

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Document Technologies, LLC		05/31/2007	LIMITED LIABILITY COMPANY: GEORGIA
Document Technologies of North Carolina, LLC		05/31/2007	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Document Technologies of Colorado, LLC		05/31/2007	LIMITED LIABILITY COMPANY: COLORADO
Document Technologies of Pennsylvania, LLC		05/31/2007	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Document Technologies of New York, LLC		05/31/2007	LIMITED LIABILITY COMPANY: GEORGIA
151 Imaging LLC		05/31/2007	LIMITED LIABILITY COMPANY: NEW YORK
39 Duplication, LLC		05/31/2007	LIMITED LIABILITY COMPANY: NEW YORK
151 Duplication LLC		05/31/2007	LIMITED LIABILITY COMPANY: NEW YORK
Document Technologies of California, LLC		05/31/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	171 17th Street, NW
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78081753	DTI GLOBAL

CH \$215.00 78081753

Serial Number:	78128678	DTI
Serial Number:	78038195	DEALSHARE
Serial Number:	78049701	LITSHARE
Serial Number:	78459819	LITWORKS
Serial Number:	78088683	VBINDER
Serial Number:	76233314	E-CASEROOM
Registration Number:	2253703	SKYLINE

CORRESPONDENCE DATA

Fax Number: (404)439-1819
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 873-8500
Email: portia.gordon@agg.com
Correspondent Name: Joseph W. Hardy, Esq
Address Line 1: 171 17th Street, NW
Address Line 2: Suite 2100
Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	13492-887
NAME OF SUBMITTER:	Joseph W. Hardy, Esq.
Signature:	/jwh/
Date:	07/23/2007

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into, as of May 31, 2007, by **DOCUMENT TECHNOLOGIES, LLC**, a Georgia limited liability company (“DTI”), **DOCUMENT TECHNOLOGIES OF NORTH CAROLINA, LLC**, a North Carolina limited liability company (“DTI-NC”), **DOCUMENT TECHNOLOGIES OF CALIFORNIA, LLC**, a California limited liability company (“DTI-CA”), **DOCUMENT TECHNOLOGIES OF COLORADO, LLC**, a Colorado limited liability company (“DTI-CO”), **DOCUMENT TECHNOLOGIES OF PENNSYLVANIA, LLC**, a Pennsylvania limited liability company (“DTI-PA”), **DOCUMENT TECHNOLOGIES OF NEW YORK, LLC**, a Georgia limited liability company (“DTI-NY”), **151 IMAGING LLC**, a New York limited liability company (“151 Imaging”), **39 DUPLICATION, LLC**, a New York limited liability company (“39 Duplication”) and **151 DUPLICATION LLC**, a New York limited liability company (“151 Duplication”) (hereinafter collectively referred to as “Grantors”), to **WACHOVIA BANK, NATIONAL ASSOCIATION** (“Lender”).

RECITALS

I. Lender has agreed to make (a) a revolving loan to Grantors in the amount of up to \$15,000,000.00, as is more specifically evidenced by that certain Loan Agreement executed by and between Grantors and Lender of even date hereof (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the “Loan Agreement”; capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement) and by the Revolving Note, and (b) a term loan to DTI in the amount of \$12,030,000.00, as is more specifically evidenced by the Loan Agreement and the Term Note.

II. Pursuant to the terms of the Loan Agreement, Grantors are required to secure the Credit Party Obligations with the grant of the security interest herein contained.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration paid by Lender, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby represent, warrant, covenant and agree with Lender as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Credit Party Obligations (referred to herein as the “Obligations”), both now existing and hereafter arising, and Grantors’ other existing and future representations, warranties and covenants under the Loan Documents, each Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those copyrights, patents and trademarks listed on Exhibits “A”, “B” and “C” attached hereto), together with all proceeds and products 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. As used herein,

“Intellectual Property Collateral” means all of such Grantor’s right, title and interest in and to its intellectual property with respect to which it is not prohibited from granting a security interest in favor of Secured Party by the terms of the documents pursuant to which its rights arise, including without limitation, the following: (i) copyrights, trademarks and patents; (ii) any and all trade secrets, and any and all intellectual property rights in software and software products now or hereafter existing, created, acquired or held; (iii) any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held; (iv) any and all mask works or similar rights now or hereafter existing, created, acquired or held; (v) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; (vi) all licenses or other rights to use any of the copyrights, patents or trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (vii) all amendments, renewals, re-issues, divisions, continuations and extensions of any of the copyrights, trademarks or patents; and (viii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Lender under the Security Agreement dated as of the date hereof among Grantors and Lender (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”). The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those rights and remedies of Lender set forth in the Loan Agreement, the Security Agreement, the other Loan Documents and those which are now available and may hereafter become available to Lender as a matter of law and equity, including, without limitation, those set forth in the Uniform Commercial Code of the State of Georgia (the “Code”) as being available to a “secured party” and “creditor”. Lender may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement, the Security Agreement and in the other Loan Documents. Each right, power and remedy of Lender provided for herein, in the Loan Agreement, the Security Agreement or in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Lender of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Lender, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement, the Security Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Security Agreement, and notwithstanding any limitation of, moratorium on and termination of Lender’s obligation to make credit extensions under the Loan Agreement, Grantors’ obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding.

