# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
ImageMax, Inc.		09/12/2005	CORPORATION: PENNSYLVANIA	

#### **RECEIVING PARTY DATA**

Name:	Databank IMX LLC	
Street Address:	12000 Baltimore Avenue	
City:	Beltsville	
State/Country:	MARYLAND	
Postal Code:	20705	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	2572488	SCANTRAX	
Registration Number:	2571813	WEB X WEBTRAX	
Registration Number:	2574115	WEBTRAX	

## **CORRESPONDENCE DATA**

Fax Number: (617)856-8201

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

Phone: 617-856-8145

Email: ip@brownrudnick.com
Correspondent Name: Mark S. Leonardo
Address Line 1: One Financial Center
Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	26782/2	
NAME OF SUBMITTER:	Mark S. Leonardo	

TRADEMARK REEL: 003924 FRAME: 0336

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Signature:	/Mark S. Leonardo/
Date:	01/26/2009
Total Attachments: 4 source=Databank IMX LLC#page1.tif source=Databank IMX LLC#page2.tif source=Databank IMX LLC#page3.tif source=Databank IMX LLC#page4.tif	

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#### **ASSIGNMENT OF TRADEMARKS**

WHEREAS, ImageMax, Inc., a Pennsylvania corporation having a place of business at 455 Pennsylvania Avenue, Fort Washington, Pennsylvania, U.S.A., which is hereinafter referred to as "ASSIGNOR," owns certain trademarks and trademark applications, which are more particularly set forth on <u>Schedule A</u> attached hereto (the "Trademarks").

WHEREAS, Databank IMX LLC, a Delaware limited liability company having a place of business at 12000 Baltimore Avenue, Beltsville, Maryland, U.S.A., which is hereinafter referred to as "ASSIGNEE," is desirous of acquiring the entire interest in, to and under the Trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00) and in consideration of the credit bid at the UCC public foreclosure sale held on the date hereof and directions given in connection with such sale, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to the Trademarks or any continuation, continuation-in-part, division, renewal, re-examination, substitute or reissue thereof for the full term or terms for which the same may be granted, including the right to sue and recover for past infringement.

ASSIGNOR also assigns all the good will of the business in which the Trademarks are used.

ASSIGNOR also assigns all of its right, title and interest in and to the Trademarks and such goodwill in all foreign countries, and all applications for trademarks or other rights that may evolve therefrom.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the Trademarks as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said Trademarks that may be necessary or desirable to carry out the purposes hereof.

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TRADEMARK REEL: 003924 FRAME: 0338 IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of September) \_\_\_\_\_\_ 2005.

IMAGEMAX, INC.

Acknowledged and Accepted:

DATABANK IMX LLC

Name: Its:

**TRADEMARK** 

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of September 12, 2005.

IMAGEMAX, INC.

Name:

Its:

Acknowledged and Accepted:

DATABANK IMX LLC

remper / president Name:

Its:

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# SCHEDULE A

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1.	IMAGEMAX	ImageMax, Inc.	2098975	9/23/97	Registered
2.	IMAGEMAX	ImageMax, Inc.	2414922	12/26/00	Registered
3.	IMAGEMAX & Design	ImageMax, Inc.	2317912	2/15/00	Registered
4.	IMAGEMAX ES	ImageMax, Inc.	2445025	4/17/01	Registered
5.	SCANTRAX	ImageMax, Inc.	2572488	5/28/02	Registered
6.	COLDTRAX	ImageMax, Inc.	2349156	5/9/00	Registered
7.	WEBTRAX	ImageMax, Inc.	2574115	5/18/02	Registered
8.	SCANTRAX RETRIEVAL	ImageMax, Inc.	2516208	12/11/01	Registered
9.	FILETRAX RETRIEVAL	ImageMax, Inc.	2498801	10/16/01	Registered
10.	WEB X WEBTRAX and Design	ImageMax, Inc.	2571813	5/21/02	Registered

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**RECORDED: 01/26/2009** 

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