

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	Security Agreement																																							
CONVEYING PARTY DATA																																								
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TRADEMARK
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ATTORNEY DOCKET NUMBER:

364153

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

07/24/2006

Total Attachments: 10

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated as of July 12, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Credit Suisse, as first lien collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, CorpSource MergerSub, Inc., a Delaware corporation to be merged with and into SOURCECORP, Incorporated, a Delaware corporation (the "*Borrower*"), has entered into the First Lien Credit Agreement dated as of July 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with CorpSource Holdings, LLC, a Delaware limited liability company ("*Holdings*"), the lenders from time to time party thereto (the "*Lenders*") and Credit Suisse, as administrative agent.

WHEREAS, as a condition precedent to the extension of credit by the Lenders and the Issuing Bank under the Credit Agreement, the Grantor has executed and delivered the First Lien Guarantee and Collateral Agreement dated as of July 12, 2006, among the Borrower, Holdings, the Subsidiaries of the Borrower from time to time party thereto and Credit Suisse, as Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"). Terms defined in the Guarantee and Collateral Agreement and not otherwise defined herein are used herein as defined in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (the "*Collateral*"):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any

political subdivision thereof, together with all goodwill associated with or symbolized thereby and all assets, rights and interests that uniquely reflect or embody the foregoing, including those listed on Schedule A (the "**Trademarks**");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Additional Grantors. Any Subsidiary that (i) is required to become a party to the Guarantee and Collateral Agreement pursuant to Section 5.11 of the Credit Agreement and (ii) owns any Collateral shall enter into the Trademark Security Agreement as a Grantor by executing and delivering a supplement in the form of Exhibit A hereto.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security

interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

SOURCECORP, INCORPORATED,

By Ed H. Bowman Jr.
Name: Ed H. Bowman Jr.
Title: President

Address for Notices:

3232 McKinney Ave., Suite 1000
Dallas, TX 75204

DELIVEREX ACQUISITION CORP.

SOURCECORP HEALTHSERVE, INC.

KEYPOINT CONSULTING LLC

By Barry L. Edwards
Name: Barry L. Edwards
Title: Vice President

Address for Notices:

3232 McKinney Ave., Suite 1000
Dallas, TX 75204

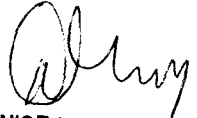
[First Lien Trademark Security Agreement]

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CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

By _____

Name: 
Title: CASSANDRA DROOGAN
VICE PRESIDENT


DENISE L. ALVAREZ
ASSOCIATE

[First Lien Trademark Security Agreement]

TRADEMARK
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FORM OF SHORT-FORM TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "*Trademark Security Agreement Supplement*") dated as of [●], is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Credit Suisse, as first lien collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, CorpSource MergerSub, Inc., a Delaware corporation which was merged with and into SOURCECORP, Incorporated, a Delaware corporation (the "*Borrower*"), has entered into the First Lien Credit Agreement dated as of July 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with CorpSource Holdings, LLC, a Delaware limited liability company ("*Holdings*"), the lenders from time to time party thereto (the "*Lenders*") and Credit Suisse, as administrative agent.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered the First Lien Guarantee and Collateral Agreement dated as of July 12, 2006, among the Borrower, Holdings, the Subsidiaries of the Borrower from time to time party thereto and Credit Suisse, as Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*") and that certain Trademark Security Agreement dated as of July 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*"). Terms defined in the Guarantee and Collateral Agreement and not otherwise defined herein are used herein as defined in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (the "*Additional Collateral*"):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other

source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, together with all goodwill associated with or symbolized thereby and all assets, rights and interests that uniquely reflect or embody the foregoing, including those listed on Schedule A (the “**Trademarks**”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Additional Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this Trademark Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this Trademark Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[NAME OF GRANTOR]

By _____
Name:
Title:

Address for Notices:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

By _____
Name:
Title:

By _____
Name:
Title:

Schedule A

I. Trademarks

<u>Owner</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Deliverex Acquisition Corp.	Deliverex	October 6, 1981	Reg. No. 1172589
SOURCECORP, Incorporated	FASTRIEVE.COM	November 20, 2001	Reg. No. 2,508,964
SOURCECORP, Incorporated	Click-Bill	July 24, 2001	Reg. No. 2,471,490
SOURCECORP, Incorporated	SOURCECORP	March 2, 2004	Reg. No. 2,820,372
SOURCECORP, Incorporated	"SOURCECORP" and design,	December 16, 2003	Reg. No. 2,795,958
SOURCECORP, Incorporated	SOURCECORP HEALTHSERVE	August 10, 2004	Reg. No. 2,871,369
SOURCECORP, Incorporated	Resources. Solutions. Results	December 9, 2003	Reg. No. 2,792,728
Quality Copy Acquisition Corp. (n/k/a SOURCECORP HealthSERVE, Inc.)	"M Merit" and design	August 24, 1999	No. 2272646
Keypoint Consulting LLC	Keypoint	November 9, 1999	Reg. No. 2,291,095
Keypoint Consulting LLC	Economics for Law and Business	March 7, 2000	Reg. No. 2,327,431

II. Trademark Applications

<u>Applicant</u>	<u>U.S. Mark</u>	<u>Date Filed</u>	<u>Application No.</u>
SOURCECORP, Incorporated	"SOURCECORP" and design	February 26, 2006	Application No. 76/345,909
SOURCECORP, Incorporated	SOURCECORP	January 13, 2006	Serial No. 76/333,769
SOURCECORP, Incorporated	DeliverExchange	March 14, 2006	Application No. 78/837,067