

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
Danka Office Imaging Company		06/25/2007	COMPANY:
Danka Holding Company		06/25/2007	COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, c/o GE Corporate Lending
Street Address:	1100 Abernathy Road, Suite 900
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2217825	DANKA
Registration Number:	2875332	KICKOFF
Registration Number:	2993703	DANKA
Registration Number:	2975331	DANKA
Registration Number:	1556276	DANKA
Registration Number:	2839604	DANKA @ THE DESKTOP
Registration Number:	2894472	THE DOCUMESS
Registration Number:	3082434	DANKA TECHSOURCE

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: brandon.cherry@weil.com, phyllis.depaola@weil.com
 Correspondent Name: Weil,Gotshal & Manges c/o Brandon Cherry
 Address Line 1: 767 5th Avenue

CH \$215.00 2217825

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 47660.3403

NAME OF SUBMITTER: Brandon Cherry

Signature: /Brandon Cherry/

Date: 06/25/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as First Lien Collateral Agent and as Second Lien Collateral Agent (each as defined in the Guaranty and Security Agreement, dated as of June 25, 2007 (the "Guaranty and Security Agreement"), among Danka Office Imaging Company (the "Borrower"), Danka Holding Company ("Holdings"), the other grantors from time to time party thereto and GE Capital, as First Lien Collateral Agent and as Second Lien Collateral Agent).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement dated as of June 18, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement") among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto (collectively, the "First Lien Lenders") and GE Capital, as administrative agent (in such capacity, the "First Lien Administrative Agent") and as First Lien Collateral Agent, the First Lien Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of June 18, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement" and, together with the First Lien Credit Agreement, collectively, the "Credit Agreements") among the Borrower, Holdings, the Lenders from time to time party thereto (the "Second Lien Lenders"), and GE Capital, as administrative agent (in such capacity, the "Second Lien Administrative Agent" and, together with the First Lien Administrative Agent, collectively, the "Administrative Agents") and as Second Lien Collateral Agent, the Second Lien Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, to guarantee the Guaranteed Obligations (as defined in the Guaranty and Collateral Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Lenders, the Second Lien Lenders, the Administrative Agents and the Collateral Agent to enter into the Credit Agreements and to induce the First Lien Lenders and the Second Lien Lenders to make their respective extensions of credit to the Borrower under their respective Credit Agreements, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of (i) the First Lien Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, and grants to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) and (ii) the Second Lien Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, and grants to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the exclusive grant to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

provided, however, that “Trademark Collateral” shall not include any Excluded Property (including any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed)).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Submission to Jurisdiction. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Agreement, each Grantor hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DANKA OFFICE IMAGING COMPANY
as Grantor

By: 

Name: EDWARD K. QUIBELL
Title: DIRECTOR/CFO

DANKA HOLDING COMPANY
as Grantor

By: 

Name: EDWARD K. QUIBELL
Title: DIRECTOR/CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003567 FRAME: 0857

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as First Lien Collateral Agent

By: Wafa Shalabi
Name: Wafa Shalabi
Title: Duly Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Second Lien Collateral Agent

By: Wafa Shalabi
Name: Wafa Shalabi
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Mark</u>	<u>Reg. No (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Record Owner</u>	<u>Expiration Date</u>
DANKA	2,217,825	1/12/1999	Danka Holding Company	1/12/2009
DANKA	2,875,332	7/26/2005	Danka Holding Company	7/25/2015
DANKA	2,993,703	9/13/2005	Danka Holding Company	9/13/2015
DANKA	2,975,331	7/26/2005	Danka Holding Company	7/26/2015
DANKA & Design	1,556,276	9/12/1989	Danka Holding Company	9/12/2009
DANKA @ THE DESKTOP	2,839,604	5/11/2004	Danka Holding Company	5/11/2014
THE DOCUMESS	2,894,472	4/15/2003	Danka Holding Company	4/15/2013
DANKA TECHSOURCE	3,082,434	4/18/2006	Danka Holding Company	4/18/2016