

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE NEAT COMPANY, INC.		03/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90049472	NEAT	
Serial Number:	90049140	NEAT	
Serial Number:	90049292	NEATBOOKS	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>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.</i>			
Phone:	(919) 314-3114		
Email:	diligencereview@pacwest.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLAS NANCE-JLT/		
DATE SIGNED:	03/09/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 17, 2016 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and THE NEAT COMPANY, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

THE NEAT COMPANY, INC.

Address of Grantor:
1601 Market Street, Floor 35
Philadelphia, PA 19103
Attention: James Convoy

By: *lase*
Name: Michael O'neill
Title: President

BANK:

PACIFIC WESTERN BANK

Address of Bank:
406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: _____
Name: _____
Title: _____

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GRANTOR:

THE NEAT COMPANY, INC.

Address of Grantor:
1601 Market Street, Floor 35
Philadelphia, PA 19103
Attention: James Conroy

By: _____
Name: _____
Title: _____

BANK:

PACIFIC WESTERN BANK

Address of Bank:
406 Blackwell Street, Suite 240
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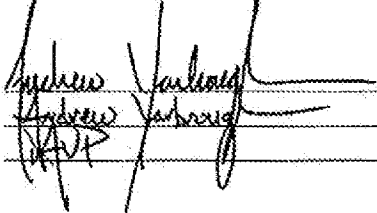
By: 
Name: Andrew Yarbrough
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NEAT RECEIPTS	TX6994663	04/08/2008


EXHIBIT B

Patents

<u>Description</u>	<u>Application Number OR Patent Number</u>	<u>Application OR Filing Date</u>
1. Sheet scanner with swipe screen interface with links to multiple storage destinations	10,075,098	09-11-2018
2. Sheet scanner screen with graphical interface	D752,598	03-29-2016
3. Table grid detection and separation	9,235,756	01-12-2016
4. Portable document scanner having user interface and integrated communication means	9,167,124	10-20-2015
5. Input tray for sheet scanner	D714,292	09-30-2014
6. Sheet scanner	D708,618	07-08-2014
7. Sheet scanner with display	D708,185	07-01-2014
8. Sheet scanner with input tray	D708,184	07-01-2014
9. Image background enhancement for color images	8,761,535	06-24-2014
10. SHEET SCANNER WITH SWIPE SCREEN INTERFACE WITH LINKS TO MULTIPLE STORAGE DESTINATIONS FOR SCANNED ITEMS	20150055197	02-26-2015
11. TABLE GRID DETECTION AND SEPARATION	20140161353	06-12-2014
12. PORTABLE DOCUMENT SCANNER HAVING USING INTERFACE AND INTEGRATED COMMUNICATION MEANS	20140029067	01-30-2014
13. DOCUMENT FIELD DETECTION AND PARSING	16580719	09-24-2019
14. System and method for capture, storage and processing of receipts and related data	RE47309 15625568	03-19-2019 06-16-2017
15. Document field detection and parsing	10467464 15175712	11-05-2019 06-07-2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration/ Application Date</u>
1. SMALLBIZ RISING	87745133	01-05-2018
2. SMART ORGANIZATION SYSTEM	86379996	08-28-2014
3. ID2 TECHNOLOGY	86317293	06-23-2014
4. GET TO WHAT MATTERS	86453446	11-13-2014
5. ID2	86317289	06-23-2014
6. INDOCUMENT IDENTIFICATION TECHNOLOGY	86423565	10-14-2014
7. NEATCLOUD	85473861	11-16-2011
8. NEATVERIFY	85473867	11-16-2011
9. NEATMOBILE	85473859	11-16-2011
10. NEATCARE	85473864	11-16-2011
11. NEAT	85656893	06-20-2012
12. TAME YOUR PAPER MONSTER	85656755	06-20-2012
13. NEAT FLEET	85473869	11-16-2011
14. NEAT RECEIPTS	78236616	10-08-2008
15. GET READY FOR A PAPER-FREE LIFE	77588498	10-08-2008
16. ORGANIZE YOUR PAPER, SIMPLIFY YOUR LIFE	77588485	10-08-2008
17. NEATCONNECT	77588456	10-08-2008
18. NEATSCAN	77588435	10-08-2008
19. NEATWORKS	77588423	10-08-2008
20. NEATDESK	77588409	10-08-2008
21. NEAT	77588401	10-08-2008
	77492762	06-06-2008
22.		
23. NEAT	90049472	07-13-2020
24. NEAT	90049140	07-13-2020
25. NEATBOOKS	90049292	07-13-2020