

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
INSYSTEMS TECHNOLOGIES, LTD.		08/31/2007	CORPORATION: VIRGINIA
SKYWIRE SOFTWARE CANADA, ULC		08/31/2007	Alberta unlimited liability corporation: CANADA

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC., as Agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	San Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2149598	ACCESSCOMMANDER
Registration Number:	2824404	BILLS2GO
Registration Number:	2196442	DOCUCORP
Registration Number:	2770793	DOCUCORP
Registration Number:	2246722	DOCUCREATE
Registration Number:	1363108	DOCUFLEX
Registration Number:	2763488	DOCUFLEX
Registration Number:	2241313	DOCUGRAPH
Registration Number:	2442095	DOCUGROUP
Registration Number:	2514087	DOCUMAKER
Registration Number:	2909381	DOCUMANAGE

CH \$1215.00 2149598

Registration Number:	1662230	AMBIANCE
Registration Number:	2676022	DOCUPRESENTMENT
Registration Number:	2676023	DOCUPRESENTMENT PLUS
Registration Number:	2155167	DOCUSAVE
Registration Number:	1849126	DOCUSOLVE
Registration Number:	2243847	DOCUTOOLBOX
Registration Number:	2152721	DOCUVIEW
Registration Number:	2164335	DOCUWORD
Registration Number:	1409321	FORMMAKER
Registration Number:	2702926	IENTRY
Registration Number:	3104411	LIBRARY XPRESS
Registration Number:	2467303	
Registration Number:	2657757	POWERMAPPING
Registration Number:	2058680	POWEROFFICE
Registration Number:	1892573	PRINTCOMMANDER
Registration Number:	2729589	THE FORM SPOT
Registration Number:	2437496	TRANSALL
Registration Number:	2683037	SKYWIRE
Registration Number:	3056752	SKYWIRE
Registration Number:	2990908	SKYWIRE
Registration Number:	2869893	SKYWIRE
Registration Number:	2911952	TRYCOS
Registration Number:	2028372	EZPOWER
Serial Number:	76579783	IMAGE RESOURCE
Serial Number:	78299270	POLICY XPRESS
Serial Number:	78922776	QUICKCONNECT
Serial Number:	76650493	POLICYWARE
Registration Number:	2764518	CALLIGO
Registration Number:	2505805	FASTFORMS
Registration Number:	2068820	INSYSTEMS TECHNOLOGIES
Registration Number:	2587931	WHITEHILL ENTERPRISE
Registration Number:	2614535	WHITEHILL XML TRANSPORT
Registration Number:	2483885	METASERVER
Registration Number:	2733611	METASERVER
Registration Number:	2587938	WHITEHILL XSL COMPOSER

Registration Number:	2613827	WHITEHILL
Registration Number:	2606476	WHITEHILL

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul Hastings Janofsky & Walker
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/03/2007

Total Attachments: 13
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of August, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of February 23, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SKYWIRE HOLDINGS, LLC, a Delaware limited liability company ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain First Lien Security Agreement dated as of February 23, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all modifications, renewals, reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party


against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]


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.

INSYSTEMS TECHNOLOGIES, LTD.,
a Virginia corporation

By: 
Name: C. Patrick Bannock
Title: PRESIDENT


[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGES]

SKYWIRE SOFTWARE CANADA, ULC,
an Alberta unlimited liability corporation

By: 
Name: C. MARCIC
Title: PRESIDENT

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGES]

SKYWIRE SOFTWARE CANADA INC.,
a New Brunswick corporation

By: 
Name: C. Patrick Braund
Title: PRESIDENT

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGES]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name: John Nocita
Title: Senior Vice President

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGES]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks Owned by the Following Grantors: Skywire Software, LLC, Image Sciences, Inc., Docucorp International, Inc., and SV Trycos, LLC

Trademark Registrations

	<u>Mark</u>	<u>Grantor</u>	<u>Country</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	ACCESSCOMMANDER	Image Sciences, Inc.	USA	608,674	2,149,598	04/07/1998
2.	BILLS2GO	Docucorp International, Inc.	USA	76,357,196	2,824,404	03/23/2004
3.	DOCUCORP	Image Sciences, Inc.	Canada	848,351	530,589	07/27/2000
		Image Sciences, Inc.	France	97682712	97682712	06/16/1997
		Image Sciences, Inc.	Germany	39719719	39719719	10/10/1997
		Image Sciences, Inc.	GBRI	2136351	2136351	06/19/1997
		Image Sciences, Inc.	Switz	4751/97	447155	12/02/1997
		Docucorp International, Inc.	Canada	1,121,008	TMA609257	05/04/2004
		Docucorp International, Inc.	USA	216,491	2,196,442	10/13/1998
		Docucorp International, Inc.	USA	76/317,124	2770793	10/07/2003
4.	DOCUCREATE	Docucorp International, Inc.	Canada	1,121,000	6254258	11/16/2004
		Docucorp International, Inc.	USA	75/389,399	2,246,722	05/18/1999
5.	DOCUFLEX	Image Sciences, Inc.	USA	531,674	1,363,108	10/01/1985
		Docucorp International, Inc.	USA	76/372,124	2,763,488	09/16/2003
		Docucorp International, Inc.	CTM	002547719	002547719	02/07/2003
6.	DOCUGRAPH	Docucorp International, Inc.	USA	389,731	2,241,313	04/20/1999
7.	DOCUGROUP	Docucorp International, Inc.	USA	75/791,814	2,442,095	04/10/2001

