

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DATA MANAGEMENT I LLC		04/09/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as administrative agent and collateral agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2152382	5000I
Registration Number:	1324429	COMPUTEST
Registration Number:	1128263	DATA-REFLEX
Registration Number:	1554468	EXAMSYSTEM
Registration Number:	1507871	EXPRESS
Registration Number:	2943425	EZDATA
Registration Number:	1367582	MARK REFLEX
Registration Number:	0856495	OPSCAN
Registration Number:	3208551	PROSPER ASSESSMENT SYSTEM
Registration Number:	3208550	PROSPER
Registration Number:	1677440	SCAN-DR
Registration Number:	1240032	SCANPAK
Registration Number:	1483143	SCANTOOLS

OP \$490.00 2152382

Registration Number:	1936222	SELFSCORE
Registration Number:	1485062	SENTRY
Registration Number:	0976393	TRANS-OPTIC
Registration Number:	1482304	TRANS-OPTIC
Registration Number:	2322231	VALUE BRIDGE
Registration Number:	1108655	VIO-TRANS-OPTIC

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0092
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	04/25/2008

Total Attachments: 9
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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of April 9, 2008 (as amended, supplemented or otherwise modified from time to time, the "First Supplemental Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse, Cayman Islands Branch, as administrative agent and collateral agent (in such capacities and together with its successors, the "Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Harland Clarke Holdings Corp. (f/k/a Clarke American Corp.) (the "Borrower") and the subsidiaries of the Borrower from time to time party thereto as Subsidiary Co-Borrowers have entered into a Credit Agreement, dated as of April 4, 2007 (as amended by that certain First Amendment to Credit Agreement, dated as of May 4, 2007, and as may be further amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto and the Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 1, 2007, in favor of the Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in the Collateral, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantors, to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement was recorded against certain United States Trademark Applications and Registrations at Reel/Frame 003542/0175, 003542/0248, 003542/0279, 003542/0588, 003542/0611, 003542/0674, 003542/0707 and 003542/0775, against certain United States Issued Patents and Patent Pending Patent Applications at Reel/Frame 019287/0704, 019297/0083, 019297/0106 and 019297/0129 and against certain United States Copyrights at Microfilm v3552d335 and v3552d336.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security.

Each Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following (the "Intellectual Property Collateral") of such Grantor, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has

or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including the registrations and applications listed on Schedule 1 attached hereto except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned, (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all patents of the United States, any other country, or union of countries or any political subdivision of any of the foregoing, and all applications in connection therewith, including all patents and patent applications in the United States Patent and Trademark Office (including those listed on Schedule 1 attached hereto), (ii) all reissues, extensions, divisions, continuations and continuations-in-part thereof, and the right to obtain all reissues and extensions thereof, (iii) all inventions (whether or not patentable) and all improvements thereof, (iv) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (v) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world;

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office (including those registrations and applications listed on Schedule 1 attached hereto), (ii) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (iii)

the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and damages or payments for past, present or future infringements thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world; and

(d) solely to the extent that any grantor has recorded its interest therein with the United States Copyright Office or the United States Patent and Trademark Office, exclusive Trademark Licenses, exclusive Patent Licenses and exclusive Copyright Licenses, including those agreements listed on Schedule 1 attached hereto, and all rights to sue or otherwise recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 2. Recordation.

Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts.

This First Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. Governing Law.

This First Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision.

This First Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Supplemental Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each of the undersigned has caused this First Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

DATA MANAGEMENT I LLC

By: Kathleen Barsocchini
Name: Kathleen Barsocchini
Title: Vice President, General Counsel
Secretary.

Please see attached.

