



09-08-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

09-15-2005

U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

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EXEMPT PROCESS

103082187

For the new address(es) below.

To the Director of the U. S. Patent and Trade

1. Name of conveying party(ies): First Union, N.A. successor by merger to Corestates Bank, N.A.; Broad & Chestnut Streets, Philadelphia, PA 19101

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Imagemax, Inc.
Internal Address: _____
Address: _____
Street Address: 455 Pennsylvania Ave.
City: Fort Washington, PA 19034
State: PA
Country: U.S.A. Zip: 19034

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

Citizenship (see guidelines) Pennsylvania

Additional names of conveying parties attached? Yes No

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Pennsylvania
- Other _____ Citizenship _____

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) 06/09/2000

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Security Interest

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

A. Trademark Application No.(s) 75/703586

B. Trademark Registration No.(s) 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: Sonnenschein Nath Rosenthal LLP

Street Address: 1301 K Street, N.W. Suite 600, East Tower

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: 16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- 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 80/11/2005 MUELLER 00000002 75703506

Authorized User Name _____
40.00 DP
375.00 DP

9. Signature: Amy Pugliano
Signature

9/8/05
Date

Amy Pugliano
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
REEL: 003220 FRAME: 0254

9-8-05

TRADEMARK RECORDATION FORM COVER SHEET

CONTINUATION SHEET

Item 4A: Trademark Application Nos.

75/359347, 75/469442, 75/671586, 75/567746, 75/703795,
75/637982, 75/635377

Item 4B: Trademark Registration Nos.

2144819, 2144820, 2202538, 2115750, 2098975, 2116723, 2132933

RECEIVED
TRADEMARK OFFICE

2005 SEP -8 P 4: 32

INTERNATIONAL
TRADEMARK OFFICE

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Release dated as of June 9, 2000 by FIRST UNION, N.A. as successor by merger to CORESTATES BANK, NA, having offices at Broad and Chestnut Streets, Philadelphia, Pennsylvania, 19101, ("Lender") for itself and as Agent for certain Banks (the "Banks") under a certain Credit Agreement dated April 30, 1998, among IMAGEMAX, INC, a Pennsylvania corporation ("ImageMax"), having an address at 455 Pennsylvania Avenue, Ft. Washington, Pennsylvania 19034, certain of its subsidiaries, the Lender and the Banks (as amended, the "Credit Agreement"), in favor of ImageMax.

WHEREAS, ImageMax is the owner of certain United States trademarks as listed on Schedule I and copyrights as listed on Schedule II hereto; and

WHEREAS, ImageMax pledged and granted to Lender as collateral for the Obligations under the Credit Agreement a security interest and lien in and to certain intellectual property including (1) the trademarks listed on Schedule I, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in a certain Trademark Collateral Agreement in favor of the Lender (the "Trademarks") and (2) the copyrights listed on Schedule II, including the registrations thereof, and all other related claims and rights as more fully described in a certain Copyright Collateral Agreement in favor of the Lender (the "Copyrights"); and


WHEREAS, all of the Obligations under the Credit Agreement have been satisfied in full;

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Lender, for itself and as Agent for the other Banks, hereby releases and remits to ImageMax any and all security interest and lien in and to and any and all right, title and interest in and to all intellectual property of ImageMax, including the aforesaid Trademarks and Copyrights, and gives notice of such release of security interest.

Executed as of the date first above written.

ATTEST:

FIRST UNION, N.A.

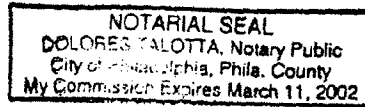
By: 
Name: PATRICIA A. BUEHLER
Title: VICE PRESIDENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF PHILADELPHIA :

Before me, the aforesaid, a Notary Public in and for the state and county aforesaid, on this 9th day of June, 2000, personally appeared PATRICIA A. BARBER, to me known personally, and who, being first by me duly sworn, depose and say that [s]he is Vice President of FIRST UNION, N.A., a Pennsylvania corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that they acknowledged said instrument to be the free act and deed of said corporation.

Dolores Salotta
Notary Public

My Commission Expires:



Schedule I

Schedule of Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Ser./Reg. No.</u>	<u>Date</u>
ImageMax, Inc.	COLDTRAX	Registered	2,349,156	5/9/00
ImageMax, Inc.	DISCOVERY PRO & Design	Registered	2,144,819	3/17/98
ImageMax, Inc.	DISCOVERY PRO (Stylized)	Registered	2,144,820	3/17/98
ImageMax, Inc.	FILETRAC	Registered	2,202,538	11/10/98
ImageMax Inc.	FILETRAX	Registered	2,115,750	11/25/97
ImageMax, Inc.	FILETRAX RETRIEVAL	Pending	75/703,586	5/12/99
ImageMax of Ohio, Inc.	IMAGEMAX	Registered	2,098,975	9/23/97
ImageMax, Inc	IMAGEMAX	Pending	75/359,347	9/18/97
ImageMax, Inc.	IMAGEMAX & Design	Pending	75/469,442	4/17/98
ImageMax, Inc.	IMAGEMAX ES	Pending	75/671,586	3/31/99
ImageMax, Inc.	IIS INTELLECT	Registered	2,116,723	11/25/97
ImageMax, Inc.	INTELLECT	Registered	2,132,933	1/27/98
ImageMax, Inc.	SCANTRAX	Opposition Pending	75/567,746	10/9/98
ImageMax, Inc.	SCANTRAX RETRIEVAL	Pending	75/703,795	5/12/99
ImageMax, Inc.	WEB X WEBTRAX & Design	Pending	75/637,982	2/5/99
ImageMax, Inc.	WEBTRAX	Pending	75/635,377	2/5/99

Schedule II

Schedule of Copyrights

<u>Owner</u>	<u>Copyright</u>	<u>Juris/ Registration No.</u>	<u>Date</u>
ImageMax, Inc.	"ColdTRAX - Version 1.0"	U.S./TXu 896-183	3/12/99
ImageMax of Nebraska, Inc.	"Docu-Rom Retrieval"	U.S./TX-4-330-340	4/3/96
ImageMax, Inc. (by reason of roll up of IM of NE)	"Docu-Rom Service Bureau"	U.S./TX-4-330-341	4/3/96
ImageMax, Inc.	"FileTRAX - Version 5.0"	U.S./TXu-891-514	2/8/99
ImageMax, Inc.	"FileTRAX Retrieval Version 5.00"	U.S./TXu-903-615	5/17/99
ImageMax, Inc.	"ImageTRAX 1.50"	U.S./TX 4-926-861	2/26/99
ImageMax, Inc.	"ScanTRAX Retrieval - Version 5.00"	U.S./TXu 899-637	3/25/99
ImageMax, Inc.	"ScanTRAX - Version 5.00"	U.S./TXu 898-379	3/21/99
ImageMax, Inc.	"Scan X - Version 5.00"	U.S./TXu 896-189	3/12/99
ImageMax, Inc.	"WebTRAX - Unix (Revision 1.1)"	U.S./TXu 895-791	3/25/99
ImageMax, Inc.	"WebTRAX NT - Version 5.00"	U.S./TXu 895-792	3/25/99

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PHLEGAL: #897200 v1 (J8@8011.WPD)