

10-05-2006

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/20)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeF 103317712
TRADEMARKS 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):

Proficient Data Management, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Illinois
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance)/Execution Date(s) :**Execution Date(s) September 29, 2006

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

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: MB Financial Bank N.A.

Internal _____

Address: _____

Street Address: 1200 North Ashland Ave.City: ChicagoState: ILCountry: USA Zip: 60622☐ Association Citizenship _____☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☒ Corporation Citizenship Delaware☐ 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)**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)

2630063

2648102

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: Magdalini Rizakos

Internal Address: _____

Street Address: c/o Latham & Watkins LLP233 S. Wacker Drive, Suite 5800City: ChicagoState: IL Zip: 60606Phone Number: 312-993-2698Fax Number: 312-993-9870Email Address: magdalini.rizakos@lw.com**6. Total number of applications and registrations involved:**

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$65.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:Magdalini Rizakos

Signature

10/02/06

Date

10/05/2006 DBYRNE 00000058 2630063

Magdalini Rizakos

Name of Person Signing

6E:01WY \$ 100.00
Total number of pages including cover sheet, attachments, and document: 6Documents to be recorded (including cover sheet) should be brought to the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450TRADEMARK
REEL: 003402 FRAME: 075310/05/2006 DBYRNE 00000058 2630063
01 FC:8521
02 FC:8522
03 FC:8523

10-4-06

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 29th day of September, 2006 by PROFICIENT DATA MANAGEMENT, INC., an Illinois corporation ("Grantor"), in favor of MB FINANCIAL BANK N.A. ("Grantee");

WITNESSETH

WHEREAS, Grantor and Grantee are parties to that certain Amended and Restated Credit Agreement dated as of December 30, 2005 (as amended by that certain Consent and First Amendment dated as of the date hereof and as further amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of a certain Second Amended and Restated Security Agreement of even date herewith among Grantor, Grantee and other signatory parties thereto (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PROFICIENT DATA MANAGEMENT, INC.

By: *Shoshana Vernick*
Its: Secretary

Agreed and Accepted
As of the Date First Written Above:

MB FINANCIAL BANK N.A.

By: _____
Its: _____

[Signature Page to PDM Trademark Security Agreement]


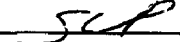
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PROFICIENT DATA MANAGEMENT, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above:

MB FINANCIAL BANK N.A.

By: 
Its: 

[Signature Page to PDM Trademark Security Agreement]

TRADEMARK
REEL: 003402 FRAME: 0757

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	COUNTRY	REG. NO.	REG. DATE	OWNER	COMMENTS
PROFICIENT DATA THE DOCUMENT DISTRIBUTION SOLUTION	U.S.	2630063	10/8/2002	Proficient Data Management, Inc.	None.
PROFICIENT DATA.COM THE DOCUMENT DISTRIBUTION SOLUTION	U.S.	2648102	11/12/2002	Proficient Data Management, Inc.	None.