

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Amended and Restated Conditional Assignment of and Security Interest in Trademarks |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-------------------------------------|
| Source Technologies, LLC | | 06/12/2009 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | Liberty Partners Lenders, L.L.C. |
| Street Address: | 1370 Avenue of the Americas, 34th Floor |
| Internal Address: | c/o Liberty Capital Partners, Inc. |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 1963656 | SOURCE TECHNOLOGIES |
| Registration Number: | 1972922 | ST SOURCE TECHNOLOGIES |
| Registration Number: | 2360783 | FORMSPARTNER |
| Registration Number: | 2592854 | E-DOCSECURE |
| Registration Number: | 2943410 | CONCOURSE |
| Registration Number: | 3010013 | INNOVATIVE THINKING. POWERFUL SOLUTIONS. |
| Registration Number: | 3212960 | SOURCE TECHNOLOGIES |
| Registration Number: | 3212961 | ST SOURCE TECHNOLOGIES |
| Serial Number: | 77576603 | SOURCE TECHNOLOGIES |
| Serial Number: | 77605151 | SERVPOINT |
| Serial Number: | 77605115 | PILOTPOINT |
| Serial Number: | 77643100 | SOURCE TECHNOLOGIES |

CH \$390.00 1963656

| | | |
|----------------|----------|-----------------------------|
| Serial Number: | 77674517 | INNOVATE. INSPIRE. ACHIEVE. |
| Serial Number: | 77708924 | SERVPOINT |
| Serial Number: | 77708947 | PILOTPOINT |

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 34128-60 RMP |
| NAME OF SUBMITTER: | Renee M. Prescan |
| Signature: | /Renee M. Prescan/ |
| Date: | 06/17/2009 |

Total Attachments: 7
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SOURCE TECHNOLOGIES, LLC

AMENDED AND RESTATED CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARKS

THIS AMENDED AND RESTATED CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARKS ("Trademark Conditional Assignment"), dated as of June 12, 2009, is made by SOURCE TECHNOLOGIES, LLC, a Delaware limited liability company ("Borrower"), in favor of LIBERTY PARTNERS LENDERS, L.L.C. ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement of even date herewith entered into by Borrower and Lender (as amended from time to time, the "Loan Agreement"), Lender has agreed to make a loan and other financial accommodations to Borrower;

WHEREAS, in connection with the Loan Agreement, Borrower has executed and delivered to Lender both an Amended and Restated Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement") and an Amended and Restated Conditional Assignment of Intellectual Property and Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Conditional Assignment of Intellectual Property");

WHEREAS, as a condition precedent to the making of the loan under the Loan Agreement, Borrower is required to execute and deliver this Trademark Conditional Assignment;

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Trademark Conditional Assignment; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the loan and other financial accommodations pursuant to the Loan Agreement, Borrower agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement, Security Agreement or the Conditional Assignment of Intellectual Property (collectively, the "Finance Documents").

SECTION 2. Grant of Security Interest and Conditional Assignment. As security for the full and timely payment, observance and performance of the Secured Obligations, Borrower hereby grants to Lender a continuing security interest in and a right of

setoff against, and effective upon demand upon the occurrence of an Event of Default, assigns, transfers and conveys to Lender, all of Borrower's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), except for those Trademarks the pledge, hypothecation, or transfer of which would invalidate Borrower's underlying rights to such Trademarks.

SECTION 3. Purpose. This Trademark Conditional Assignment has been executed and delivered by Borrower for the purpose of registering with the United States Patent and Trademark Office the grant of a security interest and conditional assignment herein, and in the Security Agreement and the Conditional Assignment of Intellectual Property. The security interest and conditional assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest and conditional assignment granted to Lender under the Security Agreement and under the Conditional Assignment of Intellectual Property with respect to the Intellectual Property Collateral. The Security Agreement and the Conditional Assignment of Intellectual Property (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Filing this Trademark Conditional Assignment. The party that files this Trademark Conditional Assignment with the U.S. Patent and Trademark Office ("PTO") shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security agreement; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

SECTION 6. Counterparts. This Trademark Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SOURCE TECHNOLOGIES, LLC

By: William Bouverie
Name: William Bouverie
Title: Chief Executive Officer

LIBERTY PARTNERS LENDERS, L.L.C.