4. Registered Intellectual Property. Each Grantor represents and warrants that Exhibits “A”, “B”, and “C” attached hereto set forth any and all intellectual property rights which such Grantor has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, unless restricted by the terms thereof, which Grantors obtain subsequent to the date of this Agreement ("New IP"). Credit Parties' Agent shall give to Lender written notice of all New IP that is registered (or for which an application for registration has been made) as provided in the Loan Agreement at Section 7.1(j). Grantors hereby authorize Lender to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Lender's Use of Intellectual Property; No Liability. Grantors agree that the Lender's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Lender's exercise of its rights and remedies shall be coextensive with Grantors' rights thereunder, unless restricted by the terms thereof, and Lender will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Grantors irrevocably designate, constitute and appoint Lender (and all persons designated by Lender in its sole and absolute discretion) as Grantors' true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Grantors' or Lender's name, to take any action and execute any instrument which Lender reasonably may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Grantors hereby consent to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Lender's sole discretion to protect and perfect and put the public on notice of Lender's security interest and rights in the Intellectual Property Collateral. Grantors further consent to and ratify the filing of such duplicate originals and financing statements prior to the date of this Agreement. Grantors shall from time to time execute and deliver to Lender, at the request of Lender, such other documents, instruments and records that Lender may reasonably request in form and substance reasonably satisfactory to Lender and its counsel, to perfect and continue Lender's security interest in the Intellectual Property Collateral.

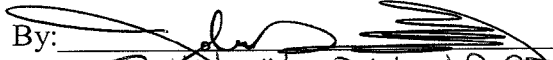
9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Lender's rights and obligations under the Loan Agreement will succeed to Lender's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be deemed duly given and effective as set forth in Section 10.1 of the Loan Agreement.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

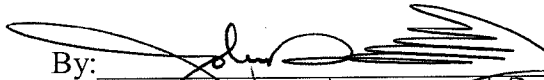
[Signatures commence on following page.]

IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.


DOCUMENT TECHNOLOGIES, LLC, a Georgia
Limited liability company

By:  [SEAL]
Name: JOHN W. DAVENPORT JR
Title: MANAGER


**DOCUMENT TECHNOLOGIES OF NORTH
CAROLINA, LLC**, a North Carolina limited
liability company

By:  [SEAL]
Name: JOHN W. DAVENPORT JR
Title: MANAGER


**DOCUMENT TECHNOLOGIES OF
CALIFORNIA, LLC**, a California limited liability
company

By:  [SEAL]
Name: JOHN W. DAVENPORT JR
Title: MANAGER


**DOCUMENT TECHNOLOGIES OF
COLORADO, LLC**, a Colorado limited liability
company

By:  [SEAL]
Name: JOHN W. DAVENPORT JR
Title: MANAGER


DOCUMENT TECHNOLOGIES OF PENNSYLVANIA, LLC, a Pennsylvania limited liability company

By:  [SEAL]
Name: JOHN W DAVENPORT JR
Title: MANAGER


DOCUMENT TECHNOLOGIES OF NEW YORK, LLC, a Georgia limited liability company

By:  [SEAL]
Name: JOHN W DAVENPORT JR
Title: MANAGER

151 TECHNOLOGIES, LLC, a New York limited liability company

By:  [SEAL]
Name: JOHN W DAVENPORT JR
Title: MANAGER

151 IMAGING LLC, a New York limited liability company

By:  [SEAL]
Name: JOHN W DAVENPORT JR
Title: MANAGER

39 DUPLICATION, LLC, a New York limited liability company


By:  [SEAL]
Name: JOHN W DAVENPORT JR
Title: MANAGER

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Entity	Mark	International Class	Application No.	Filing Date
Document Technologies, LLC	DTI GLOBAL	IC 035 IC 038 IC 040 IC 042 IC 039	78/081,753; 2,924,051	Registered on February 1, 2005
Document Technologies, LLC		IC 035 IC 038 IC 040 IC 042 IC 039	78/128,678; 2,817,015	Registered on February 24, 2004
Document Technologies, LLC	DEALSHARE	IC 042	78/038,195; 2,772,554	Registered on October 7, 2003
Document Technologies, LLC	LITSHARE	IC 042	78/049,701; 2,783,076	Registered on 11/11/2003
Document Technologies, LLC	LITWORKS	IC 035 IC 041 IC 042	78/459,819	Allowed
Document Technologies, LLC	VBINDER	IC 009	78/088,683; 2,578,910	Registered on June 11, 2002
Document Technologies of New York, LLC	E-CASEROOM	IC 039	76/233,314	Pending, under final refusal
Document Technologies of New York, LLC	SKYLINE	IC 035	2,253,703	Registered, Section 8,15 accepted