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.		08/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	75 Holly Hill Lane
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	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: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 819-8753
Email: mschorr@whitecase.com

Correspondent Name:	Meredith Schorr c/o White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10036

NAME OF SUBMITTER:	Meredith Schorr
Signature:	/Meredith Schorr/
Date:	10/28/2005

Total Attachments: 3
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COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

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

WHEREAS, the Second Lien 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 Second Lien Security Agreement, dated as of Aug 1, 2005 (the "Second Lien Security Agreement");

WHEREAS, the Second Lien Financing Agreement and Second Lien 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 Second Lien 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 Security Interest (subject only in priority to the security interest granted under the Second Lien Security Agreement) 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 The Governor and Company of the Bank of Ireland, 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 1st day of August, 2005.

DOCUTEK INFORMATION SYSTEMS, INC.

By: _____

Printed Name: Larry D. Smith

Title: Secretary

NEWYORK 5054033 v3 (2K)

IN WITNESS WHEREOF, Grantor has duly executed this Collateral Assignment of Security Interest in Copyrights as of the 1 day of August, 2005.

CB384/05

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

The Seal of the Governor and Company of the Bank of Ireland was affixed hereto by authority of the Directors

Secretary
Peter Nugent

Maureen Shannon, Senior Bank Official
Bank of Ireland, Lr. Baggot Street, D.2

By: _____

Printed Name: The Seal of the Governor and Company of the Bank of Ireland was affixed hereto by authority of the Directors

Title: _____

The seal of the Bank may be affixed hereto

By: _____ Secretary

Printed Name: Peter Nugent

Title: _____

Maureen Shannon, Senior Bank Official
Bank of Ireland, Lr. Baggot Street, D.2

NEWYORK 5054033 v2 (2K)