

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank		02/28/2007	National Banking Association:

RECEIVING PARTY DATA

Name:	Lason, Inc.
Street Address:	1305 Stephenson Highway
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48083
Entity Type:	CORPORATION: DELAWARE

Name:	Lason Systems, Inc.
Street Address:	1305 Stephenson Highway
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48083
Entity Type:	CORPORATION: DELAWARE

Name:	Lason International, Inc.
Street Address:	1305 Stephenson Highway
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48083
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	76454141	DOCUMENT DNA
Serial Number:	76454142	DOCUMENT DNA INCREASING PRODUCTIVITY WITH

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		DIGITAL NETWORK ACCESS
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Registration Number:	3142518	ACTIVE DNA
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Registration Number:	3142519	ARCHIVE DNA
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CORRESPONDENCE DATA

Fax Number: (212)969-2900

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

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: 1585 Broadway

Address Line 2: Proskauer Rose LLP

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	44265-001
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NAME OF SUBMITTER:	Jenifer deWolf Paine
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Signature:	/Jenifer deWolf Paine/
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Date:	03/06/2007
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Total Attachments: 6

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PNC BANK, NATIONAL ASSOCIATION

February 28, 2007

Lason, Inc.
Lason Systems, Inc.
Lason International, Inc.
Charter Lason, Inc.
Lason Canada Company
1305 Stephenson Highway
Troy, Michigan 48083
Telephone: (248) 837-7100
Facsimile: (248) 837-7150

Re: Payoff of all Obligations of Lason, Inc.,
Lason Systems, Inc. and Lason International, Inc.
(collectively, "Borrower") to
PNC Bank, National Association,
as Agent and Lender ("Agent")

Ladies and Gentlemen:

We have been advised that Borrower intends to pay off all of its indebtedness to Agent, including principal, accrued and unpaid interest, fees, costs and expenses (collectively, the "Obligations") payable under the Revolving Credit, Term Loan and Security Agreement dated August 12, 2004 (as amended) and the other financing documents, including the Other Documents, relating thereto (collectively, the "Loan Documents"). This letter will confirm that, upon receipt by Agent of the Payoff Amount (as defined below) from or on behalf of Borrower, all of the Obligations shall be paid in full, except for Surviving Obligations as described in paragraph 2 below. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Loan Documents.

1. Payoff Amount; Wiring Instructions. In order to satisfy and pay all of such liabilities, obligations and indebtedness, other than Surviving Obligations as described in paragraph 2 below, if received by Agent no later than 2:00 p.m. (Eastern Standard Time) on February 28, 2007, provided that amounts received thereafter shall be deemed to be received on the next Business Day for purposes of calculating the Per Diem Amount (as defined below), Borrower shall pay to Agent the amount set forth below, in immediately available funds (the "Payoff Amount"). The Payoff Amount is comprised of the following:

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<u>Description</u>	<u>\$ Amount</u>
Revolving Loans Principal	\$12,758,047.72
Revolving Loans Interest (through 2-27-2007)	\$59,644.00
Term Loans Principal	\$291,666.86
Term Loans Interest (through 2-27-07)	\$1,968.84
Unused Line Fee	\$13,711.73
Collateral Management Fee	\$2,500.00
Processing Fee	\$1,500.00
Legal Fees	\$5,000.00
 Payoff Amount	 <u>\$13,134,039.15</u>

The Payoff Amount shall be increased by \$3,114.77 (the "Per Diem Amount") for each day after February 28, 2007 until the Payoff Amount is paid in full (the "Payoff Date").

The Payoff Amount shall be wire transferred as follows:

- (a) \$13,129,039.15 to the following account:

PNC Bank
 ABA No.: 031207607
 For credit to: PNC Business Credit
 Account No.: 196039957850
 For Benefit of Lason, Inc.

- (b) \$5,000 to the following account:

LaSalle Bank National Association
 ABA No.: 071000505
 For credit to: Vedder, Price, Kaufman &
 Kammholz, P.C.
 Account No.: 5800505801
 Reference: PNC/Lason Matter - 31238.00.0041

2. Termination of Obligations. Upon Borrower's acceptance of this letter as evidenced by its countersignature hereto, and receipt by Agent of the Payoff Amount, all commitments of Agent and the Agents to make Loans and extend further credit to Borrower under the Loan Documents shall terminate. Upon Agent's receipt of the Payoff Amount and Borrower's acceptance of this letter as evidenced by its countersignature hereto, (a) the Loan Documents shall be terminated, (b) all outstanding Obligations of Borrower to Agent and the Lenders under or relating to the Loan Documents shall be paid and satisfied in full, and (c) all liens and security interests against Borrower,

Charter Lason, Inc. and Lason Canada Company securing the Obligations shall be deemed to be fully released and discharged; provided, however, that Agent's receipt of the Payoff Amount does not affect (collectively, the "Surviving Obligations") (i) any rights of Agent and the Lenders or obligations of Borrower or any other obligor under the Loan Documents that expressly survive repayment of the Obligations and termination of the Loan Documents, (ii) the obligations of Borrower or any other obligor under the Loan Documents in respect of that certain standby letter of credit in the amount of \$610,000 issued by PNC Bank, National Association in favor of CNA Insurance Companies (the "CNA Letter of Credit") including, without limitation, obligations to reimburse draws under the CNA Letter of Credit and to pay any fees and expenses related thereto (collectively, "CNA Letter of Credit Obligations") or (iii) any rights of Agent and Lenders under, and liens and security interests granted to Agent and the Lenders under paragraph 6 of, this letter.

