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
JPMorgan Chase Bank, N.A.		01/31/2005	CORPORATION:
Clover Technologies Group, LLC		01/31/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76390013	IMAGE BRITE
Registration Number:	2642478	IMAGE EXCELLENCE

CH $65.00 76390013

CORRESPONDENCE DATA

Fax Number: (312)521-2875
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-521-2775
Email: asacharoff@muchshelist.com
Correspondent Name: Much Shelist Freed Denenberg Ament & Rub
Address Line 1: 191 N Wacker Drive, Suite 1800
Address Line 2: Adam Sacharoff
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	000143.0009
NAME OF SUBMITTER:	Adam K Sacharoff

Signature:	/aks/
Date:	11/03/2005

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2005, is entered into by and between JPMORGAN CHASE BANK, N.A. (successor by merger to Bank One, NA (Main Office Chicago)), a national banking association (**"Lender"**), and CLOVER EU, LLC, a Delaware limited liability company, CLOVER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company, CLOVER PURCHASING LLC (t/b/k/a Dataproducts USA LLC), a Delaware limited liability company and CLOVER HOLDINGS INC., an Illinois corporation (collectively, **"Borrower"**).

WHEREAS, Borrower has adopted and is using the marks shown in the attached Schedule A (the **"Marks"**), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Lender pursuant to (i) a certain Amended and Restated Credit Agreement, dated the date hereof, between Lender and Borrower and (ii) a certain Amended and Restated Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the **"Agreements"**); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks and registrations and applications therefor, which security interest shall secure all the Obligations (as defined in the Agreements) and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the security interest granted hereby is more fully set forth in the Agreements.

[Signature pages follow]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A (successor by merger to Bank One, NA (Main Office Chicago)), a national bank~~ing association~~

By: _____

Print Name: Carl Skoog

Title: First Vice President

[Signatures continue on following page]

TRADEMARK
REEL: 003186 FRAME: 0697

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

On this _____, 2005, before me personally came Carl Skoog, to me known, who, being by me duly sworn, did depose and say that he is a First Vice President of **JPMorgan Chase Bank, N.A.** (successor by merger to Bank One, NA (Main Office Chicago)), the national banking association described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said association.

Notary Public

OFFICIAL SEAL
JOYCE A CARUSO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/08/07

CLOVER TECHNOLOGIES GROUP, LLC

By: James J. Cerkleski
Print Name: _____
Title: _____

CLOVER PURCHASING LLC (t/b/k/a DATAPRODUCTS USA LLC)

By: James J. Cerkleski
Print Name: _____
Title: _____

CLOVER HOLDINGS INC.

By: James J. Cerkleski
Print Name: _____
Title: _____

CLOVER EU, LLC

By: James J. Cerkleski
Print Name: _____
Title: _____

Signature page to Trademark Security Agreement

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

On this _____, 2005, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of **Clover Technologies Group, LLC**, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Notary Public

OFFICIAL SEAL
GAIL SROUFEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 15,2005

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

On this _____, 2005, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of **Clover Purchasing LLC** (t/b/k/a Dataproducts USA LLC), the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Notary Public

OFFICIAL SEAL
GAIL SROUFEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 15,2005

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

On this _____, 2005, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of **Clover Holdings Inc.**, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Notary Public

OFFICIAL SEAL
GAIL SROUFEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 15,2005

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

On this _____, 2005, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of **Clover EU, LLC**, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Notary Public

OFFICIAL SEAL
GAIL SROUFEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 15, 2005

I.

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None

SCHEDULE A
To Trademark Security Agreement

I. UNITED STATES

A. U.S. TRADEMARK REGISTRATIONS

Clover Technologies Group, LLC

a) IMAGE BRITE Serial No. 76/390,013. Publication date: 10/15/02.

b) IMAGE EXCELLENCE Serial No. 76/315,583; Reg. No. 2,642,478. Publication date 8/6/02.

Clover Purchasing LLC

DIVISION	MARK/USE	CLASS OF GOODS	U.S. REGIST-RATION NUMBER	U.S. REGIST-RATION DATE	Country
U.S. Supplies	Ink Station/brand for printer supplies	IC 2	2754226	8/19/03	USA
U.S. Supplies	Ink Station & Design/brand for printer supplies	IC 2	2762671	9/9/03	USA
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9, US 26	1366402	10/22/85	USA, Austria, Benelux, Canada, China, France, Germany, Hong Kong, Ireland, Italy, Japan, Mexico, Singapore, UK
U.S. Supplies	Dataproducts/ brand for printer supplies	IC 1. 2. 9. 16 IS 21. 23. 26	2022725	12/17/96	USA

Clover EU, LLC

None.

Clover Holdings Inc.

None.

B. U.S. TRADEMARK APPLICATIONS

Clover Technologies Group, LLC

None.

Clover Purchasing LLC

None.

Clover EU, LLC

None.

Clover Holdings Inc.

None.

II. FOREIGN

A. FOREIGN TRADEMARK REGISTRATIONS

Clover Technologies Group, LLC

None.

Clover Purchasing LLC

DIVISION	MARK/USE	CLASS OF GOODS	U.S. REGIST-RATION NUMBER	U.S. REGIST-RATION DATE	Country
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9, US 26	1366402	10/22/85	USA, Austria, Benelux, Canada, China, France, Germany, Hong Kong, Ireland, Italy, Japan, Mexico,

DIVISION	MARK/USE	CLASS OF GOODS	U.S. REGIST-RATION NUMBER	U.S. REGIST-RATION DATE	Country
					Singapore, UK

Clover EU, LLC

None.

Clover Holdings Inc.

None.

B. FOREIGN TRADEMARK APPLICATIONS

Clover Technologies Group, LLC

None.

Clover Purchasing LLC

None.

Clover EU, LLC

None.

Clover Holdings Inc.

None.