	<u>Mark</u>	<u>Grantor</u>	<u>Country</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
8.	DOCUMAKER	Docucorp International, Inc.	Canada	1,121,009	TMA612288	06/07/2004
		Docucorp International, Inc.	USA	873,730	2,514,087	12/01/2001
9.	DOCUMANAGE	Docucorp International, Inc.	USA	76/006,168	2,909,381	12/14/2004
10.	DOCUMERGE	Image Sciences, Inc.	France	271656	1676811	02/04/1992
		Image Sciences, Inc.	GBRI	1453084	1453084	11/30/1990
		Image Sciences, Inc.	USA	119,441	1,662,330	10/29/1991
11.	DOCUPRESENTMENT	Docucorp International, Inc.	Canada	1,121,002	TMA609583	05/06/2004
		Docucorp International, Inc.	USA	76/006,054	2,676,022	01/21/2003
12.	DOCUPRESENTMENT PLUS	Docucorp International, Inc.	USA	76/006,169	2,676,023	01/21/2003
13.	DOCUSAVE	Docucorp International, Inc.	Canada	1,121,001	625079	11/09/2004
		Image Sciences, Inc.	USA	689,380	2,155,167	05/05/1998
14.	DOCUSOLVE	Image Sciences, Inc.	France	93/482079	93/482079	02/11/1994
		Image Sciences, Inc.	USA	74/363,992	1,849,126	08/09/1994
15.	DOCUTOOLBOX	Docucorp International, Inc.	USA	75/389,392	2,243,847	05/04/1999
16.	DOCUVIEW	Image Sciences, Inc.	USA	676,407	2,152,721	04/21/1998
17.	DOCUWORD	Image Sciences, Inc.	USA	012,204	2,164,335	06/09/1998
18.	DYNACOMP	Image Sciences, Inc.	GBRI	1511615	1511615	09/04/1992
19.	FORMMAKER	Docucorp International, Inc.	USA	73/584,986	1,409,321	09/16/1986
20.	I-ENTRY	Docucorp International, Inc.	Canada	1,121,006	625069	11/09/2004
21.	IENTRY	Docucorp International, Inc.	USA	76/006,165	2,702,926	04/01/2003

	<u>Mark</u>	<u>Grantor</u>	<u>Country</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
22.	LIBRARY XPRESS	Docucorp International, Inc.	USA	76/579,790	3,104,411	06/13/2006
23.	MISCELLANEOUS DESIGN (Flying Paper)	Docucorp International, Inc.	Canada	1,121,005	625144	11/09/2004
		Docucorp International, Inc.	USA	75/862,283	2,467,303	07/10/2001
24.	POWERMAPPING	Docucorp International, Inc.	USA	76/020,827	2,657,757	12/10/2002
25.	POWEROFFICE	Docucorp International, Inc.	USA	74/708,632	2,058,680	05/06/1997
26.	PRINTCOMMANDER	Image Sciences, Inc.	USA	74/241,886	1,892,573	05/02/1995
27.	THE FORM SPOT	Docucorp International, Inc.	USA	75/902,399	2,729,589	06/24/2003
28.	TRANSALL	Docucorp International, Inc.	USA	75/610,465	2,437,496	03/20/2001
29.	SKYWIRE	Skywire Software, LLC	USA	76/356897	2683037	02/04/2003
		Skywire Software, LLC	USA	76/448793	3056752	02/07/2006
		Skywire Software, LLC	USA	76/448794	2990908	06/14/2005
		Skywire Software, LLC	USA	75/899643	2869893	08/03/2004
30.	TRYCOS	SV Trycos, LLC	USA	76/324765	2911952	12/21/2004
31.	EZPOWER	Docucorp International, Inc.	USA	74/708,634	2,028,372	01/07/1997

Trademark Applications

	<u>Mark</u>	<u>Owner</u>	<u>Country</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Status</u>
1.	DOCUFLEX	Docucorp International, Inc.	Poland	Z-245609	02/28/2002	Pending
2.	IMAGE RESOURCE	Docucorp International, Inc.	USA	76/579,783	03/05/2004	Pending
3.	POLICY XPRESS (and Design)	Docucorp International, Inc.	USA	78/299,270	09/11/2003	Pending
4.	QUICKCONNECT	Docucorp International, Inc.	USA	78/922,776	07/05/2006	Pending
5.	POLICYWARE	Skywire Software, LLC	USA	76/650493	11/17/2005	Pending

Trademark Licenses

None.