SCHEDULE 1

1. Copyrights, Copyright Applications and Copyright Licenses

TITLE OF WORK	DATE OF FIRST PUBLICATION	REG. NUMBER	REG. DATE
Classroom Answer Sheet #32515	7/28/1982	TX 1-810-809	1/8/1986
General Purpose Answer Sheet #16412 Computest – 100 Questions	5/11/1983	TX 1-847-492	5/20/1986
General Purpose Answer Sheet #16416 Computest – 60 Questions	5/11/1983	TX 1-847-493	5/20/1986
General Purpose Answer Sheet #16424 – 80 Questions	5/11/1983	TX 1-847-490	5/20/1986
General Purpose Answer Sheet #16432 – 100 Questions	5/11/1983	TX 1-847-491	5/20/1986
General Purpose Answer Sheet #16482 – 120 Questions	5/11/1983	TX 1-847-488	5/20/1986
General Purpose Answer Sheet #16485 – 240 Questions	5/11/1983	TX 1-847-489	5/20/1986
General Purpose Answer Sheet #16504 – 200 Questions	5/11/1983	TX 1-847-487	5/20/1986
General Purpose Answer Sheet Form #4521	8/11/1977	TX 347-364	10/18/1979
General Purpose Answer Sheet T4887 – 120 Questions	4/6/1978	TX 1-847-497	5/20/1986

TITLE OF WORK	DATE OF FIRST PUBLICATION	REG. NUMBER	REG. DATE
Minnesota Datronics Answer Sheet Form #160-RST-4	1/20/1975	TX 534-944	8/20/1979
Minnesota Datronics Answer Sheet Form #190-RST-3	1/20/1975	TX 534-946	8/20/1979
Minnesota Datronics Answer Sheet Form #80-RST-2	12/11/1974	TX 534-945	8/20/1979
Minnesota Datronics Answer Sheet Form #90-RST-1	4/28/1975	TX 534-943	8/20/1979
Visual Products Division/3M, Form #50-SB2	9/26/1979	TX 1-006-050	11/26/1980

2. Patents, Patent Applications and Patent Licenses

Description	Jurisdiction of Registration	Patent No.	Serial No.
An optical scanning device having a calibrated pixel output and a method for calibrating such a device	U.S.A.	6,552,829	09/596,274
An optical scanning device having a calibrated pixel output and a method for calibrating such a device	U.S.A.	6,459,509	09/595,991
Image processing system for documentary data	U.S.A.	5,134,669	537293
Method and apparatus for discriminating bar codes for an optical mark reader	U.S.A.	5,086,215	262869

Description	Jurisdiction of Registration	Patent No.	Serial No.
Method for interpreting a variety of response marks on a scannable surface	U.S.A.	5,711,673	393,692
Sheet picking mechanism	U.S.A.	4,934,684	178062
Single sheet picking and transport mechanism	U.S.A.	5,195,738	674,317
System for interpreting scannable marks (Adjustable read level threshold for optical mark scanning)	U.S.A.	5,420,407	08/122,152
Methods and Systems for collecting responses*	U.S.A.	U.S. Patent Application No. 60913968	N/A

*Provisional applications filed in April 2007

3. Trademarks, Trademark Applications and Trademark Licenses

Trademark	Jurisdiction of Registration	Reg. No.	Serial No.
5000i®	U.S.A.	2152382	75/274708
COMPUTEST®	U.S.A.	1324429	449092
DATA-REFLEX®	U.S.A.	1128263	167353
examSYSTEM®	U.S.A.	1554468	73/738294
EXPRESS®	U.S.A.	1507871	588254
EZDATA®	U.S.A.	2,943,425	76/557512

Trademark	Jurisdiction of Registration	Reg. No.	Serial No.
MARK REFLEX®	U.S.A.	1367582	73/534662
OpScan®	U.S.A.	0856495	293439
PROSPER Plus Design® (logo)	U.S.A.	3208551	78/858670
PROSPER®	U.S.A.	3208550	78/858658
Scan-DR®	U.S.A.	1677440	74/135812
SCANPAK®	U.S.A.	1240032	339635
ScanTools®	U.S.A.	1483143	632767
SELFSCORE®	U.S.A.	1936222	74/541486
SENTRY®	U.S.A.	1485062	73/428307
TRANS-OPTIC®	U.S.A.	0976393	416623
TRANS-OPTIC®	U.S.A.	1482304	73/645766
VALUE BRIDGE®	U.S.A.	2322231	75/379877
VIO-TRANS-OPTIC®	U.S.A.	1108655	167338