

Form PTO-1594  
(Rev. 03/01)  
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01-16-2002  
U.S. Patent & TMO/TM Mail Rcpt Dt. #74

01-28-2002



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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):

**The Intercept Group, Inc.**

- Individual(s)
  - General Partnership
  - Corporation-State **Georgia**
  - Other
  - Association
  - Limited Partnership
- 1-16-02*

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/21/01

2. Name and address of receiving party(ies)

Name: **First Union National Bank**

Internal Address: **6th Floor**

Street Address: **999 Peachtree Street**

City: **Atlanta** State: **GA** Zip: **30309**

- Individual(s) citizenship
- Association **national banking**
- General Partnership
- Limited Partnership
- Corporation-State
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,218,129;

2,031,464; 2,265,380; 1,672,497

Additional number(s) attached  Yes  No

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

Name: **Robert H. G. Lockwood**

Internal Address: **Smith, Gambrell & Russell, LLP**

**Suite 3100, Promenade II**

Street Address: **1230 Peachtree St., N.E.**

City: **Atlanta** State: **GA** Zip: **30309-3592**

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ **115.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

**Robert H. G. Lockwood**

Name of Person Signing

Signature

1/16/02

Date

01/28/2002 DBYRNE 00000019 2218129

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

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

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

**TRADEMARK**  
**REEL: 2431 FRAME: 0608**

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2001, by THE INTERCEPT GROUP, INC., a Georgia corporation ("Grantor"), in favor of FIRST UNION NATIONAL BANK ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantor, the other Borrowers signatory thereto, the other Persons signatory thereto as Credit Parties and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make certain Loans to Grantor and the other Borrowers;

WHEREAS, Lender is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii)

injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

\*\*\*\*\*

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Attest:

THE INTERCEPT GROUP, INC.

Maria A. Stoy  
Assistant Secretary

[Corporate Seal]

By: Scott R. Meyerhoff  
Name: Scott R. Meyerhoff  
Title: SVP & CFO

ACCEPTED AND ACKNOWLEDGED BY:

FIRST UNION NATIONAL BANK

By: Jim Ulmer  
Name: Jim Ulmer  
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia )  
 ) ss.  
COUNTY OF Fulton )

On this 21<sup>st</sup> day of December, 2001 before me personally appeared Scott R. Meyerhoff, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The InterCept Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Charlene P. Bailey  
Notary Public

Notary Public, Fulton County, Georgia  
My Commission Expires November 14, 2005

{seal}

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS  
OWNED BY THE INTERCEPT GROUP, INC.

Registered Service Marks

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION ISSUED</b>	<b>REGISTRATION NUMBER</b>
<b>CallReporter III</b>	<b>75232355</b>	<b>January 28, 1997</b>	<b>2218129</b>
<b>Vision</b>	<b>74630630</b>	<b>February 6, 1995</b>	<b>2031464</b>
<b>Renaissance Imaging</b>	<b>75257075</b>	<b>March 14, 1997</b>	<b>2265380</b>
<b>RiskReporter I</b>	<b>74153642</b>	<b>April 3, 1991</b>	<b>1672497</b>