

06-05-2003

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

102464841

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, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State North Carolina Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 29, 2003

2. Name and address of receiving party(ies)

Name: Source Technologies, LLC

Internal Address:

Street Address: 2910 Whitehall Park Drive

City: Charlotte State: NC Zip: 28273

- 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) 75/545,250

FORMSVISION

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Adam Omar Shanti, Esq. Alston & Bird LLP Internal Address: Bank of America Plaza

Street Address: 101 S. Tryon Street, Suite 4000

City: Charlotte State: NC Zip: 28280-4000

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:

16-0605

DO NOT USE THIS SPACE

9. Signature. DBYRNE 00000026 75545250

06/04/2003

01 FC:8521 02 FC:8522

40.00 OP 100.00 OP

Adam Omar Shanti Name of Person Signing

Signature

Date 5/29/03

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

13

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

SCHEDULE "A"

<u>Mark</u>	<u>Registration No.</u>	<u>Registered</u>
E-DOCSECURE	2,592,854	7-9-2002
SOURCE TECHNOLOGIES	1,963,656	3-26-1996
ST SOURCE TECHNOLOGIES & Design	1,972,922	5-7-1996
FORMSPARTNER	2,360,783	6-20-2000

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 29, 2003 ("Effective Date") by and between **SOURCE TECHNOLOGIES, INC.**, a North Carolina corporation, with its principal office at 2910 Whitehall Park Drive, Charlotte, North Carolina 28273 ("Assignor"), and **SOURCE TECHNOLOGIES, LLC**, a Delaware limited liability company, with its principal office at 2910 Whitehall Park Drive, Charlotte, North Carolina 28273 ("Assignee").

WHEREAS, this Assignment is being made pursuant to that certain Asset Contribution and Liability Assumption Agreement between Source Technologies, Inc. and Source Technologies, LLC, dated May 29, 2003 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the foreign applications for trademark registration set forth on Schedule D attached hereto, the unregistered trademarks set forth on Schedule E attached hereto and the trade names and assumed names set forth on Schedule F attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor and Assignee hereby acknowledge and agree that all representations or warranties that are made by Assignor with respect to the Marks assigned pursuant to this

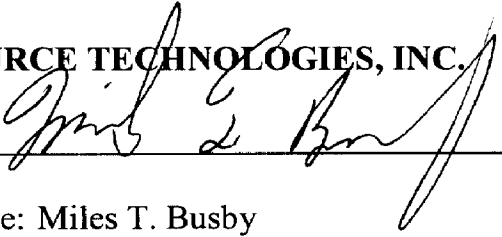
Assignment are as set forth in the Membership Interest Purchase Agreement (the "Purchase Agreement") by and among Liberty Partners Holdings 40, L.L.C; Source Technologies Holdings, LLC; Miles T. Busby; John R. Spencer, Jr.; Gordon W. Friedrich; Rodger B. Morrison; Michael E. Bailey; William B. Edge and Source Technologies, Inc., dated April 28, 2003, and are incorporated herein by reference subject to all of the terms and conditions set forth in the Purchase Agreement.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SOURCE TECHNOLOGIES, INC.



Name: Miles T. Busby
Title: Chief Executive Officer
and President

SOURCE TECHNOLOGIES, LLC



Name: Miles T. Busby
Title: Chief Executive Officer
and President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark	Country	Reg. No.	Reg. Date	Registrant
E-DOCSECURE	U.S.	2,592,854	July 9, 2002	Source Technologies, Inc.
SOURCE TECHNOLOGIES	U.S.	1,963,656	March 26, 1996	Source Technologies, Inc.
ST SOURCE TECHNOLOGIES and Design	U.S.	1,972,922	May 7, 1996	Source Technologies, Inc.
FORMSPARTNER	U.S.	2,360,783	June 20, 2000	Source Technologies, Inc.

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Trademarks	Country	App. No.	App. Date	Registrant
FORMSVISION	U.S.	75/545,250	August 31, 1998	Source Technologies, Inc.

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Trademark	Country	Reg. No.	Reg. Date	Registrant
FORMSPARTNER	U.K.	2252105	Nov. 9, 2000	Source Technologies, Inc.
FORMSPARTNER	France	003067624	Nov. 29, 2000	Source Technologies, Inc.
FORMSPARTNER	Benelux	695761	Feb. 1, 2002	Source Technologies, Inc.

SCHEDULE D
FOREIGN TRADEMARK APPLICATIONS

None

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SCHEDULE E

UNREGISTERED TRADEMARKS

ST CheckPartner
Secure Numeric Font
MicroPrint Font
Image Reversible Font

SCHEDULE F

TRADE NAMES AND CORPORATE NAMES

Source Technologies, Inc.
STI
SI
Source Tech
Source Technologies
Source Technologies Company
Source
Printware Solutions