

06/18/2003  
700033756

Form PTO-1594 (Rev. 10/02) CMB No. 0851-0027 (exp. 6/30/2005) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

**RECORDATION FORM COVER SHEET TRADEMARKS ONLY**

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

<p>1. Name of conveying party(ies): Source Technologies, LLC</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies) Name: <u>Liberty Partners Lenders, L.L.C.</u> Internal Address: <u>c/o Liberty Capital Partners, Inc.</u> Street Address: <u>1370 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10019</u></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignments)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other <u>Assignment of and Security Interest in Trademarks</u></p> <p>Execution Date: <u>6/4/03</u></p>		<p>4. Application number(s) or registration number(s):  A. Trademark Application No.(s) <u>75/545250</u>  B. Trademark Registration No.(s) <u>2,592,854</u>  <u>1,963,656 1,972,922 2,360,783</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Renee Prescan</u>  Internal Address: <u>Kirkland &amp; Ellis</u>  Street Address: <u>200 E. Randolph Drive</u>  City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>		<p>6. Total number of applications and registrations involved: <u>5</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>140.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>B. Deposit account number:  <u>22-0440 (and for any add'l fees and/or credits)</u></p>	
<b>DO NOT USE THIS SPACE</b>			
<p>9. Signature:  <u>Dawn H. Dawson</u>      <u>Dawn H. Dawson</u>      <u>06/17/03</u>  Name of Person Signing      Signature      Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>9</u></p>			

Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20237

CH \$140.00 220440 76646260

## EXECUTION COPY

## SOURCE TECHNOLOGIES, LLC

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

THIS SENIOR CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARKS ("Senior 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 Senior Loan Agreement of even date herewith entered into by Borrower and Lender (as amended from time to time, the "Senior Loan Agreement"), Lender has agreed to make a loan and other financial accommodations to Borrower;

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

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

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Senior 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 Senior 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 Senior Trademark Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Senior Loan Agreement, Senior Security Agreement or the Senior Conditional Assignment of Intellectual Property (collectively, the "Senior Finance Documents").

SECTION 2. Grant of Security Interest and Conditional Assignment. As security for the full and timely payment, observance and performance of the Secured 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 Senior 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 Senior Security Agreement and the Senior 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 Senior Security Agreement and under the Senior Conditional Assignment of Intellectual Property with respect to the Intellectual Property Collateral. The Senior Security Agreement and the Senior 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 Senior 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.

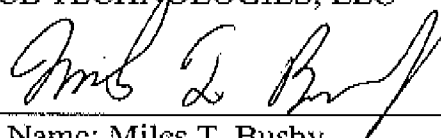
SECTION 5. Filing this Senior Trademark Conditional Assignment. The party that files this Senior Trademark Conditional Assignment with the U.S. Patent and Trademark Office ("PTO") shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for trademarks 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 Senior 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 Senior 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  
Telcopy: 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 hcreto have caused this Senior 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

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


On the 28 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.

  
\_\_\_\_\_  
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, STL, SL, 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>
sourcetech.com	Network Solutions, Inc.	February 28, 1995	Source Technologies, Inc.
xenjet.com	Network Solutions, Inc.	February 22, 1999	Source Technologies, Inc.
printwaresolutions.com	Network Solutions, Inc.	October 7, 1998	Source Technologies, Inc. d/b/a Printware Solutions