

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment of Security		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Verso Technologies, Inc.		05/10/2007	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Laurus Master Fund, LTD. C/O Laurus Capital Management LLC		
<b>Street Address:</b>	335 Madison Ave.		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	COMPANY: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2900705	IMARC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8002210770		
<b>Email:</b>	matthew.mayer@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	CSC # 913204		
<b>NAME OF SUBMITTER:</b>	Matthew Mayer		
<b>Signature:</b>	/Matthew Mayer/		

CH \$40.00 2900705

Date:

05/23/2007

Total Attachments: 2

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**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, Verso Technologies, Inc., a Minnesota corporation ("Company"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company entered into (i) a certain Security Agreement, dated as of September 20, 2006, among Company, certain subsidiaries of Company and Laurus Master Fund, Ltd. ("Laurus") and (ii) a certain Intellectual Property Security Agreement, dated as of September 20, 2006, among Company, certain subsidiaries of Company and Laurus (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Company is granting to Laurus a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby grant to Laurus a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Company expressly acknowledges and affirms that the rights and remedies of Laurus with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated as of: May 10, 2007

VERSO TECHNOLOGIES, INC.

By: Martin D. Kiocker  
Name: MARTIN D. KIOCKER  
Title: CFO

LAURUS MASTER FUND, LTD.

By: David Grin  
Name: David Grin  
Title: Director

SCHEDULE A

1.

TRADEMARK	REG. NO.	REG. DATE
IMARC	2900705	11/2/2004

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