

6-12-09

JUN 12

06-15-2009



# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

103563738

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):

LBC CREDIT PARTNERS, L.P., AS AGENT

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: COMVEST INOMAX HOLDINGS, LLC

Internal

Address: Suite 300

Street Address: One North Clematis Street

City: West Palm Beach

State: Florida

Country: U.S. Zip: 33401

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other limited liability co Citizenship Delaware

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)

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

Execution Date(s) January 20, 2009

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2031517; 3179795

Additional sheet(s) attached?  Yes  No

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

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

Name: Phyllis S. Bean

Internal Address: Berger Singerman, P.A.

Street Address: 200 So. Biscayne Boulevard, Suite 1000

City: Miami

State: Florida Zip: 33131

Phone Number: (305) 755-9500

Fax Number: (305) 714-4340

Email Address: pbean@bergersingerman.com

### 6. Total number of applications and registrations involved:

2

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

Deposit Account Number 06/12/2009 MJAMA1 00000019 2031517

Authorized User 01 EC:4521 02 FC:8522

48.00 OP  
25.00 OP

### 9. Signature:

Phyllis S. Bean  
Signature

2/6/09  
Date

Phyllis S. Bean  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

**ASSIGNMENT OF TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

This Assignment of Trademark Collateral Assignment and Security Agreement ("Assignment") is made as of the 20<sup>th</sup> day of January, 2009 by LBC Credit Partners, L.P., a Delaware limited partnership, as Agent ("Assignor"), with an address at Cira Centre, 2929 Arch Street, Philadelphia, Pennsylvania 19104, to and in favor of ComVest Inomax Holdings, LLC, a Delaware limited liability company ("Assignee"), with an address at One North Clematis Street, Suite 300, West Palm Beach, Florida 33401.

**WITNESSETH:**

A. Pursuant to that certain Trademark Collateral Assignment and Security Agreement dated as of March 6, 2007 (the "Security Agreement"), Zomax Incorporated, a Minnesota corporation ("Debtor") granted to Assignor a security interest in certain collateral, including Debtor's trademarks, trade names, trade styles and service marks, to secure, among other things, the obligations of Debtor and certain of its affiliates under that certain Loan and Security Agreement dated as of March 6, 2007 among Debtor, certain of its affiliates, Assignor, as Agent, and the lenders identified therein (as amended, the "Loan Agreement") and related loan and security documents (collectively, and including the Loan Agreement and the Security Agreement, the "Loan Documents").

B. The collateral encumbered by the Security Agreement includes Debtor's interest in the marks "THE PERFECT ORDER" and "ZOMAX" (the "Marks") registered with the United States Patent and Trademark Office (the "USPTO") under registration numbers 3179795 and 2031517, respectively.

C. On April 9, 2007, Assignor recorded with the USPTO, under Reel/Frame No. 3518/180, a Trademark Assignment, attaching a copy of the Security Agreement, evidencing Debtor's collateral assignment of the Marks to Assignor.

D. Pursuant to an Assignment and Acceptance Agreement and an Agreement Regarding Agency Resignation, Appointment and Acceptance, both dated as of January 20, 2009 (the "Master Assignment Documents"), Assignor has assigned to Assignee all of its right, title and interest in the Loan Documents, including the Security Agreement, and has resigned and appointed Assignee as the successor Agent under the Loan Documents.

E. Assignee has requested Assignor to execute this Assignment to further evidence Assignor's assignment of its interest in the Security Agreement to Assignee, with the intention of filing a copy of this Assignment with the USPTO.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby conclusively acknowledged, Assignor has unconditionally sold, assigned, conveyed, and transferred and does hereby unconditionally sell, assign, convey, and transfer, to

Assignee, its successors and assigns, all of Assignor's right, title and interest in and to, and all benefits and entitlements of Assignor under, the Security Agreement.

This Assignment is made in addition to, and not in lieu or substitution of, the Master Assignment Documents, and to further evidence Assignor's assignment to Assignee of its interest in the Security Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Assignment and those of the Master Assignment Documents, the terms and provisions of the Master Assignment Documents shall govern and control.

Assignor agrees that from time to time it will execute and deliver to Assignee, at assignee's cost, without further consideration, such other and further instruments of conveyance, assignment and transfer and perform such related acts, as Assignee may reasonably request for the more effective conveyance, assignment and transfer to Assignee of its interest in the Security Agreement and the Marks.

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered as of the day and year first written above.

ASSIGNOR:

LBC CREDIT PARTNERS, L.P.

By:   
Name: David E. Fraimow  
Title: Vice President