

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: DIGITECH SYSTEMS INC

Internal Address

Street Address: 8400 E CRESENT PKWY STE 500

City: GREENWOOD VILLAGE

State: CO

Country: USA

Zip: 80111

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): January 26, 2009

- Assignment Merger
 Security Agreement Change of Name

- Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship :Canada
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

3200402

3533133

3284599

B. Trademark Registration No.(s)

77268653

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: cls-udsalbany@wbiterskriver.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 115.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

B. Payment Information:

a. Credit Card Last 4 Numbers 5683

Expiration Date 11/09

b. Deposit Account Number
Authorized User Name

9. Signature



Signature

Date

11/27/09

Susan O'Brien
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 17th day of December, 2008, by and between SILICON VALLEY BANK ("Bank") and DIGITECH SYSTEMS, INC., a Nebraska corporation ("Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of September 30, 2004 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

B. Borrower has requested that Bank amend the IP Agreement to add additional Trademarks to Exhibit C thereof.

C. Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

2. **Amendments to IP Agreement.** Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment.

3. **Limitation of Amendment.**

3.1 The amendment set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:

SILICON VALLEY BANK

By: [Signature]
Name: [Signature]
Title: RM

BORROWER:

DIGITECH SYSTEMS, INC.

By: [Signature]
Name: JOHN WARRICK
Title: CEO

EXHIBIT A to FIRST AMENDMENT

EXHIBIT "C"

TRADEMARKS

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
[Design only]	3200402	1/23/2007
IMAGESILO	3533133	11/18/2008
PAPERVISION	77268653	8/30/2007
PAPERVISION	3284599	8/28/2007