

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KOFAX, INC.		10/14/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	600 Anton Blvd., Suite #150
Internal Address:	Attn: Irene Sotelo
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4237776	KOFAX
Registration Number:	3917477	VIZIT SP
Registration Number:	3677287	KOFAX
Registration Number:	3440528	
Registration Number:	3440201	ATALASOFT
Registration Number:	3126436	IMAGECONTROLS
Registration Number:	3008334	VIRTUALRESCAN
Registration Number:	2904806	MARKVIEW
Registration Number:	2904807	170 MARKVIEW
Registration Number:	2904809	170 SYSTEMS
Registration Number:	2953319	DOTIMAGE
Registration Number:	2790890	KOFAX
Registration Number:	2961953	INDICIUS

CH \$590.00 4237776

Registration Number:	2479301	VRS VIRTUALRESCAN
Registration Number:	2364535	KOFAX
Registration Number:	2365388	VIRTUALRESCAN
Registration Number:	2136287	ADRENALINE
Registration Number:	1909530	IMAGECONTROLS
Registration Number:	2029097	ASCENT
Registration Number:	2024272	ASCENT CAPTURE
Serial Number:	85831955	FIRST MILE
Serial Number:	85831972	TOTALAGILITY
Serial Number:	85573875	KOFAX POINT-OF-ORIGINATION

**CORRESPONDENCE DATA**

Fax Number:

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

Phone: 312-701-8944

Email: ptierney@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: Patrick Tierney

Address Line 1: PO Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	11151359
NAME OF SUBMITTER:	Patrick Tierney
Signature:	/PT/
Date:	10/21/2013

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT NO. 2

This TRADEMARK SECURITY AGREEMENT NO. 2, dated as of October 14, 2013 (this "Agreement"), is made by KOFAX, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of August 11, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Parent, Kofax Switzerland, the Lenders from time to time party thereto, the Administrative Agent and the L/C Issuer, the Lenders have extended Commitments to make Loans to the Borrowers;

WHEREAS, pursuant to a Guaranty, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Company Guaranty"), the Company has guaranteed all Obligations of the Parent and of Kofax Switzerland under the Credit Agreement and under any Secured Cash Management Agreements and Secured Hedge Agreements;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 11, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.4 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, whether currently in use or not, all registrations and all pending applications in connection therewith, in the United States Patent and Trademark Office and corresponding offices in any other jurisdictions in the world, and any common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Secured Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of The Parent and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

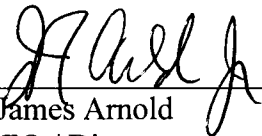
SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

KOFAX, INC.,  
as Grantor

By:   
Name: James Arnold  
Title: CFO / Director

BANK OF AMERICA, N.A.,  
as Administrative Agent

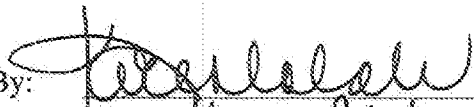
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

KOFAX, INC.,  
as Grantor

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

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Karen Polak  
Title: SVP

A. Trademarks

i. Registered U.S. Trademarks

<b>Mark</b>	<b>Application/Registration Number</b>	<b>Application /Registration Date</b>
KOFAX	4237776	06-NOV-2012
VIZIT SP	3917477	08-FEB-2011
KOFAX	3677287	01-SEP-2009
<i>Design Only</i>	3440528	03-JUN-2008
ATALASOFT	3440201	03-JUN-2008
IMAGECONTROLS	3126436	08-AUG-2006
VIRTUALRESCAN	3008334	25-OCT-2005
MARKVIEW	2904806	23-NOV-2004
170 MARKVIEW	2904807	23-NOV-2004
170 SYSTEMS	2904809	23-NOV-2004
DOTIMAGE	2953319	17-MAY-2005
KOFAX	2790890	09-DEC-2003
INDICIUS	2961953	14-JUN-2005
VRS VIRTUALRESCAN	2479301	21-AUG-2001
KOFAX	2364535	04-JUL-2000
VIRTUALRESCAN	2365388	04-JUL-2000
ADRENALINE	2136287	10-FEB-1998



<b>Mark</b>	<b>Application/Registration Number</b>	<b>Application /Registration Date</b>
IMAGECONTROLS	1909530	01-AUG-1995
ASCENT	2029097	07-JAN-1997
ASCENT CAPTURE	2024272	17-DEC-1996

ii. Pending U.S. Trademark Applications

<b>Mark</b>	<b>Application/Registration Number</b>	<b>Application /Registration Date</b>
FIRST MILE	85831955	24-JAN-2013
TOTALAGILITY	85831972	24-JAN-2013
KOFAX POINT-OF-ORIGINATION	85573875	19-MAR-2012

B. Trademark Licenses

None.