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
Amcom Software, Inc.		03/03/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC, as Agent
Street Address:	One Boston Place
Internal Address:	Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	77271997	AMCOM E.NOTIFY
Serial Number:	77271982	E.NOTIFY
Registration Number:	2703442	AMCOM SOFTWARE INC.
Registration Number:	2557796	AMCOM
Registration Number:	2306387	SMART SPEECH
Registration Number:	2219588	OPERATOR SAVER
Registration Number:	2636735	STARCHIVE
Registration Number:	2630138	XTEND
Registration Number:	2614137	XTEND
Registration Number:	2610875	WEBXCHANGE
Registration Number:	2577619	VOICE WITH A SMILE
Registration Number:	2743983	TELIDENT STS
Registration Number:	2706288	TELIDENT SITEALERT
		TRADEMARK

TRADEMARK "
REEL: 003730 FRAME: 0746

900100533

Registration Number:	2371469	SITEALERT	
Registration Number:	2175541	911 SOLUTIONS	

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher c/o Goldberg Kohn

Address Line 1: 55 East Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.181
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/03/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of March, 2008, by and between the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among AMCOM SOFTWARE, INC.; as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (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, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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. <u>DEFINED TERMS</u>. 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. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in all of 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 <u>Schedule I</u> hereto;

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- (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 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. <u>SECURITY FOR OBLIGATIONS</u>. 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 Grantor to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.
- 4. <u>SECURITY AGREEMENT</u>. 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 Providers, pursuant to the Security Agreement. 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. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this <u>Section 5</u>, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. 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.

- CONSTRUCTION. Unless the context of this Trademark Security Agreement 7. 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 of the Credit Agreement) 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 Providers 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.
- 8. <u>CONTROLLING LAW</u>. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

[signature page follows]

IN WITNESS WHEREOF, 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.

Title:

IN WITNESS WHEREOF, 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.

By:_______
Name: ______
Title:

ANCOM SOFTWARE, INC., as Grantor

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: XVW
Name: Vice President
Title: Stephen Call

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	FIRST USE DATE	INTENT TO USE	OWNER INFORMATION	
Amcom E.Notify	77-271997	Pending – Initialized as of 09/10/07	NA	NA	60/30/60	No	Amcom Software, Inc.	
E.Notify	77-271982	Pending – Initialized as of 09/10/07	AN	NA	60/06/60	No	Amcom Software, Inc.	
Amcom Software Inc.	75-886287	Registered	2703442	04/08/03	03/84	No	Amcom Software, Inc.	
Amcom	75-884517	Registered	2557796	04/09/02	03/84	No	Amcom Software, Inc.	
Smart Speech	75-265558	Registered	2306387	01/04/00	66/80/90	Yes-Actual Use	Amcom Software, Inc.	
Operator Saver	75-264253	Registered	2219588	01/19/99	04/24/97	No.	Amcom Software, Inc.	
Starchive	76-163921	Registered	2636735	10/12/02	05/06/02	Yes-Actual Use	Amcom Software, Inc.	
Xtend	76-128103	Registered	2630138	10/08/02	02/28/91	No	Amcom Software, Inc.	
Xtend	76-128104	Registered	2614137	09/03/02	04/13/82	No	Amcom Software, Inc.	
Webxchange	76-125607	Registered	2610875	08/20/02	03/12/97	No	Amcom Software, Inc.	
Voice With a Smile	76-124553	Registered	2577619	06/11/02	03/12/97	No	Amcom Software, Inc.	
Telidents STS	76-314429	Registered	2743983	07/29/03	00/10/10	Yes – Actual Use Alfeged	Amcom Software, Inc.	
Telident Sitealert	76-291846	Registered	2706288	04/15/03	06/29/01	No	Amcom Software, Inc.	
Sitealert	75-382782	Registered	2371469	02/22/00	86/50	Yes - Actual Use Alleged	Amcom Software, Inc.	
911 Solutions	75-168751	Renewed	2175541	07/21/98	03/13/98	Yes – Actual Use Alleged	Amcom Software, Inc.	

		INACTIVE	INACTIVE TRADEMARKS		!		
Wirelesssmartweb	76-392113	Abandoned-No Statement of Use as of 07/13/03	NA	NA	NA	YES	Amcom Software, Inc.
Smart Speech Doclink	76-391361	Abandoned-No Statement of Use as of 10/27/05	NA	VN	NA	YES	Amcom Software, Inc.
Am.com	75-884515	Abandoned-No Statement of Use as of 10/10/02	NA.	NA	NA	YES	Amcom Software, Inc.
Telephony Solutions Designed for People	75-685557	Abandoned-No Statement of Use as of 12/01/00	WA	NA	NA	YES	Amcom Software, Inc.
Instalink Tag	73-778202	Abandoned as of 11/29/89	NA	NA	11/88	%	Amcom Software, Inc.
Xtend	73-486546	Abandoned as of 03/12/86	NA	NA	04/82	No	Amcom Software, Inc.
Xtend	00392082 New York	Expired as of 11/08/95	٧N	NA	NA A	NA	Amcom Software, Inc.
	State						

TRADEMARK
RECORDED: 03/03/2008 REEL: 003730 FRAME: 0754