

11-16-2004

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



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

102805038

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):  
 Image Vault, LLC  
 101 Security Parkway  
 New Albany, IN 47150

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

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

2. Name and address of receiving party(ies)  
 Name: GE Business Capital Corporation  
 Internal  
 Address: \_\_\_\_\_  
 Street Address: 500 West Monroe Street  
 City: Chicago State: IL Zip: 60661

Individual(s) citizenship  
 Association  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 11/04/2004

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 2,784,929  
2,873,971  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

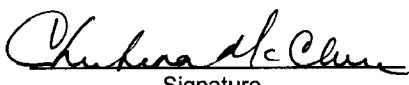
5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Christina McClure  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Latham & Watkins  
233 S. Wacker Drive, Suite 5800  
 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65  
 Enclosed  
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

9. Signature.  
Christina McClure            November 9, 2004  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 6

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

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01 FC:8521      40.00 OP  
 02 FC:8522      25.00 OP  
 03 FC:8523      120.00 OP

TRADEMARK REEL: 002976 FRAME: 0418

11-07-11

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Registration / Serial No.</b>	<b>Registration / Application Date</b>
MADE	Registration No. 2,784,929	November 18, 2003
IMAGE VAULT	Registration No. 2,873,971	August 17, 2004

Sched. I -1

CH721132.1

**TRADEMARK  
REEL: 002976 FRAME: 0419**

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 4, 2004, by IMAGE VAULT, LLC, a Kentucky limited liability company ("Grantor"), in favor of GE BUSINESS CAPITAL CORPORATION (f/k/a TRANSAMERICA BUSINESS CAPITAL CORPORATION), a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, Borrowers (other than Grantor), the other Loan Parties, the Agent and the Lenders have entered into that certain Loan Agreement dated as of April 24, 2002 (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), pursuant to which Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, Borrowers (other than Grantor), the other Loan Parties and the Agent have entered into that certain Security Agreement dated as of April 24, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to that certain Omnibus Amendment No. 2 to Loan Agreement and Loan Documents, dated as of the date hereof, by and among Agent, Lenders, Grantor, the other Borrowers and Loan Parties, Grantor has become a Borrower and a Loan Party under the Loan Agreement and a Grantor under the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 Schedule A thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 its 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 Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

**IMAGE VAULT, LLC, as Grantor**

By:   
Name: Douglas J. West  
Title: SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS CAPITAL CORPORATION  
(F/K/A TRANSAMERICA BUSINESS CAPITAL  
CORPORATION), as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

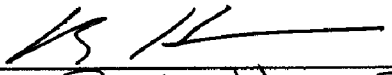
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**IMAGE VAULT, LLC, as Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS CAPITAL CORPORATION  
(F/K/A TRANSAMERICA BUSINESS CAPITAL  
CORPORATION), as Agent**

By:  \_\_\_\_\_  
Name: Bond Herberts  
Title: Duly Authorized Signatory

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[Signature Page to Trademark Security Agreement - Image]