04-24-2000

FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CCS Trexcom, Inc.
6529 Jimmy Carter Boulev.
Norcross, Georgia 30071

03-29-2000
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: SunTrust Bank, Atlanta

Internal Address:

Street Address: 25 Park Place

City: Atlanta State: GA ZIP: 30303

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 3, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s) 2,036,679 2,178,962

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Pamela Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): $ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pamela A. Allen — Pamela A. Allen — 3/24/00

Name of Person Signing — Signature — Date

Total number of pages comprising cover sheet: 10

04/24/2000 JTALLAH2 00000089 2036679
01 FC:481 40.00 OP
02 FC:482 25.00 OP

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

03-29-2000
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EXECUTION COUNTERPART

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS)

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of December 3, 1999, by and between CCS TREXCOM, INC., a Georgia corporation (the "Guarantor"), and SUNTRUST BANK, ATLANTA, a Georgia banking corporation, ("SunTrust") as Agent (SunTrust, in such capacity, the "Agent") for itself and the other lenders (SunTrust and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Credit Agreement, dated as of even date herewith, among the EPOS Corporation, an Alabama corporation (the "Borrower"), the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

RECITALS.

A. The Guarantor owns and uses certain trademarks and trademark licenses which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make a term loan to the Borrower pursuant to the Credit Agreement; and

C. The Guarantor has executed and delivered a Guaranty in favor of the Agent for the benefit of the Lenders under the Credit Agreement; and

D. The Borrower, the Guarantor and the Agent have entered into a Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement); and

E. Pursuant to the Security Agreement, the Guarantor has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, the property described therein, including, without limitation, (a) all of the Guarantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Guarantor now has or hereafter acquires rights and wherever located; (b) all of the Guarantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Guarantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Secured Obligations; and

F. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Guarantor grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademark License" means any written agreement now or hereafter in existence granting to the Guarantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith,

including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all reissues, extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations, the Guarantor hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Trademark now or hereafter owned by the Guarantor or in which the Guarantor now has or hereafter acquires rights and wherever located and the goodwill of the business of the Guarantor relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; and

(b) each Trademark License now or hereafter held by the Guarantor or in which the Guarantor now has or hereafter acquires rights and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Guarantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Guarantor shall own and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Guarantor's business, only in a manner consistent with the preservation of the

current substance, validity, registration and the security interest and collateral assignment herein granted in such Property.

3. The Guarantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Guarantor with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property 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.

4. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 13 thereof, including the provisions of such Section 13 relating to partial releases. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Guarantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Guarantor, the Agent shall, at the expense of the Guarantor, execute and deliver to the Guarantor all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Guarantor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Guarantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Guarantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Guarantor authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Guarantor further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Guarantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) the Guarantor shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Guarantor's business and (c) if the Guarantor fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Guarantor's name or in its own name, but in any case at the Guarantor's expense, and the Guarantor hereby agrees to reimburse the Agent and the Lenders for all expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

CCS TREXCOM, INC.

By: _____
Michael A. Lawler
President

STATE OF Alabama)
) ss.:
COUNTY OF Elmore)

On the 2nd day of December, 1999 before me personally came Michael A. Lawler, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of CCS TrexCom, Inc., who being by me duly sworn, did depose and say that he is the President of CCS TrexCom, 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; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public Deborah B. Padgett

My Commission Expires:
10/22/2002

[NOTARIAL SEAL]

[COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS)]

SUNTRUST BANK, ATLANTA, as Agent

By: _____
Name: Chris L. Thomas
Title: Corporate Banking Officer

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 27 day of December, 1999 before me personally came Chris L. Thomas, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Corporate Banking Officer of SunTrust Bank, Atlanta; who being, by me duly sworn, did depose and say that he is the Corporate Banking Officer of SunTrust Bank, Atlanta; that the said instrument was signed on behalf of said corporation in its capacity as Agent under the Credit Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Agent under the Credit Agreement.

Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Sept. 1st, 2000

My Commission Expires:

_____

[NOTARIAL SEAL]

[COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS)]

SCHEDULE I

REGISTERED U.S. TRADEMARKS

REGISTRATION NO.	DATE	MARK
2,036,679	2/11/97	ScriptExpress
2,178,962	8/4/98	FirstQuery

PENDING U.S. TRADEMARK APPLICATIONS

SERIAL NO.	FILING DATE	MARK

1723146 v1

TRADEMARK LICENSES

Trademark Licenses with respect to which
the Guarantor is a licensor:

Licensee	License	Trademark and Registration or Serial Number
EPOS Corporation		
Aldiscon Ltd.		
Simplex		
CUSA Technologies, Inc.		
ML Integration Ltd.		

Trademarks and Trademark Applications with respect to which
the Guarantor is a licensee:

Licensor	License	Trademark and Registration or Serial Number

1723146 v1

SCHEDULE I

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