TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Docutek Information Systems, Inc.		07/27/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	One Glenlake Parkway, Suite 400
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	Administrative Agent:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2740956	DOCUFAX
Registration Number:	2723041	DOCULIB
Registration Number:	2651435	DOCUTEK
Registration Number:	2780125	DOCUTEK ATSCHOOL
Registration Number:	2723010	DOCUTEK.COM
Registration Number:	2831919	DOCUTEK ERES
Registration Number:	2701663	ERES
Registration Number:	2844708	MAKING ONLINE LEARNING SIMPLE
Registration Number:	2850738	VRLPLUS

CH $240.00 2740956

CORRESPONDENCE DATA

Fax Number: (919)484-2089
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919-484-2391
Email: cbolen@wcsr.com

Correspondent Name:	M. Christopher Bolen
Address Line 1:	PO Box 13069
Address Line 4:	Research Triangle Pk, NORTH CAROLINA 27709

NAME OF SUBMITTER:	M. Christopher Bolen, Esq.
Signature:	/ M. Christopher Bolen/
Date:	08/01/2005

Total Attachments: 3
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COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS, executed as of the date set forth below but effective as of August 1, 2005;

WHEREAS, DOCUTEK INFORMATION SYSTEMS, INC., a Delaware corporation ("Grantor"), several financial institutions from time to time parties thereto (collectively, the "Lenders"), and Regions Bank, as agent for the Lenders (in such capacity, "Grantee"), executed and entered into that certain First Lien Financing Agreement, dated as of August 1, 2005 (the "Financing Agreement");

WHEREAS, the Financing Agreement requires Grantor to grant to Grantee a security interest in any registered or unregistered trademark claimed or acquired by Grantor or any of its subsidiaries or any application to register such a trademark filed by Grantor or any of its subsidiaries listed on Schedule A hereof (collectively, the "Trademarks");

WHEREAS, the security interest was granted pursuant to that certain First Lien Security Agreement, dated as of August 1, 2005 (the "Security Agreement");

WHEREAS, the Financing Agreement and Security Agreement are referred to collectively herein as the "Agreements"; and

WHEREAS, the parties hereto desire to confirm and perfect the Security Interest granted to Grantee (for the ratable benefit of the Lenders) in the Trademarks, in accordance with the Security Agreement;

NOW, THEREFORE, subject to the terms, conditions and limitations set forth in the Agreements, and in consideration of the mutual covenants, warranties and promises set forth in the Agreements, and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys unto Grantee for the ratable benefit of the Lenders a first lien Security Interest in and to the Trademarks, such grant being hereby effected for the purposes and subject to the terms, conditions and limitations set forth in the Agreements.

Grantor hereby appoints Regions Bank, with full power of substitution, to file and record this Collateral Assignment of Security Interest in Trademarks, to transact all business in the United States Patent and Trademark Office (the "PTO") in connection therewith, to receive any confirmatory documents relating thereto, and to take any and all action before the PTO to give effect to this Collateral Assignment of Security Interest in Trademarks and to the Agreements referred to herein.

The rights and remedies of Grantee with respect to the Security Interest granted herein are as set forth in the Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Collateral Assignment of Security Interest in Trademarks is deemed in conflict with the Agreements, the provisions of the Agreements, shall govern.

IN WITNESS WHEREOF, Grantor has duly executed this Collateral Assignment of Security Interest in Trademarks as of the 27th day of July, 2005.

DOCUTEK INFORMATION SYSTEMS, INC.

By: _____

Printed Name: Patrick C Sommers

Title: President

STATE OF Alabama)
)
COUNTY OF Madison)

On this 27th day of July, 2005, personally appeared before me Patrick C. Sommers of Docutek Information Systems, Inc., a Delaware corporation, and, being by me first duly sworn, signed the foregoing instrument and acknowledged that he/she executed the same in the capacity and for the purposes stated therein.

Kristen L. Clute
Notary Public

Kristen L. Clute
Printed Name of Notary Public

My commission expires: 2/24/2007

[SEAL]

SCHEDULE A

Docutek Information Systems, Inc.

TRADEMARKS

Mark	Registration No.	Date Registered
DOCUFAX	2,740,956	07-29-2003
DOCULIB	2,723,041	06-10-2003
DOCUTEK	2,651,435	11-19-2002
DOCUTEK ATSCHOOL	2,780,125	11-04-2003
DOCUTEK.COM	2,723,010	06-10-2003
DOCUTEK ERES	2,831,919	04-13-2004
ERES	2,701,663	04-01-2003
MAKING ONLINE LEARNING SIMPLE	2,844,708	05-25-2004
VRLPLUS	2,850,738	06-08-2004

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