

11-17-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/21)



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

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TRADEMARKS ONLY

2006 NOV 16 AM 11:33
FINANCE SECTION

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

11.16.06

1. Name of conveying party(ies):
INFOGIX, INC.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Name: JP Morgan Chase Bank, N.A.
Internal _____
Address: _____
Street Address: 1 Bank One Plaza
City: Chicago
State: IL
Country: USA Zip: 60670

Association Citizenship U.S.
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 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) June 30, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Attached

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: William F. McGuinn
Internal Address: Sugar, Friedberg & Felsenthal, LLP.
Street Address: 30 North LaSalle Street Suite 3000
City: Chicago
State: IL Zip: 60602
Phone Number: (312) 704-9400
Fax Number: (312) 372-7951
Email Address: wmcguinn@sff-law.com

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$365.00

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: Michele L. Clauss _____ _____
Signature Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

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

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TRADEMARK
REEL: 003445 FRAME: 0188

EXHIBIT 1A

TRADEMARKS

Trademark	Country	Serial <u>Number</u>	Registered <u>Date</u>	Registered <u>Number</u>
ACR & DESIGN	USA	80915US008	01/06/87	1,423,672
ACR/Summary®	USA	80915US002	03/14/95	1,883,384
ACR/Detail®	USA	80915US003	03/21/95	1,884,679
ACR/Plus®	USA	80915US005	07/19/94	1,845,486
ACR/File®	USA	80915US004	04/11/95	1,888,261
Information Integrity®	USA	80915US001	11/14/95	1,934,685
Unitech Systems, Inc.®	USA	80915US00	10/19/99	2,287,336

Marks Applied For

Mark	Application Serial Number	Filing Date
CONTROLSASSURE	78/728,259	10/06/05
CONTROLSINSIGHT	78/636,918	05/25/05
INFOGIX	78/657,762	06/24/05
ACR/INSIGHT	76/616,149	10/12/04
ACR ESSENTIALS	76/616,140	10/12/04
INFOGIX	European Community: 4,552,923	06/20/05
INFOGIX	Canada: 1,265,365	06/19/05

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of this 30th day of June, 2006 by Infogix, Inc. (the "Assignor") to JP Morgan Chase Bank, N.A. (the "Lender") pursuant to the Trademark Security Agreement dated as of the date hereof by and between the Assignor and the Lender (the "Trademark Security Agreement").

Background

Section 5(a) of the Trademark Security Agreement provides that the Assignor shall execute a written assignment of the Trademarks listed on Exhibit A thereto (attached hereto as Exhibit 1A) and deliver such assignment to the Lender to be held in escrow until such time as (a) an Event of Default under the Credit Agreement between Assignor and Lender dated as of the date hereof (the "Credit Agreement") shall occur and the Lender has elected to exercise its remedies in respect thereof, or (b) the Assignor requests delivery of the assignment pursuant to Section 6 of the Trademark Security Agreement.

1. Assignment. The Assignor hereby assigns to Lender and its successors and assigns, the Trademarks referred to in Exhibit 1A together with any goodwill of the business in connection with which such Trademarks are used, and registrations and applications therefor (collectively, the "Assigned Material").

2. No Other Assignment. The Assignor warrants and represents that it has made no other assignment or disposition of the Assigned Material other than in favor of the Lender.

3. Right to File. Upon the occurrence of an Event of Default and the election by the Lender to exercise its remedies in respect thereof, the Lender shall be entitled, without prior notice to the Assignor, to file this Assignment with the United States Patent and Trademark Office and shall have the right, at any time (but shall have no obligation) to take, in its name or in the name of the Assignor or otherwise, such actions as the Lender may, at any time or from time to time, deem necessary to sell, transfer and assign the Assigned Material.

4. Reliance. If the Lender shall elect to exercise its rights hereunder and under the Assignment, the United States Patent and Trademark Office shall have the right to rely upon the Lender's written statement of the Lender's right to sell, assign and transfer the Assigned Material and the Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Lender either in the Assignor's name or in the Lender's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the Assignor under the Credit Agreement.

5. Notices. Notices that may or are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses designated below, or such other address as the Assignor and the Lender may designate in writing by notices similarly sent.

6. No Further Assignments. The Assignor shall not further assign, transfer or convey its interests in the Assigned Material without the prior written consent of the Lender.

7. Governing Law and Severability. This Assignment shall be construed according to the laws of the State of Illinois without regard to its conflicts of laws principles and if any of its provisions are judicially determined to be in conflict with any law of the State of Illinois or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its said officer as of the date first above written.

INFOGIX, INC.

By: Madhavan Lakshmi
Its: President

Address for Notices:
1240 East Diehl Rd., Suite 300
Naperville, IL 60563

STATE OF ILLINOIS

:

: ss.

COUNTY OF COOK

:

On the 29 day of August, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Madhavan K. Nayar, who acknowledged himself to be the President of infogix, INC., and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

Lauren E. Crowther
Notary Public

My Commission Expires:

