

09-19-2005



DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION
TRADEMARK**

103084106
ONLY

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

1. Name of conveying party(ies):

ImageMax, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 9/12/05

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Databank IMX LLC

Internal

Address: _____

Street Address: 1200 Baltimore Ave.

City: Beltsville

State: MD

Country: U.S.A.

Zip: _____

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited Liability Co 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)

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

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:

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 _____
Authorized User Name _____

9. Signature: Amy L. Pugliano

Amy Pugliano

Signature

9/12/05

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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 RECORDATION FORM COVER SHEET

CONTINUATION SHEET

Item 4B: Trademark Registration Nos.

2414922

2317912

2445025

2572488

2349156

2574115

2516208

2498801

2571813

25152282\V-1

ASSIGNMENT OF TRADEMARKS

WHEREAS, ImageMax, Inc., a Pennsylvania corporation having a place of business at 455 Pennsylvania Avenue, Fort Washington, Pennsylvania, U.S.A., which is hereinafter referred to as "ASSIGNOR," owns certain trademarks and trademark applications, which are more particularly set forth on Schedule A attached hereto (the "Trademarks").

WHEREAS, Databank IMX LLC, a Delaware limited liability company having a place of business at 12000 Baltimore Avenue, Beltsville, Maryland, U.S.A., which is hereinafter referred to as "ASSIGNEE," is desirous of acquiring the entire interest in, to and under the Trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00) and in consideration of the credit bid at the UCC public foreclosure sale held on the date hereof and directions given in connection with such sale, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to the Trademarks or any continuation, continuation-in-part, division, renewal, re-examination, substitute or reissue thereof for the full term or terms for which the same may be granted, including the right to sue and recover for past infringement.

ASSIGNOR also assigns all the good will of the business in which the Trademarks are used.

ASSIGNOR also assigns all of its right, title and interest in and to the Trademarks and such goodwill in all foreign countries, and all applications for trademarks or other rights that may evolve therefrom.


ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the Trademarks as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said Trademarks that may be necessary or desirable to carry out the purposes hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of September 16, 2005.

IMAGEMAX, INC.


Name: Mitchell L. Kaplan
Its: Chief Executive Officer

Acknowledged and Accepted:

DATABANK IMX LLC

Name:

Its:

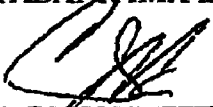
IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of September 12, 2005.

IMAGEMAX, INC.

Name:
Its:

Acknowledged and Accepted:

DATABANK IMX LLC



Name: *C. Barker*
Its: *member / president*

SCHEDULE 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 FEE PROCESS

2005 SEP 12 P 3:15

TRADEMARK OFFICE FILING RECEIPT

U.S. PATENT &
TRADEMARK OFFICE

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 Trademarks (from ImageMax, Inc. to Databank IMX LLC)
- 3) Fee: \$265.00 Credit Card Payment Form-Sonnenschein Nath & Rosenthal AMEX Account
No. 378571695401004