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01-20-2004

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

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



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

<p>1. Name of conveying party(ies): Aptis, Inc. BC HoldingII Corporation Aptis Holdings 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>Corporation and LLC</u></p> <p>Additional name(s) of conveying party(ies) 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 _____</p> <p>Execution date: <u>January 18, 2002</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>Bank of Montreal, Chicago Branch as "Administrative Agent"</u></p> <p>Internal Address: <u>BMO Nesbitt Burns</u></p> <p>Street Address: <u>115 S. LaSalle Street, 12 West</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60603</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 _____</p> <p><input checked="" type="checkbox"/> Other <u>Canada</u></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
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OPR/FINANCE
JAN 14 AM 8:11

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

A. Trademark Application No.(s) <u>76/341601, 76/341600</u>	B. Trademark Registration No.(s) <u>2413761</u>
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Additional number(s) attached Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Mona Al-Sharmani, Esq.</u></p> <p>Internal Address: <u>Weil, Gotshal & Manges, LLP</u></p> <p>Street Address: <u>767 5th Avenue</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10153</u></p>	<p>6. Total number of applications and registrations involved:..... 3</p> <p>7. Total fee (37 CFR 3.41): \$ <u>90.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>23-0800</u></p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.

Phyllis Eremitaggio Phyllis Eremitaggio January 14, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

01/16/2004 DBYRNE 00000084 230800 76341601

01 FC:8521 40.00 DA
02 FC:8522 50.00 DA

TRADEMARK SECURITY AGREEMENT, dated as of January 18, 2002, by Aptis, Inc., BC Holding II Corporation, Aptis Holdings LLC and each of the other entities which becomes a party hereto pursuant to *Section 7.10* of the Aptis Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Bank of Montreal, Chicago Branch ("BMO"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 18, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among Electronic and Unit Record Datacenter, Inc. ("Borrower"), the Lenders party thereto and BMO, as agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to the Aptis Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Aptis Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Aptis Security Agreement and used herein have the meaning given to them in the Aptis Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

all reissues, continuations or extensions of the foregoing;

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

all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, 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.

Security Agreement. The parties hereto agree that the security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Aptis Security Agreement and subject to the terms and provisions of the Aptis Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Aptis 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, each 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.

Very truly yours,

Aptis, Inc.

By: William Sellers
Name: William Sellers
Title: V.P. - FINANCE + SECRETARY

BC Holding II Corporation

By: William Sellers
Name: William Sellers
Title: V.P. - FINANCE + SECRETARY

Aptis Holdings LLC

By: Electronic and Unit Record Datacenter, Inc.

By: _____
Name: Raymond L. Wenger
Title: Treasurer

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

Very truly yours,

Aptis, Inc.

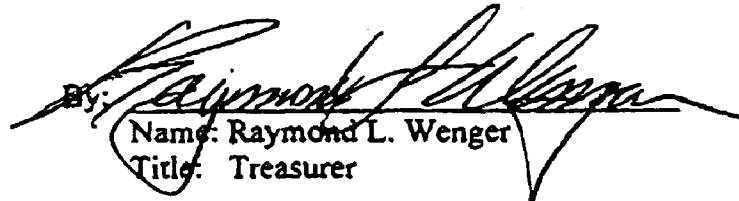
By: _____
Name: William Sellers
Title:

BC Holding II Corporation

By: _____
Name: William Sellers
Title:

Aptis Holdings LLC

By: Electronic and Unit Record Datacenter, Inc.

By: 
Name: Raymond L. Wenger
Title: Treasurer

Accepted and Agreed:

BANK OF MONTREAL, CHICAGO BRANCH,

as Administrative Agent

By: Jack J. Kane

Name: Jack J. Kane

Title: Director

ACKNOWLEDGEMENT OF GRANTOR

STATE OF TEXAS)
) SS.
COUNTY OF BEXAR)

On this 18th day of JANUARY 2002 before me personally appeared WILLIAM SELLERS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of APTIS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said [corporation]/[limited liability company], that the said instrument was signed on behalf of said [corporation as authorized by its Board of Directors]/[limited liability company as authorized in accordance with its limited liability company agreement] and that he acknowledged said instrument to be the free act and deed of said corporation.

Francis Ann Nathaniel
Notary Public



State of Texas)
County of Bexar) SS.

"Subscribed and sworn to (or affirmed) before me this 18 day of January 192002, by _____

Francis Ann Nathaniel
Notary Public

Residing at _____

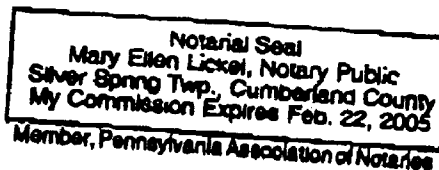
My commission expires 7/26/2005

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Pennsylvania)
) ss.
COUNTY OF Cumberland)

On this 18th day of January, 2002 before me personally appeared Raymond S. Wenzel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Electronic and Unit Record Enterprises, Inc, who being by me duly sworn did depose and say that he is an authorized officer of said [corporation]/[limited liability company], that the said instrument was signed on behalf of said [corporation as authorized by its Board of Directors]/[limited liability company as authorized in accordance with its limited liability company agreement] and that he acknowledged said instrument to be the free act and deed of said corporation.

Mary Ellen Lickel
Notary Public



SCHEDULE I

INTELLECTUAL PROPERTY

Trademarks & Trademark Applications

Grantor: Aptis, Inc.

U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Aptis, Inc.	Aptis	2,413,761	12/19/2000

U.S. Trademarks Applications:

<u>Applicant Name</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Filing Date</u>
Aptis, Inc.	Revenue Management Solution	76/341601	11/12/2001
Aptis, Inc.	Revenue Management Solutions	76/341600	11/12/2001