

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
Kardex Systems, Inc.		05/04/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Business Alliance Capital Company
Street Address:	214 Carnegie Center
Internal Address:	Suite 302
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	0227108	CHAINDEX
Registration Number:	0866391	CLASSIFILE
Registration Number:	0841655	COLORSCAN
Registration Number:	0424452	FLEXIFILE
Registration Number:	1427266	INDUSTRIEVER
Registration Number:	2145050	KAP SYSTEM
Registration Number:	0377986	KARDEX
Registration Number:	2031925	KARDEX
Registration Number:	0633630	KARD-VEYER
Registration Number:	3062690	KARMA
Registration Number:	2445253	KITCHEN-TRIEVER
Registration Number:	1573410	KOMPAKT
Registration Number:	2148093	KOMPAKT AISLE PROTECTION SYSTEM

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Registration Number:	0805531	LEKTRIEVER
Registration Number:	1549143	LETTERSCAN
Registration Number:	2407082	MULTI-PAKT
Registration Number:	0740268	RECORDEX
Registration Number:	2313246	SLIM STACK
Registration Number:	0230958	SOUNDEX
Registration Number:	2223157	TITAN
Registration Number:	2221975	TITAN
Registration Number:	2367013	UNI-PAKT
Registration Number:	0876057	VARIACOLOR
Registration Number:	0371824	VARIADEX
Registration Number:	1073187	VICTOR
Registration Number:	1076398	VICTOR

CORRESPONDENCE DATA

Fax Number: (973)639-6249
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-596-4500
Email: ipdocket@gibbonslaw.com
Correspondent Name: Gibbons P.C.
Address Line 1: One Gateway Center
Address Line 2: IP Docket Administrator
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	107528-59695
NAME OF SUBMITTER:	Arthur Briggs
Signature:	/abriggs/
Date:	05/11/2007

Total Attachments: 7
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COLLATERAL ASSIGNMENT
(Security Agreement)

WHEREAS, Kardex Systems, Inc., a New York corporation ("Assignor"), located and doing business at 23 Industrial Boulevard, Paoli, PA 19301, is the owner of the patents (the "Patents"), trademarks, trade dress, servicemarks and trade names (the "Trademarks"), listed on Exhibit A hereto, some of which are registered in the United States Patent and Trademark Office.

WHEREAS, Business Alliance Capital Company, division of Sovereign Bank, a federal savings bank ("Assignee"), located and doing business at 214 Carnegie Center, Suite 302, Princeton, New Jersey 08540, has extended and may hereafter extend credit to Assignor and, Assignee and Assignor have entered into, among others, a Loan and Security Agreement dated the date hereof (said agreement as amended or modified from time to time the "Loan Agreement"); and

WHEREAS, in order to secure Assignor's Obligations (as defined in the Loan Agreement) to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor as security for the full payment and performance of the Obligations, and to evidence further the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

- (a) the Patents and Trademarks;
- (b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon said Patents and Trademarks.
- (c) all existing and future patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor which are based upon, derived from or are variations of any invention or designs disclosed in the Patents (the "Future Patents");
- (d) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Patents and Future Patents;
- (e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Trademarks, Patents and Future Patents;
- (f) all licenses and other agreements relating to the Trademarks, Patents and Future Patents and the use thereof;
- (g) all Trademarks, Trademark registrations, Trademark registration applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Assignor's products under, utilizing, or in connection with the Patents and Future Patents; and
- (h) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor shall have the obligation to maintain, preserve or renew the Patents and Trademarks and to take such action as Assignor reasonably believes necessary to prohibit the infringements or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Patents and Trademarks, or to take any action to prohibit the infringements or unauthorized use of same by any third party.

2. Use Prior to Default. Unless and until an Event of Default under, and as defined in, the Loan Agreement shall exist and not be cured within any applicable grace or cure period, Assignor shall retain the legal and equitable title to the Patents and Trademarks and shall have the right to use the Collateral and make and use the inventions disclosed and claimed in the Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, and this Assignment.

