



**SCHEDULE I**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>STATUS IN PATENT OFFICE</b>	<b>FEDERAL REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
ATLAS	DocuSystems, Inc.	Registered	1,692,884	6/9/92
DOCUSYSTEMS	DocuSystems, Inc.	Registered	1,720,267	9/29/92
DOCUSYSTEMS	DocuSystems, Inc.	Registered	B609669	8/19/93
IMAGE CHEK	DocuSystems, Inc.	Registered	1,275,120	4/24/84
IMAGE CHEK	DocuSystems, Inc.	Registered	B1,212,513	2/9/84
IMAGE GARD	DocuSystems, Inc.	Registered	1,275,119	4/24/84
IMAGE WRAP	DocuSystems, Inc.	Registered	1,216,679	11/16/82
TICKETAB	DocuSystems, Inc.	Registered	1,972,515	5/7/96
VALUGARD	DocuSystems, Inc.	Registered	1,760,585	3/23/93

## **TRADEMARK SECURITY AGREEMENT**

WHEREAS, DocuSystems, Inc., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of May 29, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 29, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark 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.

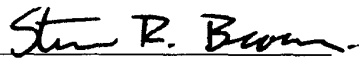
**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29<sup>th</sup> day of May, 1998.

Acknowledged:

**HELLER FINANCIAL, INC.,**  
as Agent

By:   
Title: Vice President

**DOCUSYSTEMS, INC.**

By:   
Title: Vice President

ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On the 29th day of May, 1998 before me personally appeared Steven R. Brown, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of DocuSystems, Inc., who being by me duly sworn, did depose and say that he is Vice President of DocuSystems, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



{Seal}

  
Notary Public

My commission expires:

7/29/98