

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Security Agreement to that certain Note and Equity Purchase Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scanner Holdings Corporation		06/01/2007	CORPORATION: DELAWARE
Imaging Business Machines, L.L.C.		06/01/2007	LIMITED LIABILITY COMPANY: ALABAMA
IBML Partners, Corp.		06/01/2007	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center
Internal Address:	14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2035932	IMAGETRAC
Registration Number:	2438643	SOFTTRAC
Registration Number:	2441075	
Registration Number:	2854256	TAXTRAC
Registration Number:	3043584	RIGHTTRAC
Serial Number:	78887537	DOCNETICS

## CORRESPONDENCE DATA

Fax Number: (214)758-1550

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

Phone: 2147581500

900078548

TRADEMARK  
REEL: 003555 FRAME: 0337

OP \$165.00 2035932

Email: estafford@pattonboggs.com  
Correspondent Name: Darren W. Collins  
Address Line 1: 2001 Ross Avenue; Suite 3000  
Address Line 2: Patton Boggs LLP  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	011107.0253
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NAME OF SUBMITTER:	Darren W. Collins
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Signature:	/Darren W. Collins/
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Date:	06/05/2007
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**Total Attachments: 13**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of June 1, 2007, by and among SCANNER HOLDINGS CORPORATION, a Delaware corporation ("Holdings"), IMAGING BUSINESS MACHINES, L.L.C., an Alabama limited liability company ("Company") and IBML PARTNERS CORP., a Delaware corporation ("Partners" and together with Holdings and Company, each a "Grantor" and collectively, "Grantors") in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, as agent for the Purchasers (as defined in the Purchase Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement.

### **RECITALS**

**WHEREAS**, pursuant to that certain Note and Equity Purchase Agreement, dated as of the date hereof, by and among each Grantor, Agent and Purchasers from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), the Purchasers have agreed, among other things, subject to the terms and conditions set forth therein, to purchase certain Securities from the Borrowers (collectively, the "Securities");

**WHEREAS**, each Grantor will derive substantial direct and indirect benefit from the purchase of the Securities and other financial accommodations provided by the Purchasers under the Purchase Agreement; and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Purchasers to execute and perform under the Purchase Agreement that each Grantor shall have executed and delivered this IP Security Agreement to the Agent for the ratable benefit of the Purchasers;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Purchasers to enter into the Purchase Agreement and to agree, subject to the terms and conditions set forth therein, to purchase the Securities pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **AGREEMENT**

1. Grant of Security Interest. To secure the Grantors' prompt, punctual and faithful performance of all and each of the Grantors' Obligations under the Purchase Agreement, each Grantor hereby grants to the Agent, for the ratable benefit of the Purchasers, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which such Grantor is prohibited from granting a security interest by contract, statute, or otherwise (the "IP Collateral");

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the "Trademarks");

(c) The copyrights set forth on Schedule C attached hereto (collectively, the "Copyrights");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(g) Any and all divisions, continuations, amendments, renewals, extensions, reissues and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Purchasers in the IP Collateral.

3. Assignment. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Purchasers.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Purchasers, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's

discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Purchasers and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Purchasers and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Purchasers in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its discretion to be in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantors' obligations under the Purchase Agreement (the "Obligations") (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Purchase Agreement has been terminated (except for any obligations designated under the Purchase Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the

Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Purchase Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Purchasers, every quarter, a schedule of newly registered Patents, Trademarks and Copyrights (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Purchasers, under the Purchase Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Purchase Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Purchase Agreement or the other Transaction Documents, the provisions of the Purchase Agreement or the other Transaction Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

***[Remainder of Page Intentionally Blank; Signature Page Follows]***

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

SCANNER HOLDINGS CORPORATION

By: 

Name: Derrick Murphy  
Title: President

IMAGING BUSINESS MACHINES, L.L.C.

By: 

Name: Derrick Murphy  
Title: President

IBML PARTNERS CORP.

