

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6524062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
DIGITAL CHECK CORP.		01/29/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BMO HARRIS BANK, N.A.	
<b>Street Address:</b>	111 WEST MONROE STREET	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60603	
<b>PROPERTY NUMBERS Total: 35</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	9114942	
PCT Number:	US2015038300	
Patent Number:	9396461	
Patent Number:	9384392	
Patent Number:	7651083	
Patent Number:	8496245	
Patent Number:	8348260	
Patent Number:	8341049	
Patent Number:	8335368	
Patent Number:	8325390	
Patent Number:	8313019	
Patent Number:	8307971	
Patent Number:	8294919	
Patent Number:	8291819	
Patent Number:	8186516	
Patent Number:	8141692	
Patent Number:	8107713	
Patent Number:	8098391	
Patent Number:	8079584	
Patent Number:	8023717	

PATENT

Property Type	Number
Patent Number:	8002118
Patent Number:	7934719
Patent Number:	7433098
Patent Number:	7376258
Patent Number:	7206084
Patent Number:	6999635
Patent Number:	6572103
Patent Number:	6554275
Patent Number:	6533264
Patent Number:	6464147
Patent Number:	9533848
Patent Number:	10848645
PCT Number:	US2019025601
Application Number:	16778874
Application Number:	17077552

#### CORRESPONDENCE DATA

**Fax Number:** (312)977-4405

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

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**Email:** tefiester@nixonpeabody.com

**Correspondent Name:** SORINEL CIMPOES

**Address Line 1:** 70 WEST MADISON STREET, SUITE 3500

**Address Line 2:** NIXON PEABODY LLP

**Address Line 4:** CHICAGO, ILLINOIS 60602

<b>ATTORNEY DOCKET NUMBER:</b>	296341-000002
<b>NAME OF SUBMITTER:</b>	SORINEL CIMPOES
<b>SIGNATURE:</b>	/Sorinel Cimpoes/
<b>DATE SIGNED:</b>	01/29/2021

#### Total Attachments: 8

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## SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT, dated as of January 29, 2021 (as amended, restated or otherwise modified from time to time, this "Patent Security Agreement"), by and between Digital Check Corp., a Delaware corporation ("Grantor"), and BMO Harris Bank N.A., a national banking association ("Secured Party").

### WITNESSETH:

WHEREAS, the Grantor and Secured Party entered into that certain Amended and Restated Security Agreement dated as of September 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Security Agreement").

WHEREAS, in connection with the execution of the Existing Security Agreement, the Grantor and the Secured Party entered into that certain Amended and Restated Patent Security Agreement dated as of September 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Patent Security Agreement").

WHEREAS, the Grantor and Secured Party have entered into that certain Second Amended and Restated Security Agreement dated as of January 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto, and Secured Party.

WHEREAS, as a condition to the Secured Party's agreement to make Loans (as defined in the Credit Agreement) and other financial accommodations available to the Grantor, Secured Party is requiring the Grantor to amend and restate the Existing Patent Security Agreement in its entirety on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to Secured Party a continuing security interest in all of the Grantor's right, title, and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the "Patent Collateral") to secure the Secured Obligations (as defined in the Existing Security Agreement and modified or amended by the Security Agreement):

(a) (i) all of the Grantor's patents and patent licenses, including without limitation those referred to on Schedule I hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights

corresponding thereto throughout the world, (iv) all inventions and improvements described therein, and (v) all rights to sue for past, present and future infringements thereof; and

(b) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

SECTION 4. Authorization to Supplement. If the Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Secured Party in accordance with the terms of the Security Agreement with respect to any such new Patents or renewal or extension of any Patent registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Secured Party unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patent rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

SECTION 5. Applicable Law. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 12 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[signature page to follow]


**IN WITNESS WHEREOF**, Grantor has caused this Amended and Restated Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DIGITAL CHECK CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to in Chicago, Illinois, as of the date and year first above written.

**BMO HARRIS BANK N.A.**

By:  \_\_\_\_\_  
Name: Carl E. Skoog  
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIGITAL CHECK CORP.

By: Lynne Tagge  
Name: Lynne Tagge  
Title: Chief Financial Officer

Accepted and agreed to in Chicago, Illinois, as of the date and year first above written.

BMO HARRIS BANK N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT  
PATENT REGISTRATIONS AND APPLICATIONS**

(i) Digital Check Corp. Patent Registrations/Patent Applications.

<b><u>TITLE</u></b>	<b><u>FILED</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>ISSUE DATE</u></b>	<b><u>PATENT NO.</u></b>	<b><u>STATUS</u></b>
AUTOMATIC DOCUMENT ALIGNMENT	27-JUNE-2014	14/318,335	25-AUG-2015	9,114,942	ISSUED
AUTOMATIC DOCUMENT ALIGNMENT	29-JUNE-2015	PCT/US2015/038300	N/A.	N/A.	PUBLISHED
ADJUSTING DIFFERENT AREAS OF A PAYMENT INSTRUMENT IMAGE INDEPENDENTLY	18-APR-2014	14/256,425	19-JULY-2016	9,396,461	ISSUED
ADJUSTING DIFFERENT AREAS OF A PAYMENT INSTRUMENT IMAGE INDEPENDENTLY	18-APR-2014	14/256,471	5-JULY-2016	9,384,392	ISSUED
CONVEYING APPARATUS AND METHOD	21-SEPT-2006	11/534,007	26-JAN-2010	7,651,083	ISSUED
DOUBLE DOCUMENT DETECTION APPARATUS AND A METHOD FOR CONDUCTING THE SAME	26-SEPT-2011	13/245,034	30-JULY-2013	8,496,245	ISSUED
DOCUMENT PROCESSING APPARATUS, ASSEMBLY AND SUB-ASSEMBLY AND METHOD FOR OPERATING THE SAME	28-FEB-2011	13/036,703	8-JAN-2013	8,348,260	ISSUED
METHOD FOR CONTROLLING FEATURE UPGRADES	31-DEC-2008	12/319,055	25-DEC-2012	8,341,049	ISSUED
BI-DIRECTIONAL DUAL-SPEED DOCUMENT PROCESSOR	22-MAY-2009	12/470,532	18-DEC-2012	8,335,368	ISSUED
SYSTEM AND METHOD TO CUE OPERATOR RESPONSE IN A MANUALLY-DRIVEN DOCUMENT SCANNER	25-JUNE-2008	12/145,729	4-DEC-2012	8,325,390	ISSUED
SECURE CHECK CAPTURE DEVICE	19-FEB-	12/033,437	20-NOV-	8,313,019	ISSUED

