

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Peak Technologies, Inc.		02/07/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Admin. Agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2689943	DATA HARVESTER
Registration Number:	2970485	IMPROVING THE FLOW OF BUSINESS
Registration Number:	2744781	PEAK ACCELERATOR
Registration Number:	2759448	PEAK ACCELERATOR
Registration Number:	1749924	PEAK
Registration Number:	2967146	PEAK INTELLIFIELD
Registration Number:	2219955	PEAK PEAK TECHNOLOGIES
Registration Number:	2593103	PEAK PERFORMANCE
Registration Number:	2444108	PEAK S/3 INTERFACE
Registration Number:	2185830	PROCESS COMMAND CENTER
Registration Number:	2387430	
Registration Number:	2526497	
Registration Number:	2473666	TELPAR

CH \$490.00 2689943

Registration Number:	2484833	TRACKMASTER
Registration Number:	2284379	WIRELESS WAREHOUSE
Registration Number:	2342082	WIRELESS WAREHOUSE
Serial Number:	76371875	EPOD
Serial Number:	78510430	PEAK MINETCONNECT
Serial Number:	78596056	PEAK TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: carey.lening@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Carey Lening
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	352843
NAME OF SUBMITTER:	Carey Lening
Signature:	/cni/
Date:	03/03/2006

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of February 7, 2006, among the Grantor listed on the signature pages hereof ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified at any time or from time to time, the "Credit Agreement") among Peak Technologies, Inc., an Illinois corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified at any time or from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and, subject to Section 9-408 of the Code, to the extent applicable, Trademark Intellectual Property Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto.

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted

hereby are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are incorporated by reference herein as if fully set forth herein.

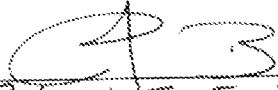
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

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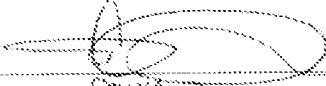
IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PEAK TECHNOLOGIES, INC.,
an Illinois corporation, as Grantor

By: 
Name: Robert J. Foubtran
Title: Vice President & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: 
Name: CAROL D.
Title: N.P.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
Data Harvester	U.S.	2689943
Improving the Flow of Business	U.S.	2970485
Nucleus Stock Audit	E.C.	482059
Nucleus Stock Audit	Mexico	575297
Nucleus Stock Audit and design	E.C.	553396
Peak Accelerator	U.S.	2744781
Peak Accelerator and design	U.S.	2759448
Peak and design	U.S.	1749924
Peak Direct and design	E.C.	1322353
Peak Intellifield	U.S.	2967146
Peak Peak Technologies	Mexico	568212
Peak Peak Technologies	Mexico	568213
Peak Peak Technologies and design	Canada	TMA549718
Peak Peak Technologies and design	E.C.	460485
Peak Peak Technologies and design	Japan	4440297
Peak Peak Technologies and design	Mexico	584884
Peak Peak Technologies and design	Mexico	641876
Peak Peak Technologies and design (to be abandoned)	U.S.	2219955
Peak Performance	U.S.	2593103
Peak S/3 Interface	U.S.	2444108
Peak Technologies	E.C.	1831791
Process Command Center	U.S.	2185830
Puzzle design	U.S.	2387430
Puzzle design (2)	U.S.	2526497
Telpac	U.S.	2473666
Trackmaster	Canada	TMA 514428
Trackmaster	E.C.	460444
Trackmaster	Japan	4318568
Trackmaster	Mexico	575298
Trackmaster	U.S.	2484833

TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 003258 FRAME: 0726

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
Wireless Warehouse (to be abandoned)	Canada	TMA531399
Wireless Warehouse (to be abandoned)	E.C.	468215
Wireless Warehouse (to be abandoned)	Japan	4318566
Wireless Warehouse (to be abandoned)	Mexico	575299
Wireless Warehouse (to be abandoned)	U.S.	2284379
Wireless Warehouse and design (to be abandoned)	Canada	TMA 539740
Wireless Warehouse and design (to be abandoned)	E.C.	468330
Wireless Warehouse and design (to be abandoned)	Japan	4318567
Wireless Warehouse and design (to be abandoned)	Mexico	568214
Wireless Warehouse and design (to be abandoned)	U.S.	2342082

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>
ePod*	U.S.	76/371875
Peak MiNetConnect (intent-to-use)	U.S.	78/510430
Peak Technologies (intent-to-use)	U.S.	78/596056

*The ePod mark was assigned to the Company by Nexiq Technologies, Inc. in 2003. There is a security agreement between Fleet National Bank and Nexiq, executed in 1998 and recorded in the United States Patent and Trademark Office for which no release has been recorded.

<u>Domain Name</u>	
kioskprinter.com	peakmobileprinting.com
kioskprinter.com	peaktech.com
kioskprinter.com	peaktechnologies.ch
kioskprinter.com	peaktechnologies.co.uk
labelandribbons.com	peak-technologies.com
peak.de	telpar.com
peakcanada.com	telpar.net
peakdirect.com	telpar.org
peakeurope.ch	telparprinters.com
peakeurope.com	telparprinters.net
peakeurope.nl	ttservice.com
peakmobileprinting.co.uk	telparprinters.org

Trade Names

Telpar

NO. 211 194.0