3. Remedies Upon Default. Whenever any Event of Default, under, and defined in, the Loan Agreement shall exist and remain uncured within any applicable grace or cure period, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents. In the event Assignor fails or refuses to execute and deliver such documents within three (3) business days after Assignee's request, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

4. Cumulative Remedies. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

5. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

6. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request execute and deliver to Assignor all deeds, assignments, release of assignment, and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

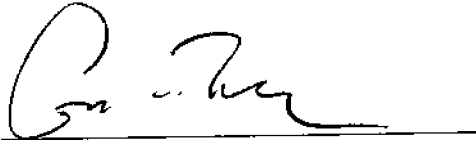
7. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

8. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Assignment shall be given in the manner prescribed in the Loan Agreement.

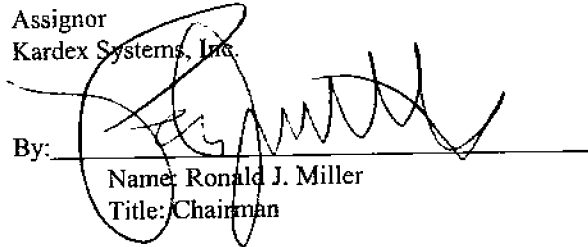
9. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 4th day of May, 2006.

ATTEST:

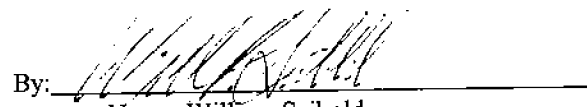


Assignor
Kardex Systems, Inc.

By: 

Name: Ronald J. Miller
Title: Chairman

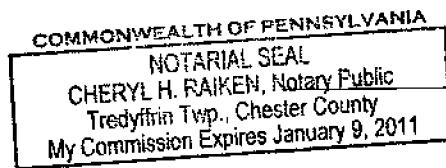
Assignee
Business Alliance Capital Company
Division of Sovereign Bank

By: 

Name: William Seibold
Title: Senior Vice President

STATE OF PENNSYLVANIA :
 : SS.
COUNTY OF Chislin :

Before me this 4th day of May, 2007, personally appeared the above named Ronald J. Miller, to me personally known, and acknowledged to me that he is Chairman of Kardex Systems, Inc., and acknowledged the foregoing instrument to be the free act and deed of said corporation.




Cheryl H Raiken

(Seal)

STATE OF NEW JERSEY :
 : SS.
COUNTY OF MERCER :

Before me this 6 day of May, 2007, personally appeared the above named William Seibold, to me personally known, and acknowledged to me that he is a Senior Vice President of Business Alliance Capital Company, division of Sovereign Bank, and acknowledged the foregoing instrument to be the free act and deed of said company.



DEBRA A. DANCER
A Notary Public of New Jersey
My Commission Expires April 03, 2011

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Automatic Vertical Storage and Retrieval System	5,915,909	June 29, 1999
Presence Detector for mobile storage systems	5,670,778	September 23, 1997

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Chaindex	227,108	4/26/1927
Classifile	866,391	3/11/1969
Colorscan	841,655	1/2/1968
Flexifile	424,452	10/8/1946
Industriever	1,427,266	2/3/1987
Kap System	2,145,050	3/17/1998
Kardex	377,986	5/21/1940
Kardex	2,031,925	1/21/1997
Kard-veyer	633,630	8/28/1956
Karma	3,062,690	4/20/2004
Kitchen-Triever	2,445,253	4/17/2001
Kompakt	1,573,410	12/26/1989
Kmpakt Aisle Protection System	2,148,093	3/31/1998
Lektriever	805,531	3/15/1966
Letterscan	1,549,143	7/25/1989
Multi-pakt	2,407,082	11/21/2000
Recordex	740,268	11/6/1962
Slim Stack	2,313,246	2/1/2000
Soundex	230,958	8/9/1927
Titan	2,223,157	2/9/1999
Titan logo	2,221,975	2/2/1999
Uni-Pakt	2,367,013	7/11/2000
Variacolor	876,057	9/2/1969
Varidadex	371,824	10/10/1939
Victor	1,073,187	9/13/1977
Victor	1,076,398	11/1/1977