

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scriptel Corporation		07/31/2009	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	21 East State Street		
Internal Address:	7th Floor MD 468371		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3193396	SCRIPTEL	
Serial Number:	77394383	SCRIPTOUCH	
Registration Number:	3088422	TASK PAD	
Registration Number:	2979528	VISIGO	
CORRESPONDENCE DATA			
Fax Number:	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5135796960		
Email:	trademarks@kmlaw.com		
Correspondent Name:	Courtney A. Laginess		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	FI2290F10039		

OP \$115.00 3193396

900143110

**TRADEMARK
 REEL: 004061 FRAME: 0029**

NAME OF SUBMITTER:	Courtney A. Laginess
Signature:	/Courtney A. Laginess/
Date:	09/14/2009
Total Attachments: 4 source=trademark.assign#page1.tif source=trademark.assign#page2.tif source=trademark.assign#page3.tif source=trademark.assign#page4.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of September 10, 2009, made by **SCRIPTEL CORPORATION**, an Ohio corporation (the "Borrower"), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation (the "Secured Party").

RECITALS:

WHEREAS, the Borrower is a party to a Security Agreement dated as of July 31, 2009 (the "Security Agreement") in favor of the Secured Party;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Credit Agreement, the Borrower hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Borrower hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of such Borrower:

- (a) all trademarks of such Borrower including without limitation those trademarks listed on Schedule A attached hereto;
- (b) all goodwill associated with such trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and Borrower hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with the terms thereof, the Secured Party shall execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the trademarks under this Trademark Security Agreement.

SECTION 5. Authorization to Supplement. If Borrower shall obtain or currently maintains rights to any other trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Secured Party with respect to any such new trademark rights. Without limiting Borrower's obligations under this Section 5, Borrower authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all collateral, whether or not listed on Schedule A.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Borrower and Secured Party have executed this Trademark Security Agreement by their duly authorized officers as of the date first above written.

SCRIPTTEL CORPORATION

By: [Signature]
Name: WAYNE M. BRADTEL
Title: PRESIDENT / CEO

STATE OF Ohio)
COUNTY OF Franklin)

On this 10th day of Sept, 2009, there appeared before me Wayne Bradtel who acknowledged that he/she signed the foregoing Trademark Security Agreement as his/her voluntary act and deed on behalf and with full authority of Scripttel Corporation.

[Signature]
Notary Public
My Commission Expires: _____



JAMES G. RYAN, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

FIFTH THIRD BANK, as Secured Party

By: [Signature]
Name: Michael Misich
Title: Vice President

STATE OF Ohio)
COUNTY OF Franklin)

On this 9th day of Sept, 2009, there appeared before me Michael Misich, who acknowledged that he signed the foregoing Trademark Security Agreement as his voluntary act and deed on behalf and with full authority of Fifth Third Bank.

[Signature]
Notary Public
My Commission Expires: _____



JAMES G. RYAN, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Filing Office	Title	Serial No./ Pat/Reg No	Filing Date	Reg. Date
U.S. PTO	SCRIPTEL	3,193,396	2/22/06	1/2/07
U.S. PTO	SCRIPTOUCH	77/394,383	2/12/08	Pending
U.S. PTO	TASK PAD	3,088,422	1/27/04	5/2/06
U.S. PTO	TASKSPACE	78/957,247	8/22/06	Abandoned
U.S. PTO	VISIGO	2,979,528	11/11/03	7/26/05
U.S. PTO	WRITETOUCH	74/728,216	9/6/95	Abandoned
Canadian Intellectual Property Office	SCRIPTEL & DESSIN	TMA382850	12/29/88	Inactive