

09-09-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD
TRAC



103077730

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-1-05

1. Name of conveying party(ies):
 Commerce Bank N.A.
 One Commerce Square
 2005 Market St., 2nd Floor
 Philadelphia, PA 19103

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Banking Association

Citizenship (see guidelines) Pennsylvania

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?
 Databank IMX LLC
 Name: _____
 Internal Suite 300
 Address: _____
 Street Address: 12000 Baltimore Ave.
 City: Beltsville
 State: Maryland
 Country: U. S. A.

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liability Company Citizenship Delaware

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)

3. Nature of conveyance / Execution Date(s) :
 Execution Date(s) Sept. 1, 2005

Assignment Merger
 Security Agreement Change of Name
 Other Assignment of Security Interests

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2098975, 2414922, 2317912, 2445025, 2572488, 2349156

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Amy Pugliano, Esq.
 Internal Address: Suite 600, East Tower
Sonnenschein Nath & Rosenthal LLP
 Street Address: 1301 K St., N.W.
 City: Washington,
 State: DC Zip: 20005
 Phone Number: 202 408-6479
 Fax Number: 202 408-6399
 Email Address: apugliano@sonnenschein.com

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1004
 Expiration Date July 2006

b. Deposit Account Number 09/09/2005 MUELLER 00000005 2098975
 Authorized User Name _____
 01 FC:0521
 02 FC:0522

9. Signature: Amy L. Pugliano 9/1/05
 Signature Date
 Amy Pugliano
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



09-01-2005

TRADEMARK
REEL: 003218 FRAME: 0283

TRADEMARK RECORDATION FORM COVER SHEET

CONTINUATION SHEET

Item 1:

FirsTrust Bank
15 East Ridge Pike
Conshohocken, PA 20705
A Pennsylvania Banking Association

Item 4B:

2574115
2516208
2498801
2571813

25152282\W-1

ASSIGNMENT OF SECURITY INTERESTS

THIS ASSIGNMENT OF SECURITY INTERESTS (this "Assignment"), dated as of September 1, 2005, is made by and among Commerce Bank N.A. ("Commerce"), Firsttrust Bank (together with Commerce, the "Assignors") and Databank IMX LLC (the "Assignee").

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of April 29, 2004 (the "Original Credit Agreement"), the Assignors provided a revolving credit line (the "Debt") to ImageMax, Inc. and ImageMax of Delaware, Inc. (collectively, the "Borrowers");

WHEREAS, in order to secure the interests of the Assignors in connection with such revolving credit line, the Borrowers, along with several affiliates thereof, and the Assignors entered into that certain Trademark Security Agreement, dated as of June 9, 2000 (the "Original Security Agreement"), whereby the Borrowers, along with such affiliates, granted to the Assignors security interests in the trademarks of the Borrowers (the "Secured Collateral");

WHEREAS, as of the date hereof, the Assignors and the Assignee have entered into that certain Note Purchase Agreement (the "Note Purchase Agreement"), whereby the Assignee purchased the Debt from the Assignors; and

WHEREAS, in connection with the Note Purchase Agreement, the Assignors and the Assignee have entered into that certain Assignment Agreement (the "Assignment Agreement"), whereby the Assignors assigned to the Assignee all rights of the Assignors to the Secured Collateral.

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

1. The Assignors hereby assign, transfer and set over to the Assignee all rights of the Assignors under the Original Security Agreement, including, but not limited to, continuing security interests in all of the Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:
 - A. each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Exhibit A hereto, and all of the goodwill of the Borrower's business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application; and
 - B. all products and proceeds of the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future (i) infringement or dilution of any trademark or trademark registration, including, without limitation, the trademarks and trademark registrations referred to in Exhibit A hereto, or the trademark registrations issued with respect to the trademark applications referred to in Exhibit A hereto and (ii) dilution of the goodwill associated with any trademark or trademark registration of the Borrower.
2. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

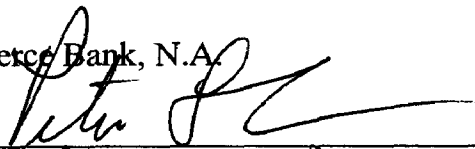
3. This Assignment is made and accepted upon and subject to the provisions of the Note Purchase Agreement, and such Note Purchase Agreement shall survive the execution and delivery of this Assignment to the extent provided therein.

4. This Assignment shall be governed by and construed in accordance with the laws of Pennsylvania without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

Assignors:

Commerce Bank, N.A.



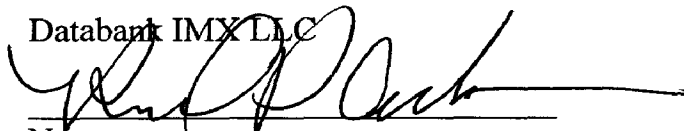
Name: PETER L DAVIS
Title: SCP

Firsttrust Bank

Name:
Title:

Assignee:

Databank IMX LLC



Name: RICHARD P. ASCHMAN
Title: CEO

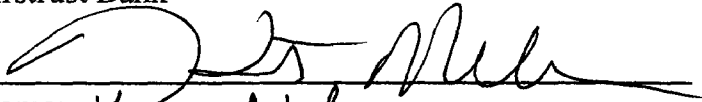
· IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

Assignors:

Commerce Bank, N.A.

Name:
Title:

Firsttrust Bank



Name: Kent Nelson
Title: SVP

Assignee:

Databank IMX LLC

Name:
Title:

EXHIBIT A

1.	IMAGEMAX	ImageMax, Inc.	2098975	9/23/97	Registered
2.	IMAGEMAX	ImageMax, Inc.	2414922	12/26/00	Registered
3.	IMAGEMAX & Design	ImageMax, Inc.	2317912	2/15/00	Registered
4.	IMAGEMAX ES	ImageMax, Inc.	2445025	4/17/01	Registered
5.	SCANTRAX	ImageMax, Inc.	2572488	5/28/02	Registered
6.	COLDTRAX	ImageMax, Inc.	2349156	5/9/00	Registered
7.	WEBTRAX	ImageMax, Inc.	2574115	5/18/02	Registered
8.	SCANTRAX RETRIEVAL	ImageMax, Inc.	2516208	12/11/01	Registered
9.	FILETRAX RETRIEVAL	ImageMax, Inc.	2498801	10/16/01	Registered
10.	WEB X WEBTRAX and Design	ImageMax, Inc.	2571813	5/21/02	Registered

TRADEMARK OFFICE FILING RECEIPT

Marks:

Reg. Nos. 2098975, 2414922, 2317912, 2445025, 2572488
2349156, 2574115, 2516208, 2498801, 2571813

For:

- 1) Recordation Form Cover Sheet and Continuation Sheet
- 2) Assignment of Security Interests (from Commerce Bank N.A. and FirsTrust Bank to Databank IMX LLC)
- 3) Fee: \$265.00 Credit Card Payment Form-Sonnenschein Nath & Rosenthal AMEX Account No. 378571695401004