

04-27-2007



To the Director of the U.S. Patent

1. Name of conveying party(ies):
Imagetag, Inc.

103400133

Additional documents or the new address (es) below.

Name of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: **Silicon Valley Bank**

Internal Address

Street Address: **3003 Tasman Drive**

City: **Santa Clara**

State: **CA**

Country: **USA**

Zip: **95054**

- Individual(s)
- General Partnership
- Association
- Limited Partnership

- Corporation-State
- Other

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **April 16, 2007**

- Assignment
- Merger
- Security Agreement
- Change of Name

- Association Citizenship
- 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)

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

A. Trademark Application No.(s)
78/623,165 78/623,148
78/626,062

B. Trademark Registration No.(s)	
2,224,680	2,457,825 2,660,204 2,750,058
2,377,592	2,513,500 2,669,769 2,841,340
78/961,932	2,380,439 2,549,673 2,678,698 2,866,436
78/962,105	2,421,876 2,583,445 2,684,282
77/082,943	2,434,861 2,641,226 2,723,318
	2,445,873 2,660,219 2,749,279

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

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.com**

6. Total number of applications and registrations involved: **27**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 690.00**

- 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.

Signature

April 20, 2007

Date

Susana Valdivia

Name of Person Signing

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

TRADEMARK

REEL: 003533 FRAME: 0265

4.26.07

FINANCE SECTION

APR 26 11 09 AM '07

00000119 78623165

40.00 DP
650.00 DP

04/26/2007 DBYRNE

01 FC:8521
02 FC:8522

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and IMAGETAG, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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

GRANTOR:

IMAGETAG, INC.

Address of Grantor:

7201 W. Oakland Street, Suite #2
Chandler, AZ 85226

Attn: DARIUS J DITALLO

By: *Darius J Ditallo*
Title: CFO

BANK:

SILICON VALLEY BANK

Address of Bank:

2151 E. Broadway Road, Suite 117
Tempe, AZ 85282

Attn: _____

By: *Cindy Syrdal*
Title: Vice President

EXHIBIT A

Copyrights

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**



IMAGETAG PATENTS AS OF MARCH 12, 2007 (US ONLY)

6,192,165	Apparatus and Method for Digital Filing	Issued patent
6,427,032	Apparatus and Method for Digital Filing	Issued patent
6,674,924	Apparatus and Method for Dynamically Routing Documents	Issued patent
6,744,936	Apparatus and Method for Simultaneously Managing Paper-Based Documents and Digital Images of the Same	Issued patent
6,952,281	Apparatus and Method for Dynamically Creating Fax Cover Sheets Containing Dynamic and Static Content Zones	Issued patent
D510,387	Label Dispenser	Issued patent
11/243,632	Apparatus and Method for Optimized Facsimile Transmission	Pending

We do have international patents based upon US patents noted above.

EXHIBIT C

Trademarks

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

IMAGETAG TRADEMARKS AS OF MARCH 12, 2007 (05)

2,224,680	IMAGETAG (services)	Registered
2,377,592	I (logo)	Registered
2,380,439	I IMAGETAG (logo)	Registered
2,421,876	VERTIAG	Registered
2,434,861	IMAGETAG (goods)	Registered
2,445,873	DIGITAL FILING FOR EVERYONE	Registered
2,457,825	SCANIMAL	Registered
2,513,500	PAPERTAG	Registered
2,549,673	TAGMAN (logo)	Registered
2,583,445	KWKIBOX	Registered
2,641,226	OUTSOURCED FILING	Registered
2,660,219	KWKITAG	Registered
2,660,204	KWKITAG	Registered
2,669,769	SUPPORTAL	Registered
2,678,698	KWKIBASKET	Registered
2,684,282	KWKITAG EASY TO FILE. EASY TO FIND.	Registered
2,723,318	PAPER GATEWAY	Registered
2,749,279	KWKSTUFF	Registered
2,750,058	KWKIPAPER	Registered
2,841,340	KWKWORK	Registered
2,866,436	THE WAY YOU MANAGE PAPER	Registered
78/623,165	KWKITAG TOOLS	Pending

IMAGETAG TRADEMARKS AS OF MARCH 12, 2007 (US)

78/623,148	OFFICE DOKS	Pending
78/626,062	TAGMAN (DESIGN ONLY)	Pending
78/961,932	K WIKKEYS	Pending
78/962,105	PUT YOUR PAPER WHERE IT BELONGS	Pending
77/082,943	K WIKCONNECT	Pending

EXHIBIT D

Mask Works

Description

**Registration/
Application
Number**

**Registration/
Application
Date**