	2008		2012		
CHECK-PROCESSING DEVICE WITH CONDITIONALLY- REVERSIBLE TRACK DIRECTION	31- DEC- 2008	12/319,057	13- NOV- 2012	8,307,971	ISSUED
ENDORSEMENT PRINTING BY BUILDING CHARACTERS	31- DEC- 2008	12/319,059	23- OCT- 2012	8,294,919	ISSUED
ROTARY ENDORSER FOR DOCUMENT PROCESSING EMPLOYING A SHAPE MEMORY ALLOY ACTUATOR	21- DEC- 2007	11/962,492	23- OCT- 2012	8,291,819	ISSUED
DOCUMENT PROCESSING SYSTEM HAVING A TURN-AROUND LOOP WITH COMPONENT REPOSITIONING	25- JUNE- 2008	12/145,542	29- MAY- 2012	8,186,516	ISSUED
CHECK-PROCESSING DEVICE WITH SINGLE IMAGE CAMERA	31- DEC- 2008	12/319,058	27- MAR- 2012	8,141,692	ISSUED
REDUCTION OF INCORRECTLY IDENTIFIED DOCUMENT SCANNING DEFECTS	25- FEB- 2008	12/036,339	31- JAN- 2012	8,107,713	ISSUED
DOCUMENT PROCESSING SYSTEM HAVING IMPROVED OPERATIONAL SEQUENCING	17- JUN- 2008	12/140,369	17- JAN- 2012	8,098,391	ISSUED
DOCUMENT PROCESSING ASSEMBLY	26- JUN- 2009	12/492,444	20- DEC- 2011	8,079,584	ISSUED
METHOD AND SYSTEM FOR PROCESSING BACKWARDS DOCUMENTS IN A DOCUMENT READER/IMAGER	16- JAN- 2007	11/653,561	20- SEPT- 2011	8,023,717	ISSUED
POCKET SELECTOR GATE WITH SELF LOCKING GEOMETRY	18- AUG- 2008	12/193,064	23- AUG- 2011	8,002,118	ISSUED
DOCUMENT FEEDER FLAG ASSEMBLY	5-DEC- 2007	11/950,482	3- MAY- 2011	7,934,719	ISSUED
DOCUMENT PROCESSING SYSTEM WITH IMPROVED IMAGE QUALITY ASSURANCE	30- APR- 2004	10/837,344	7- OCT- 2008	7,433,098	ISSUED



IMAGE QUALITY ASSURANCE SYSTEM AND METHODOLOGIES IN A POST-IMAGE CAPTURE DOCUMENT PROCESSING ENVIRONMENT	30-APR-2004	10/837,345	20-MAY-2008	7,376,258	ISSUED
DOCUMENT PROCESSING SYSTEM	31-OCT-2002	10/285,327	17-APR-2007	7,206,084	ISSUED
METHOD OF REDUCING BACKGROUND NOISE BY TRACKING CHARACTER SKEW	1-MAY-2002	10/137,048	14-FEB-2006	6,999,635	ISSUED
METHOD AND SYSTEM FOR TRACKING DOCUMENT TRAILING EDGE POSITION	4-DEC-2001	10/004,127	3-JUNE-2003	6,572,103	ISSUED
METHOD AND SYSTEM FOR DOCUMENT OVERLAP/GAP ERROR DETECTION AND CORRECTION	4-DEC-2001	10/004,573	29-APR-2003	6,554,275	ISSUED
CONSTANT SPACE DOCUMENT FEEDER	9-FEB-2001	09/780,329	18-MAR-2003	6,533,264	ISSUED
DUAL GAP READ HEAD FOR MAGNETIC INK CHARACTER RECOGNITION	20-OCT-2000	09/693,343	15-OCT-2002	6,464,147	ISSUED
CHEQUE PROCESSING DEVICE	29-JAN-2015	14/418,395	3-JAN-2017	9,533,848	ISSUED
FILM TRANSPORT APPARATUS CONTROLLER AND RELATED METHODS	3-APR-2019	16/374,411	24-NOV-2020	10,848,645	ISSUED
FILM TRANSPORT APPARATUS CONTROLLER AND RELATED METHODS	3-APR-2019	PCT/US2019/25601			PUBLISHED
IMAGE STITCHING FROM MULTIPLE SCANNERS	30-JAN-2020	16/778,874			PUBLISHED
FILM TRANSPORT APPARATUS CONTROLLER AND RELATED METHODS	28-OCT-2020	EP19782412.1			
FILM TRANSPORT	22-	17/077,552			

APPARATUS CONTROLLER AND RELATED METHODS	OCT- 2020				
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(ii) Patents Licensed from Third Party.