By: 

Name: Derrick Murphy  
Title: President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF ALABAMA

:

: SS

COUNTY OF JEFFERSON

:

Before me, the undersigned, a Notary Public, on this 1st day of June, 2007, personally appeared Derrick Murphy to me known personally, who, being by me duly sworn, did say that he is the President of IBML PARTNERS CORP., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said President acknowledged said instrument to be his free act and deed.

Brenda J. Sellie  
Notary Public

My Commission Expires: 12/07/07

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]



ACKNOWLEDGMENT

STATE OF ALABAMA :

: SS

COUNTY OF JEFFERSON :

Before me, the undersigned, a Notary Public, on this 1st day of June, 2007, personally appeared Derrick Murphy to me known personally, who, being by me duly sworn, did say that he is the President of IMAGING BUSINESS MACHINES, L.L.C., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said President acknowledged said instrument to be his free act and deed.

Brenda J. Sellie  
Notary Public  
My Commission Expires: 12/07/07

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ ALABAMA :

: SS

COUNTY OF ~~DALLAS~~ JEFFERSON

Before me, the undersigned, a Notary Public, on this 1st day of June, 2007, personally appeared Derrick Murphy to me known personally, who, being by me duly sworn, did say that he is the President of SCANNER HOLDINGS CORPORATION, as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said President acknowledged said instrument to be his free act and deed.

Brenda J. Sellie  
Notary Public  
My Commission Expires: 12/07/07

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**SCHEDULE A**

**PATENT COLLATERAL**

**Registered Patents**

None.

[SCHEDULES TO SECOND LIEN IP SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 003555 FRAME: 0347**

**SCHEDULE A (continued)**Pending Patent Applications

<u>U.S. Application #</u>	<u>Name</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Publication Date</u>
11/147,758	Imaging System for Multiple Document Types	06-07-2005	2006/0274385	12-07-2006
11/371,295	Method and System for Digitally Imaging and Processing Mail	03-08-2006	2006/0219601	10-05-2006
11/530,847	Document Feeder Using Gas Flow for Document Separation and Methods of Using and Manufacturing	09-11-2006	N/A	N/A
11/426,276	Method and Apparatus for Jogging and Feeding Sortable Articles	06-23-2006	N/A	N/A
11/553,192	Methods and Systems for Reading Magnetic Ink Character Recognition Information	10-26-2006	N/A	N/A

<u>Application #</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Publication Date</u>
PCT/US2006/021536	World Intellectual Property Organization	06-02-2006	WO/2006/133001	12-12-2006
PCT/US2006/008417	World Intellectual Property Organization	03-09-2006	WO/2006/099045	09-21-2006
PCT/US06/60321	World Intellectual Property Organization	10-27-06	N/A	N/A

[SCHEDULES TO SECOND LIEN IP SECURITY AGREEMENT]

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## **SCHEDULE B**

### **TRADEMARK COLLATERAL**

#### **Registered Trademarks**

<b><u>Number</u></b>	<b><u>Description</u></b>	<b><u>Registration Date</u></b>	<b><u>Jurisdiction</u></b>
2,035,932	IMAGETRAC	02-04-1997	USPTO
2,438,643	SOFTTRAC	03-27-2001	USPTO
2,441,075	BLOCK AND ARROW DESIGN	04-03-2001	USPTO
2,854,256	TAXTRAC	06-15-2004	USPTO
3,043,584	RIGHTTRAC (SERVICE MARK)	01-17-2006	USPTO

#### **Pending Trademark Applications**

<b><u>Serial Number</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>	<b><u>Jurisdiction</u></b>
78/887,537	DOCNETICS	Published for Opposition March 27, 2007	USPTO

#### **Trademark Licenses**

None.

[SCHEDULES TO SECOND LIEN IP SECURITY AGREEMENT]

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**SCHEDULE C**

**COPYRIGHT COLLATERAL**

None.

[SCHEDULES TO SECOND LIEN IP SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 003555 FRAME: 0350**

**SCHEDULE D**

**DOMAIN NAMES**

Domain Name	Expiration Date
www.ibml.com	May 24, 2008
www.imagetracsupport.com	October 10, 2007

[SCHEDULES TO SECOND LIEN IP SECURITY AGREEMENT]

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