

07-19-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
 BancTec, Inc.
 4435 Spring Valley Road
 Dallas, TX 75244
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (Texas)
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Heller Financial, Inc.
 Internal
 Address: _____
 Street Address: 636 South Oak Street
 City: Iowa Falls State: IA Zip: 50126
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations 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: May 30, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
See Attached
 Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Crystal A. Gothard, Esq.
 Internal Address: _____
07/18/2001 6TOM11 00000054 500709 75713724
01 FC:441 40.00 CH
02 FC:442 975.00 CH
 Street Address: Patton Boggs LLP
2550 M Street, NW
 City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: 40
 7. Total fee (37 CFR 3.41): \$ 1015.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
50-0709
 (Attach duplicate copy of this page if paying by deposit account)

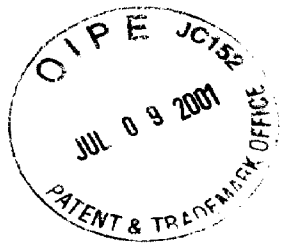
DO NOT USE THIS SPACE

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.
George M. Borababy
 Name of Person Signing
George M. Borababy
 Signature
7/3/01
 Date

11

Total number of pages including cover sheet, attachments, and document.

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



CONTINUATION SHEET

Question 4A

75/713724	75/763757
75/942629	75/601330

Question 4B

1285863	1213022
1697441	1209566
0797174	1973340
1494041	1446147
1494070	1353824
1388147	1745580
1311597	2314235
1760672	2366277
1183583	1720028
1937040	1430947
2323353	1423462
2301836	1485754
1243969	2392370
1812804	1466146
1668487	1314413
1187604	1385571
2301980	0993861
1643464	1676641

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of May, 2001, by BancTec, Inc., a Delaware corporation ("Grantor") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the

following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) 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 (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything herein to the contrary, to the extent that any of the Trademark Collateral constitutes Non-All Obligations Collateral (as defined in the Loan Agreement) the amount of the Obligations secured by such Trademark Collateral shall at no specific date exceed the Unsecured Senior Notes Permitted Liens Limitation (as defined in the Loan Agreement). In no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the effectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Except for the foregoing security interest granted to Grantee, and except as otherwise provided on Schedule 1, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons subject only to Permitted Encumbrances;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant

any license under, any Trademark or enter into any other agreement with respect to any Trademark except as permitted under the Loan Agreement. Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement, unless required by law or as permitted under the Loan Agreement.

5. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks (except in connection with asset sales or other transactions permitted by the Loan Agreement), and (iii) use commercially reasonable efforts to ensure that the Trademarks are and remain enforceable as Grantor deems reasonably appropriate; provided that Grantor shall have no responsibility for any breach of any trademark license by any licensee or sub-licensee of Grantor; and no such breach shall be deemed to be a breach of this agreement by Grantor.

8. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments

necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone; provided, however, the foregoing rights of Grantee are subject to the limitations set forth in Section 8.8 of the Loan Agreement. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Loan Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

10. Termination. This Agreement and the liens and security interest granted hereunder shall terminate upon the satisfaction of both (a) the indefeasible payment in full of the Obligations (as defined in the Loan Agreement) and (b) the termination of the Loan Agreement.

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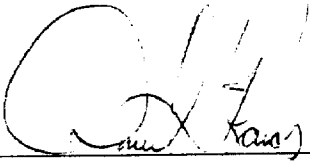
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BANCTEC, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC.,
as Agent

By:  _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BANCTEC, INC.

By: B.R. Stone
Name: BRIAN R. Stone
Title: SR/VP & CFO

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC.,
as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement

TRADEMARK
REEL: 002330 FRAME: 0915

SCHEDULE A

TRADEMARKS:

U. S. REGISTERED TRADEMARKS
LOGO (W/CRT) 1285863
LOGO (W/O CRT) 1697441
LOGO (EYE) OCR 797174
LOGO (EYE) 1494041 1494070
ACS Software 1388147
ADVANCED COMPUTER SYSTEMS 1311597
BANCSTRIP 1760672
BANCTEC 1183583
BANCTEC 1937040 2323353
BANCTEC (NEW) 2301836
CHECK MENDER 1243969
E FIRST (ITU) Serial # 75/713724 75/942629
FLOWARE 1812804
HEATSTRIP 1668487
HEATSTRIP EXTENSION 1187604
IMAGEFIRST 2301980 1643464
INFOBASE 1213022
MEDACS 1209566
PAY COURIER (ITU) Serial # 75/763757
PAGEPRO 1973340
PLATFORMATION 1446147
PLEXUS 1353824 1745580
PROCESS FIRST 2314235
READ FIRST 2366277
RECOGNITION 1720028
RECOGNITION & LOGO (EYE) 1430947
RECOGNITION 1423462 1485754
SCAN CLEAN 2392370
SERVICE FIRST Serial # 75/601330
SIGNAMATION 1466146
TELLERMATION 1314413
TOTAL PAYMENT SYSTEM 1385571
TRACE 993861
XDP 1676641