

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Equitrac Corporation		07/15/2005	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	2602937	PAGECONTROL STATION
Registration Number:	2650720	PAGECOUNTER
Registration Number:	2574764	PAGEROUTER
Registration Number:	2538637	ACCOUNTRAC
Registration Number:	1924461	ALPHACOPY
Registration Number:	1930175	ALPHAFAX
Registration Number:	1623315	COPYLOG
Registration Number:	2458794	DEBITLOG
Registration Number:	2253934	EQUITRAC'S PROFESSIONAL INTERNET CLIENT
Registration Number:	1328314	EQUITRAC
Registration Number:	2382797	EQUITRAC
Registration Number:	2946946	PAGECOUNTER PROFESSIONAL
Registration Number:	1645027	FAXLOG
Registration Number:	1892594	FAXPOST

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Registration Number:	1529450	LASERCOUNT
Registration Number:	1545008	MINICONTROLLER
Registration Number:	2647385	MYPRINT
Registration Number:	2296441	OFFICETRAC
Registration Number:	2246465	ONETRAC
Registration Number:	1986221	PREMIER RENTAL PLAN
Registration Number:	1663979	PRINTLOG
Registration Number:	2414157	PRINTLOG MANAGER
Registration Number:	2414166	PRINTLOG PROFESSIONAL
Registration Number:	2881766	SCANPOST
Registration Number:	2004910	SMARTPROMPT
Registration Number:	1998675	SYSTEM 4
Registration Number:	2900049	SYSTEM 4 WEB X
Registration Number:	2787599	MAKE DOCUMENTS COUNT
Registration Number:	2608481	MORAL SUASION
Registration Number:	2650987	PARTNERDESK
Registration Number:	1324973	TELETRAC
Registration Number:	1324972	EQUITRAC
Serial Number:	78301614	EQUITRAC EXPRESS
Serial Number:	78301610	EQUITRAC PROFESSIONAL
Serial Number:	78301604	EQUITRAC PROFESSIONAL ENTERPRISE EDITION
Serial Number:	78301642	EQUITRAC PAY STATION
Registration Number:	2606360	PARTNERSERVER

**CORRESPONDENCE DATA**

Fax Number: (404)572-5145  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404.572.4636  
Email: anye@kslaw.com  
Correspondent Name: Amanda Laura Nye  
Address Line 1: 191 Peachtree Street  
Address Line 2: 45th Floor  
Address Line 4: Atlanta, GEORGIA 30303-1763

NAME OF SUBMITTER:	Amanda Laura Nye
Signature:	/Amanda Laura Nye/
Date:	07/20/2005

**TRADEMARK**

**REEL: 003124 FRAME: 0665**

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2005 by EQUITRAC CORPORATION, a Florida corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as the Administrative Agent for the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Administrative Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Loans and to incur LOC Obligations for the benefit of Grantor;

WHEREAS, the Administrative Agent and the Lenders are willing to make the Loans and to incur LOC Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of the Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the 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 the Credit Agreement or the Security Agreement, as applicable.
2. Grant Of Security Interest In Trademark Collateral. To secure the prompt and complete payment, performance and observance of all of the Credit Party Obligations and all renewals, extensions, restructurings and refinancings thereof, and all obligations, liabilities, and indebtedness of each Grantor arising under this Trademark Security Agreement and each other Credit Document to which such Grantor is a party, Grantor hereby grants to the Administrative Agent, on behalf of itself and the 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, including those referred to on Schedule I hereto;
  - (b) all renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (d) all products and proceeds of the foregoing, including, without limitation, all products and proceeds arising from any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including any Trademark licensed to a third party under

any Trademark License or (ii) injury to the goodwill associated with any Trademark, including any Trademark licensed to a third party under any Trademark License.


Notwithstanding the foregoing, no security interest shall be granted in, and the Trademark Collateral shall not include, (i) any Trademark to the extent granting a security interest in such Trademark is prohibited by or would render such Trademark invalid or unenforceable under applicable law and (ii) any intent to use Trademark application prior to the filing of a Statement of Use with the United States Patent and Trademark Office or the withdrawal of the intent to use basis for filing.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of the Security Agreement and any provision of this Trademark Security Agreement, the Security Agreement shall govern.

[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.

EQUITRAC CORPORATION

  
Name: Angelo A. GENKARELLI  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as the Administrative 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.

EQUITRAC CORPORATION

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

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as the Administrative Agent

By: Charles Buehler  
Name: Charles Buehler  
Title: Authorized Signatory


**ACKNOWLEDGMENT OF GRANTOR**

STATE OF FLORIDA )  
                                  ) ss.  
COUNTY OF BROWARD )

On this <sup>th</sup> 13 day of July, 2005 before me personally appeared Angelo A. Gencairelli, III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EQUITRAC CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



**Carol Simpson**  
Commission #DD258935  
Expires: Nov 14, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
\_\_\_\_\_  
Notary Public

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