Trademarks Owned by the Following Grantors: Skywire Software Canada, ULC; and InSystems Technologies Ltd.

Canada

Trademarks

Mark	Filed	Application #	Registered	Registration #	Status	Classes
CALLIGO	11/12/1998	0896045	11/27/2001	TMA554495	Registered	W,S
CALLIGO & Design	07/17/1998	0884722	04/29/1999	TMA511293	Registered	W,S
CALLIGO logo	07/17/1998	0884724	04/29/1999	TMA511366	Registered	W,S
FANDANGO	02/07/1997	0835907	05/08/1998	TMA494220	Registered	W
INSYSTEM TECHNOLOGIES	10/13/1995	0794895	07/06/2001	TMA547805	Registered	W,S
MOSAIC Design	05/20/1992	0705337	08/27/1997	TMA481664	Registered	W
MOSAIC SWOOSH Design	12/11/1998	0899200	07/21/2000	TMA530331	Registered	W,S
WHITEHILL ENTERPRISE	02/20/2001	1093415	02/20/2003	TMA576037	Registered	W
WHITEHILL XML TRANSPORT	02/20/2001	1093413	06/30/2004	TMA613937	Registered	W
WINSYNC		0745470	10/25/1995	449059	Registered	

Unregistered Trademarks

The following are unregistered trademarks developed and owned and used by the Debtor in the marketing and selling of its software products and services:

Whitehill Enterprise

Whitehill Bill

Whitehill Report

Whitehill BPI for Legal

Whitehill Legal Accelerators

Whitehill Legal Connectors

Whitehill BPI

Whitehill EApplication

Whitehill xmlTransport
 Whitehill Layout Designer
 Whitehill Compliance Solutions
 Whitehill Tracker
 IStream Product Developer
 IStream Publisher
 IStream Communicator
 IStream Document Manager
 IStream Writer
 IStream ProductFlow
 IStream ContentFlow
 IStream SalesFlow
 IStream ServiceFlow

United States

Trademarks

Mark	Filed	Application #	Registered	Registration #	Status	Classes
CALLIGO	01/15/1999	75621555	09/16/2003	2764518	Registered	09, 41, 42
FASTFORMS	06/09/1999	75725665	11/13/2001	2505805	Registered	09, 40, 42
INSYSTEM TECHNOLOGIES	12/22/1995	75035869	06/10/1997	2068820	Registered	09, 42
WHITEHILL ENTERPRISE	02/15/2001	76211683	07/02/2002	2587931	Registered	09
WHITEHILL XML TRANSPORT	02/15/2001	76211682	06/11/2002	2614535	Registered	09
METASERVER & Design	02/02/1998	75427321	02/21/2001	2483885	Registered	09
METASERVER & Design	02/02/1998	75427009	07/08/2003	2733611	Registered	42
WHITEHILL XSL COMPOSER	02/16/2001	76213627	07/02/2002	2587938	Registered	09
WHITEHILL	03/03/2000	75934058	09//03/2002	2613827	Registered	09
WHITEHILL	03/03/2000	75933845	08/13/2002	2606476	Registered	09

European Union (CTM)

Trademarks

Mark	Filed	Application #	Registered	Registration #	Status	Classes
CALLIGO	01/13/1999	001041094	05/29/2000		Registered	09, 41, 42
WHITEHILL ENTERPRISE	02/23/2001	002101665	11/08/2002		Registered	09
WHITEHILL XML TRANSPORT	02/23/2001	002101699	05/13/2002		Registered	09
WHITEHILL WEB	02/23/2001	002101731	11/08/2002	2101731	Registered	09
WHITEHILL XSL COMPOSER	02/23/2001	002101673	11/08/2002	002101673	Registered	09
WHITEHILL.COM	01/15/2001	002036663	07/10/2002	002036663	Registered	09, 016, 042
WHITEHILL	01/15/2001	002036648	02/21/2002	002036648	Registered	09, 016, 042
INSYSTEMS TECHNOLOGIES	01/29/1999	1058676 (Canada)		001058676	Registered	09, 041, 042
INSYSTEMS TECHNOLOGIES	12/17/1998	001019678		001019678	Registered	09, 037, 041, 042
DESIGN ONLY- Calligo Logo	09/03/1998	EC000923771	12/16/1999	000923771	Registered	09, 037, 042

United Kingdom

Trademarks

Mark	Filed	Application #	Registered	Registration #	Status	Classes
INSYSTEM TECHNOLOGIES	04/19/1996		08/27/1997	2069131	Expired	09, 42
WHITEHILL.COM	05/16/2001	UK02232551 (A), (B)	06/08/2001		Registered	09, 042
WHITEHILL	05/16/2000	UK002232549	02/16/2001		Registered	09
ALIX	08/13/1998	UK002174839			Registered	09

Trademark Licenses.

None.