

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amerifile, Inc.	FORMERLY American Filing Technologies, Inc.	03/13/2007	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC, as Agent		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2311197	WALLSTRETCHER	
Registration Number:	2231634	AMERIFILE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	330119-00128		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$65.00 2311197

Signature:	/Carole Dobbins/
Date:	04/02/2007
Total Attachments: 8 source=C18S-Exchange-04022007-133155#page1.tif source=C18S-Exchange-04022007-133155#page2.tif source=C18S-Exchange-04022007-133155#page3.tif source=C18S-Exchange-04022007-133155#page4.tif source=C18S-Exchange-04022007-133155#page5.tif source=C18S-Exchange-04022007-133155#page6.tif source=C18S-Exchange-04022007-133155#page7.tif source=C18S-Exchange-04022007-133155#page8.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
AND COLLATERAL ASSIGNMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of March 13, 2007 (this "**Agreement**"), made by AMERIFILE, INC., f/k/a AMERICAN FILING TECHNOLOGIES, INC., a Missouri corporation ("**Grantor**") in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company as administrative, payment and collateral agent (the "**Agent**") for itself and certain other lenders ("**Lenders**").

W I T N E S S E T H:

WHEREAS, Grantor, certain of Grantor's affiliates, Agent and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to Grantor and the other Borrowers by Lenders;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, certain of Grantor's affiliates, and Agent ("**Security Agreement**"), Grantor has granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of Grantor in, to and under all of the Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, Grantor hereby agrees with the Agent as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean all of Grantor's right, title and interest in and to:
(i) all copyrights in all works of authorship (including, without limitation, all sales literature, promotional literature, Software, databases and firmware), whether or not such works of authorship have been published, and whether such copyrights are registered or unregistered; (ii) all copyright registrations and copyright applications (including, without limitation, each of the copyright registrations and copyright applications set forth on Schedule I hereof); (iii) all copyrights in works based on, incorporated in, derived from or relating to works to which the foregoing copyrights pertain; (iv) all rights to make and exploit all derivative works based on or

adopted from works to which the foregoing copyrights pertain; and (v) any extensions or renewals of the foregoing copyrights, including, but not limited to: (A) the right to print, publish and distribute any of the foregoing, (B) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof, (C) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof), and (D) all rights corresponding thereto throughout the world and all other rights of such Grantor of any kind whatsoever accruing thereunder or pertaining thereto

“**Copyright Licenses**” shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“**Credit Agreement**” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“**Intellectual Property**” shall mean all of Grantors’ rights, title and interest in and to all Copyrights, Patents, Trademarks and Licenses.

“**IP Collateral**” shall have the meaning assigned to such term in Section 2 hereof.

“**Licenses**” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“**Patents**” shall mean collectively, all of the Grantor’s right, title and interest in and to all patents, patent applications and patentable inventions (including, without limitation, each patent and patent application set forth on Schedule I hereof), including, but not limited to: (i) all inventions and improvements described and claimed therein; (ii) the right to sue or otherwise recover for any infringements and other violations thereof; (iii) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past and future infringements thereof); (iv) all reissues, divisions, continuations, continuations-in-part, provisional applications, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of the Grantor of any kind whatsoever accruing thereunder or pertaining thereto; and (v) all rights corresponding to the foregoing throughout the world.

“**Patent Licenses**” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“**Trademarks**” shall mean, all of the Grantor’s right, title and interest in and to: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious names, trade dress, trade styles, logos and other designs or sources of business identifiers or other indicia of trade origin, whether the foregoing are registered or unregistered; (ii) all trademark and service mark registrations and applications for trademark or

service mark registrations (including, without limitation, each registration and application set forth on Schedule I hereof); (iii) any and all extensions and renewals of or with respect to any of the foregoing; (iv) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) all rights of the Grantor corresponding thereto throughout the world and all other rights of the Grantor of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law without impairing the same.

“Trademark Licenses” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Security Agreement, does hereby grant) to Agent, for the benefit of itself and the Lender Parties, a security interest in Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor’s right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor’s business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable to Grantor with respect to any of the foregoing (referred to collectively as the “**IP Collateral**”).

3. **Representations and Warranties.** Grantor represents and warrants that Grantor shall give the Agent prompt written notice (with reasonable detail), following the occurrence of any of the following:

(i) Grantor obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) Grantor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) Grantor entering into any new Licenses.

(iv) Grantor knowing that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or Grantor's right to register the same or to own and maintain the same;

4. **No Violation of Security Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Security Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Security Agreement.

5. **Agreement Applies to Future Intellectual Property.** The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 3(i), 3(ii) and 3(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

6. **Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies as provided for in the Security Agreement and Credit Agreement.

7. **Agent as Attorney In Fact.**

(a) Grantor hereby irrevocably constitutes and designates the Agent as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Agent reasonably determines to be necessary in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 7, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent, in actual bad faith, or an act of willful misconduct.

8. **Agent's Rights.** Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

9. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to the Agent with respect to the IP Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Grantor, Grantor's affiliates thereunder and the Agent) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

10. **Termination; Release of IP Collateral.** This Agreement and all obligations of Grantor and the Agent hereunder shall terminate on the date upon which the Obligations are performed in full and paid in full in cash (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) and the Credit Agreement and other Loan Documents are terminated in accordance with the terms of the Credit Agreement. Upon termination of this Agreement, the Agent shall, at the expense of Grantor, take such actions required by the Security Agreement to release its security interest in the IP Collateral.

11. **Binding Effect; Benefits.** This Agreement shall be binding upon the Guarantor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and permitted assigns.

12. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

GRANTOR:

AMERIFILE, INC., a Missouri corporation

By: _____
Name: Salem D. Shuchman
Title: Treasurer

AMERIFILE, LLC, a Delaware limited liability company

By: _____
Name: Salem D. Shuchman
Title: Treasurer

AGENT:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

GRANTOR:

AMERIFILE, INC., a Missouri corporation


By: _____
Name: _____
Title: _____

AMERIFILE, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

AGENT:

CAPITALSOURCE FINANCE LLC

By: 
Name: Albert Rocha
Title: Senior Counsel

Schedule I

<u>Trademark/Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Wallstretcher	2,311,197	January 25, 2000
Amerifile	2,231,634	March 16, 1999