3. Agent's Agreements. Upon Agent's receipt of the Payoff Amount and Borrower's acceptance of this letter as evidenced by its countersignature hereto:

(a) (i) Borrower or its representatives are authorized to terminate all liens and security interests of Agent under the Loan Agreement and other Loan Documents, including, without limitation, the Trademark and License Security Agreement, (ii) Agent shall deliver to the Borrower at the address above or any address specified in writing by Borrower all stock certificates and possessory collateral held by the Agent as collateral security for the Obligations, (iii) the Loan Documents shall be terminated except to the extent of Obligations that expressly survive termination of such Loan Documents, as provided in such Loan Documents.

(b) Agent agrees to forward to Borrower all items or the proceeds of all checks, drafts, or other instruments received by Agent after Agent's receipt of the Payoff Amount; and

(c) If the lockbox through which Agent made collections in respect of the Obligations is owned by Borrower, Agent agrees to release its interests in such lockbox.

4. Release. For and in consideration of Agent's agreements contained herein and in the Loan Documents, each of Borrower, Charter Lason, Inc. and Lason Canada Company (the "Releasing Parties") hereby forever releases and discharges Agent and each Lender, its officers, directors, employees, attorneys, agents, affiliates, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which such Releasing Party ever had, now has or might hereafter have against one or more of the Released Parties which relates, directly or indirectly, to any of the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the date hereof.

5. Indemnification for Returned Items and Related Expenses. For and in consideration of Agent's agreements contained herein, (a) Borrower agrees to indemnify Agent and each Lender from, and to reimburse and pay, within three (3) days of written demand therefor, in immediately available funds, all losses, liabilities, charges, expenses and fees which Agent or any Lender may incur as a result of any non-payment, claim, refund or charge back of any checks or other items which have been credited by Agent to Borrower's loan account with Agent, together with all expenses and other charges incident thereto, and (b) Borrower agrees to reimburse and pay, within three (3) days of demand therefor, in immediately available funds, all losses, liabilities, charges, expenses and fees (i) which Agent or any Lender may have incurred or may now or hereafter incur in connection with the transactions contemplated hereby which have not as yet been reflected in Borrower's loan account which Borrower is, or may be, required to bear pursuant to the Loan Documents, and (ii) which Agent or any Lender may incur as a result of errors in calculation of any amounts due Agent and each Lender by Borrower. Each of Charter Lason, Inc. and Lason Canada Company hereby guaranties the prompt payment and performance of each of Borrower's obligations under this letter.

6. Cash Collateral Account. Borrower hereby authorizes Agent to remove from its accounts with Agent the sum of Six Hundred Forty Thousand Five Hundred Dollars (\$640,500) (the "Cash Collateral") and hold such funds in a non-interest bearing account established in the name of Agent (the "Cash Collateral Account"). Borrower acknowledges and agrees that the Cash Collateral and Cash Collateral Account will serve as cash collateral for Borrower's obligations with respect to the CNA Letter of Credit. To secure payment and performance in full of the CNA Letter of Credit Obligations, Borrower hereby grants and assigns to Agent a security interest in and lien upon the Cash Collateral Account, the Cash Collateral and all other the sums from time to time in the Cash Collateral Account, whether now or hereafter existing or arising. If Agent honors any drawing under the CNA Letter of Credit, Agent may immediately, and without notice to or demand on Borrower, apply the funds held in the Cash Collateral Account to Borrower's payment of reimbursement obligations with respect to the CNA Letter of Credit. In addition, Agent may immediately, and without notice to or demand on Borrower, apply the funds held in the Cash Collateral Account to Borrower's payment of fees and expenses due with respect to the CNA Letter of Credit. At such time as the CNA Letter of Credit has expired or has been terminated, after applying funds in the Cash Collateral Account to any payment obligations with respect to the CNA Letter of Credit, Agent will upon the written request of Borrower, promptly transmit the remaining balance, if any, then held in the Cash Collateral Account by wire transfer to Borrower's account with Agent or another account designated by Borrower in such writing.

7. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Agent or any Lender from or for the account of Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Agent or any Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower, any of its subsidiaries or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Borrower and its successors or assigns. In such event, Borrower shall be and remain liable to Agent or any Lender for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Agent or any Lender with interest accruing thereon from and after the date such amount is so repaid or recovered.

8. Counterparts; Facsimile Delivery. Agent and each Lender hereby requests that Borrower acknowledge its receipt and acceptance of and agreement to the terms and conditions set forth in this letter by signing a copy of it in the appropriate space indicated below and returning it to Agent. This letter may be signed by Borrower in several counterparts, but this letter shall not become effective unless and until it is so accepted and agreed to by Borrower and returned to Agent. Delivery of a photocopy, facsimile or electronic copy of an executed counterpart of this letter shall be effective as delivery of a manually executed original counterpart of this letter.

9. Governing Law. The validity, construction and effect of this payoff letter agreement shall be governed by the internal laws of the State of Illinois (without giving effect to principles of conflicts of law).

(Signature Page to PNC Payoff Letter – Lason)

Very truly yours,

PNC Bank, National Association

By: Bruce Mettel
Bruce Mettel
Vice President

**ACCEPTED AND AGREED TO THIS
DAY OF FEBRUARY, 2007 BY BORROWER:**

LASON, INC.

By: Ronald D. Risher
Name: RONALD D. Risher
Title: President & CEO

CHARTER LASON, INC.

By: Ronald D. Risher
Name: RONALD D. Risher
Title: President & CEO

LASON SYSTEMS, INC.

By: Ronald D. Risher
Name: RONALD D. Risher
Title: President & CEO

LASON CANADA COMPANY

By: Ronald D. Risher
Name: RONALD D. Risher
Title: President & CEO

LASON INTERNATIONAL, INC.

By: Ronald D. Risher
Name: RONALD D. Risher
Title: President & CEO

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RECORDED: 03/06/2007

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