

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Source Technologies, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Subordinated Conditional, Change of Name, Other Assignment of and Security Interest in Trademarks

Execution Date: 6/4/03

2. Name and address of receiving party(ies)

Name: Liberty Partners Lenders, L.L.C.

Internal Address: c/o Liberty Capital Partners, Inc.

Street Address: 1370 Avenue of the Americas

City: New York State: NY Zip: 10019

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware Limited Liability Company

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) 75/545250

B. Trademark Registration No. (s) 2,592,854

1,963,656 1,972,922 2,360,783

Additional number(s) attached Yes No

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

Name: Renee Prescan

Internal Address: Kirkland & Ellis

Street Address: 200 E. Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

22-0440 (and for any addtl fees and/or credits)

DO NOT USE THIS SPACE

9. Signature.

Dawn H. Dawson Name of Person Signing

[Signature] Signature

06/17/03 Date

Total number of pages including cover sheet, attachments, and document: 9

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

CH \$140.00 220440 75545250

EXECUTION COPY

SOURCE TECHNOLOGIES, LLC

**SUBORDINATED CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARKS**

THIS SUBORDINATED CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARKS ("Subordinated Trademark Conditional Assignment"), dated as of June 4, 2003, is made by SOURCE TECHNOLOGIES, LLC, a Delaware limited liability company ("Borrower"), in favor of LIBERTY PARTNERS LENDERS, L.L.C. ("Lender").

WITNESSETH:

WHEREAS, pursuant to that Subordinated Loan Agreement of even date herewith entered into by Borrower and Lender (as amended from time to time, the "Subordinated Loan Agreement"), Lender has agreed to make a loan and other financial accommodations to Borrower;

WHEREAS, in connection with the Subordinated Loan Agreement, Borrower has executed and delivered to Lender both a Subordinated Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Subordinated Security Agreement") and a Subordinated Conditional Assignment of Intellectual Property and Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Subordinated Conditional Assignment of Intellectual Property");

WHEREAS, as a condition precedent to the making of the loan under the Subordinated Loan Agreement, Borrower is required to execute and deliver this Subordinated Trademark Conditional Assignment;

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Subordinated Trademark Conditional Assignment; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the loan and other financial accommodations pursuant to the Subordinated Loan Agreement, Borrower agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Subordinated Trademark Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Subordinated Loan Agreement, Subordinated Security Agreement or the Subordinated Conditional Assignment of Intellectual Property (collectively, the "Subordinated Finance Documents").

SECTION 2. Grant of Security Interest and Conditional Assignment. As security for the full and timely payment, observance and performance of the Subordinated Obligations, Borrower hereby grants to Lender a continuing security interest in and a right of setoff against, and effective upon demand upon the occurrence of an Event of Default, assigns, transfers and conveys to Lender, all of Borrower's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), except for those Trademarks the pledge, hypothecation, or transfer of which would invalidate Borrower's underlying rights to such Trademarks.

SECTION 3. Purpose. This Subordinated Trademark Conditional Assignment has been executed and delivered by Borrower for the purpose of registering with the United States Patent and Trademark Office the grant of a security interest and conditional assignment herein, and in the Subordinated Security Agreement and the Subordinated Conditional Assignment of Intellectual Property. The security interest and conditional assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest and conditional assignment granted to Lender under the Subordinated Security Agreement and under the Subordinated Conditional Assignment of Intellectual Property with respect to the Intellectual Property Collateral. The Subordinated Security Agreement and the Subordinated Conditional Assignment of Intellectual Property (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Subordinated Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Filing this Subordinated Trademark Conditional Assignment. The party that files this Subordinated Trademark Conditional Assignment with the U.S. Patent and Trademark Office ("PTO") shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security agreement; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

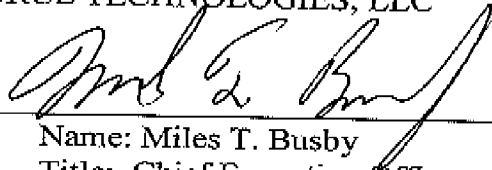
SECTION 6. Counterparts. This Subordinated Trademark Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Subordinated Trademark Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SOURCE TECHNOLOGIES, LLC

By:



Name: Miles T. Busby
Title: Chief Executive Officer

Address: 2910 Whitehall Park Drive
Charlotte, North Carolina 28273
Attention: Gordon W. Friedrich
Telecopy: 704-969-7641

LIBERTY PARTNERS LENDERS, L.L.C.