By: Liberty Partners, L.P.
Its: Manager

By: PEB Associates, Inc.
Its: General Partner

By: _____
Its: _____

Address:
c/o Liberty Capital Partners, Inc.
1370 Avenue of the Americas, 34th Floor
New York, New York 10019
Attention: Thomas G. Greig
Michael Fram
Telecopy: 212-649-6076

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

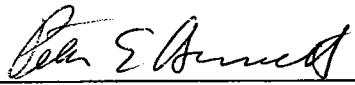
SOURCE TECHNOLOGIES, LLC

By: _____
Name: William Bouverie
Title: Chief Executive Officer

LIBERTY PARTNERS LENDERS, L.L.C.

By: Liberty Partners, L.P.
Its: Manager

By: PEB Associates, Inc.
Its: General Partner

By:  _____
Its: _____

Address:
c/o Liberty Capital Partners, Inc.
1370 Avenue of the Americas, 34th Floor
New York, New York 10019
Attention: Thomas G. Greig
Michael Fram
Telecopy: 212-649-6076

SCHEDULE A

U.S. Trademark Registrations

| <u>Trademark</u> | <u>Registration No</u> | <u>Registration Date</u> |
|-------------------------|------------------------|--------------------------|
| SOURCE TECHNOLOGIES | 1,963,656 | March 26, 1996 |
| ST SOURCE | 1,972,922 | May 7, 1996 |
| TECHNOLOGIES and Design | | |
| FORMSPARTNER | 2,360,783 | June 20, 2000 |
| E-DOCSECURE | 2,592,854 | July 9, 2002 |
| CONCOURSE | 2,943,410 | April 26, 2005 |
| INNOVATIVE THINKING. | 3,010,013 | November 1, 2005 |
| POWERFUL SOLUTIONS. | | |
| SOURCE TECHNOLOGIES | 3,212,960 | February 27, 2007 |
| ST SOURCE | 3,212,961 | February 27, 2007 |
| TECHNOLOGIES and Design | | |

U.S. Trademark Applications

| <u>Trademark</u> | <u>Application No.</u> | <u>Filing Date</u> |
|---------------------------------|------------------------|--------------------|
| SOURCE TECHNOLOGIES & DESIGN | 77/576,603 | September 23, 2008 |
| SERVPOINT | 77/605,151 | October 31, 2008 |
| PILOTPOINT | 77/605,115 | October 31, 2008 |
| SOURCE TECHNOLOGIES & DESIGN | 77/643,100 | January 5, 2009 |
| INNOVATE. INSPIRE. | 77/674,517 | February 20, 2009 |
| ACHIEVE | | |
| SERVPOINT | 77/708924 | April 7, 2009 |
| PILOTPOINT | 77/708947 | April 7, 2009 |

Foreign Trademark Registrations:

| <u>Trademark</u> | <u>Country</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|----------------|-------------------------|--------------------------|
| FORMSPARTNER | U.K. | 2252105 | November 9, 2000 |
| FORMSPARTNER | FR | 003067624 | November 29, 2000 |
| FROMSPARTNER | BX | 695761 | November 10, 2000 |
| SOURCE | Madrid | 915457 | March 29, 2007 |
| TECHNOLOGIES | | | |
| SOURCE | U.K. | 915457 | June 8, 2008 |
| TECHNOLOGIES | | | |

Unregistered Trademarks and Service Marks:

ST CHECKPARTNER; SECURE NUMERIC FONT; MICRO PRINT
FONT; IMAGE REVERSIBLE FONT

Trade and Corporate Names:

SOURCE TECHNOLOGIES, LLC. and various derivations thereof,
including, without limitation, ST LLC, ST, SOURCE TECH, SOURCE
TECHNOLOGIES, SOURCE TECHNOLOGIES COMPANY, and ST
UK

Internet Domain Names:

| <u>Domain Name</u> | <u>Registrar</u> | <u>Registration Date</u> | <u>Owner of Record</u> |
|--------------------|-------------------------|--------------------------|------------------------------|
| sourcotech.com | Network Solutions, Inc. | February 28, 1995 | Source Technologies, Inc. |