OP \$40.00 28457

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comerica Bank, as Administrative Agent		12/27/2006	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	On-Site Sourcing, Inc.	
Street Address:	800 North Henry Street	
City:	Alexandria	
State/Country:	VIRGINIA	
Postal Code:	22314	
Entity Type:	CORPORATION: DELAWARE	

Name:	DocuForce Financial Corp.	
Street Address:	800 North Henry Street	
City:	Alexandria	
State/Country:	VIRGINIA	
Postal Code:	22314	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2845746	DOCUFORCE

CORRESPONDENCE DATA

Fax Number: (617)951-8736

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-951-8464

Email: paula.mazzeo@bingham.com

Correspondent Name: Paula A. Mazzeo
Address Line 1: 150 Federal Street

TRADEMARK
REEL: 003451 FRAME: 0831

900065614

l	Bingham McCutchen LLP Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Paula A. Mazzeo		
Signature:	/PAMazzeo/		
Date:	12/28/2006		
Total Attachments: 4 source=Termination IPSA#page1.tif source=Termination IPSA#page2.tif source=Termination IPSA#page3.tif source=Termination IPSA#page4.tif			

TRADEMARK
REEL: 003451 FRAME: 0832

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 27, 2006, by COMERICA BANK, a bank organized under the laws of the State of Michigan, as administrative agent ("Agent") for the Lenders (as defined below) and other Secured Parties, in connection with that certain Intellectual Property Security Agreement, dated as of December 23, 2005 (as amended, supplemented and otherwise

modified from time to time, the "Agreement") by and between On-Site Sourcing, Inc., a Delaware Corporation, DocuForce Financial Corp., a Delaware corporation (individually and collectively, hereinafter, the "Grantors") and the Agent.

WHEREAS, the Grantors are party to that certain Credit Agreement, dated as of December 23, 2005 (as amended and in effect from time to time, the "Credit Agreement") by and among the Grantors, the Agent, and each of the financial institutions party thereto (the "Lenders") (capitalized terms not otherwise defined herein shall have the means ascribed to them in the Credit Agreement);

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of December 23, 2005 (as amended and in effect from time to time, the "Security Agreement") by and among the Grantors, the Agent and the Lenders;

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantors and the Agent entered into the Agreement, which was recorded with the United States Patent and Trademark Office on the dates and on the reels and frames set forth on Exhibit A and Exhibit B attached hereto, for the purpose of securing payment and performance of the Obligations;

WHEREAS, pursuant to the Agreement, the Grantors granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in, and granted, assigned and conveyed to the Agent, for the benefit of the Agent and the Lenders, by way of collateral security, the Grantors' entire right, title and interest in and to, the Intellectual Property Collateral (as defined in the Agreement); and

WHEREAS, the Agent has agreed to terminate and release the Agreement and assign and transfer to the Grantors the Agent's right, title and interest in the Intellectual Property Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Agreement and discharges all of the Agent's security interest in the Intellectual Property Collateral and all other security interests granted under the Agreement and assigns and transfers to the Grantors, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Intellectual Property Collateral, including without limitation the trademarks listed on Exhibit A attached hereto and the patents listed on Exhibit B attached hereto, effective as of the date set forth above.

BUSDOCS/1614350.1

TRADEMARK
REEL: 003451 FRAME: 0833

The parties hereto hereby acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office, or any applicable state trademark office, to evidence the termination and release granted herein. The Agent hereby agrees to deliver any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby, at the Grantors' expense.

[Remainder of page left intentionally blank]

COMERICA BANK, as Agent

By: Gone & like

Name: James C., Silva

Title: Sup

(Signature Page for Termination and Intellectual Property Security Agreement)

BUSDOC\$/1614350.1 BUSDOCS/1615492.1/3001587-0000323442

EXHIBIT A

Trademarks, and Trademark Registrations and Licenses

I. TRADEMARK REGISTRATIONS.

Company

Mark

Reg. No.

<u>Date</u>

Reel/Frame

On-Site Sourcing, Inc. DocuForce

2,845,746

05/25/2004

3218/0167

II. TRADEMARK APPLICATIONS.

Company

<u>Mark</u>

Reg. No.

<u>Date</u>

Reel/Frame

None.

III. TRADEMARK LICENSES.

Company

Name of Agreement

Date of Agreement Parties

None.

BUSDOCS/1614350.1

TRADEMARK **REEL: 003451 FRAME: 0835**

EXHIBIT B

Patents, and Patent Applications and Licenses

I. PATENT REGISTRATIONS.

Reel/Frame Company **Patent** Reg. No. Date On-Site Sourcing, 6,026,380 System and 02/15/2000 016945/0594 methods for Inc. tracking copy count information

from a plurality of photocopy machines

PATENT APPLICATIONS. II.

Company Patent Application No. Reg. No. Reel/Frame Date

None.

III. PATENT LICENSES.

Company Name of Agreement Date of Agreement <u>Parties</u> Reel/Frame

None.

BUSDOCS/1614350.1

RECORDED: 12/28/2006

REEL: 003451 FRAME: 0836

TRADEMARK