By: Liberty Partners, L.P.
Its: Manager

By: PEB Associates, Inc.
Its: General Partner

By: _____
Its: _____

Address:
c/o Liberty Capital Partners, Inc.
1370 Avenue of the Americas, 34th Floor
New York, New York 10019
Attention: Thomas G. Greig
Stephen J. Fisher
Telecopy: (212) 649-6076

IN WITNESS WHEREOF, the parties hereto have caused this Subordinated Trademark Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SOURCE TECHNOLOGIES, LLC

By: _____
Name: Miles T. Busby
Title: Chief Executive Officer

Address: 2910 Whitchall Park Drive
Charlotte, North Carolina 28273
Attention: Gordon W. Friedrich
Telecopy: 704-969-7641

LIBERTY PARTNERS LENDERS, L.L.C.

By: Liberty Partners, L.P.
Its: Manager

By: PEB Associates, Inc.
Its: General Partner

By: 
Its: _____

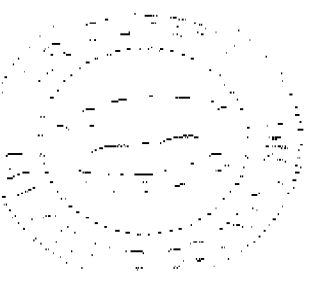
Address:
c/o Liberty Capital Partners, Inc.
1370 Avenue of the Americas, 34th Floor
New York, New York 10019
Attention: Thomas G. Greig
Stephen J. Fisher
Telecopy: (212) 649-6076

STATE OF NORTH CAROLINA)
)
 CITY OF CHARLOTTE) ss:

On the 26 day of May, 2003, before me personally came Miles T. Busby, to me personally known and known to me to be the Chief Executive Officer of Source Technologies, LLC, a Delaware limited liability company who being by me duly sworn, did depose and say that he is the Chief Executive Officer of such company, the company described in and which executed the foregoing instrument; that said instrument was signed on behalf of said company 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 company.

L.R. Ciliberti

 L. R. Ciliberti
 [NOTARIAL SEAL]



My Commission Expires April 13, 2008

STATE OF NEW YORK)
) ss:
CITY OF NEW YORK)

On this 11 day of JUNE, 2003, before me personally came Stephen J. Fisher who is personally known to me to be the Managing Director of PEB Associates, Inc., who, being duly sworn, did depose and say that PEB Associates, Inc. is the General Partner of Liberty Partners, L.P., the Manager of Liberty Partners Lenders, L.L.C., the entity described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such entity; and that he acknowledged said instrument to be the free act and deed of said entity.

Jo Ann Amelio
Notary Public

JO ANN AMELIO
Notary Public, State of New York
No. 01AM5029868
Qualified in Richmond County
Commission Expires 7/05

SCHEDULE AU.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No</u>	<u>Registration Date</u>
E-DOCSECURE	2,592,854	July 9, 2002
SOURCE TECHNOLOGIES	1,963,656	March 26, 1996
ST SOURCE	1,972,922	May 7, 1996
TECHNOLOGIES and Design		
FORMSPARTNER	2,360,783	June 20, 2000

U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
FORMSVISION	75/545,250	August 31, 1998

Foreign Trademark Registrations:

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
FORMSPARTNER	U.K.	2252105	Nov. 9, 2000
FORMSPARTNER	FR	003067624	Nov. 29, 2000
FROMSPARTNER	BX	695761	Feb. 1, 2002

Unregistered Trademarks and Service Marks:

ST CHECKPARTNER; SECURE NUMERIC FONT; MICRO PRINT FONT; IMAGE REVERSIBLE FONT

Trade and Corporate Names:

SOURCE TECHNOLOGIES, INC. and various derivations thereof, including, without limitation, STI, SI, SOURCE TECH, SOURCE TECHNOLOGIES, SOURCE TECHNOLOGIES COMPANY, and SOURCE, AND PRINTWARE SOLUTIONS

Internet Domain Names:

<u>Domain Name</u>	<u>Registrar</u>	<u>Registration Date</u>	<u>Owner of Record</u>
sourcotech.com	Network Solutions, Inc.	February 28, 1995	Source Technologies, Inc.
xenjet.com	Network Solutions, Inc.	February 22, 1999	Source Technologies, Inc.
printwaresollutions.com	Network Solutions, Inc.	October 7, 1998	Source Technologies, Inc. d/b/a Printware Solutions