

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):
Digitech Systems Inc
8400 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

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: **Silicon Valley Bank**

Internal Address

Street Address: **3003 Tasman Drive**

City: **Santa Clara**
State: **CA**
Country: **USA**
Zip: **95054**

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

Execution Date(s): **January 26, 2009**

Assignment Merger
 Security Agreement Change of Name

Other : **Corrective Statement. Please correct Reel/Frame 3083/0873, the Conveying and Receiving Parties were recorded in error. This recordation notice indicating Digitech Systems Inc as the Conveying Party and Silicon Valley Bank as the Receiving Party is correct.**

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship
 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)	B. Trademark Registration No.(s)
3200402	77268653
3533133	
3284599	

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: **jzuniga@svb.com**

6. Total number of applications and registrations involved: **4**


7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 115-**

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

8. Payment Information:

a. Credit Card Last 4 Numbers **5683**
Expiration Date **11/09**

b. Deposit Account Number
Authorized User Name

9. Signature  Signature

Date **7/13/09**

TRADEMARK

COP \$115.00 77268653

Joseph Borgman

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

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REEL: 004025 FRAME: 0169

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: JONATHAN GARRIBER
Title: CFO

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REEL: 004025 FRAME: 0171

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