

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
AEON FINANCIAL, LLC		09/15/2009	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	CAPITALSOURCE BANK		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	California Industrial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77471277	SUPPORTING LOCAL COMMUNITIES	
CORRESPONDENCE DATA			
Fax Number:	(303)894-9239		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-830-1776		
Email:	docketingtrademarks@pattonboggs.com		
Correspondent Name:	Patton Boggs LLP		
Address Line 1:	1801 California Street		
Address Line 2:	Suite 4900		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	027549.0141		
NAME OF SUBMITTER:	Theresa Cope		
Signature:	/Theresa Cope/		

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TRADEMARK
REEL: 004070 FRAME: 0850

Date:

09/30/2009

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 15, 2009 (this "Agreement"), made by and among AEON FINANCIAL LLC, an Illinois limited liability company ("Borrower"), RECORDS DIRECT, INC., an Illinois corporation ("Records Direct" and together with Borrower, each individually a "Grantor" and collectively, jointly and severally, the "Grantors"), in favor of CAPITALSOURCE BANK, a California industrial bank, as administrative, payment and collateral agent (in that capacity, "Agent") for itself and the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of the date hereof, by and among Borrower, Agent and the lenders party thereto (collectively, the "Lenders") (as further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), (i) the Lenders have agreed to make certain loans to the Borrowers named therein and (ii) the Borrower has granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Borrower in, to and under all of the Borrower's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Borrower under the Loan Agreement;

WHEREAS, Records Direct, as an Affiliate of Borrower, will directly benefit from Agent and the Lenders making the Loan to Borrower;

WHEREAS, pursuant to that certain Tax Lien Investment Manager and Portfolio Servicing Agreement dated of even date herewith by and among Agent, Borrower, Axis Capital, Inc. ("Parent"), Land Title Services, Inc. ("Land Title") and Records Direct, as amended in accordance with the Loan Agreement (the "Servicing Agreement"), in exchange for the fees payable to such Guarantor pursuant to the Servicing Agreement for Records Direct providing electronic data management services to Borrower, and as such Records Direct has received, or will receive, direct or indirect benefit from Agent and Lenders making the Loan to Borrower;

WHEREAS, Records Direct provides direct or indirect services to Borrower in connection with Borrower's Business and directly benefits from the Loans from Agent to Lender as a result of its substantial (and increased) business relationships with Borrower; and

WHEREAS, each Grantor is the owner of the entire right, title and interest in, to and under all of such Grantor's respective Intellectual Property listed on Schedule I hereto, as amended from time to time, including (i) that certain Software License Agreement dated January 11, 2008 by and between Records Direct d/b/a Datasource Management Systems and the law firm of Schwartz & Associates, LLP and the LitigationManager Software licensed in connection therewith and (ii) that certain Software License Agreement dated January 11, 2008 by and between Records Direct d/b/a Datasource Management Systems and Borrower and the LienManager Software licensed in connection therewith.

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Loan Agreement, each Grantor hereby agrees with Agent as follows:

1. **Defined Terms.**

- (a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.
- (b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

“Copyrights” shall mean, with respect to any Grantor, all of such Grantor’s now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright.

“Event of Default” shall mean either an Event of Default as defined in the Loan Agreement or an Event of Default as defined in the Security Agreement.

“Guaranty” shall mean that certain Guaranty dated as of the date hereof by and among Parent, Records Direct, Land Title, Aeon Financial I, LLC, Aeon Financial II, LLC, Aeon Financial III, LLC, Aeon Financial IV, LLC and Agent, as amended, restated or modified from time to time.

“Guaranteed Obligations” shall have the meaning assigned to such term in the Guaranty.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean, with respect to any Grantor, all: (i) Trademarks and Trademark Licenses and all common-law rights in and to all of the foregoing; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) all customer lists and customer information; (v) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software (but excluding in all cases any agreements for the licensing of commercially available off-the-shelf software), source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including the Software and

Software Licenses; and (vi) other intellectual property throughout the world in and to all the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, the Copyright Licenses and the Software Licenses.

“Patents” shall mean, with respect to any Grantor, all of such Grantor’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent.

“Records Direct Licenses” shall mean those Software Licenses listed on Schedule I hereto.

“Software” shall mean computer programs in machine readable object code, mathematical codes, routines and other functions that controls the function and operation of a computer’s hardware and any subsequent error connections or updates supplied thereto, but excluding commercially available off-the-shelf software.

“Software Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Software.

“Trademarks” shall mean, with respect to any Grantor, all of such Grantor’s now existing or hereafter acquired right, title, and interest in and to: (i) all of such Grantor’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, *provided, that*, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks), registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii) the entire

goodwill of the such Grantor's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

(c) **Other Definitional Provisions.**

- i. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.
- ii. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations and the Guaranteed Obligations, each Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Loan Agreement or the Security Agreement, does hereby grant) to Agent, for the benefit of itself and the Lenders, a lien and security interest in such Grantor's entire right, title and interest in its respective Intellectual Property (except to the extent any License (other than any Records Direct License) prohibits such grant or requires the consent of any third party unless such consent has been obtained) and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Grantor, and including, without limitation, each Grantor's right, title and interest in and to each Intellectual Property and proprietary right identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Grantor's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "**IP Collateral**").

3. **Collateral Assignments of Software Licenses.**

- (a) For value received, each of Records Direct and Borrower (each an "**Assigning Party**" and together, the "**Assigning Parties**") hereby collaterally assigns to the order of Agent, for itself and Lenders, all of Records Direct and Borrower's respective rights, title, interests, privileges, status, benefits, and entitlements (but not obligations) in, to and under the existing or future Software Licenses to any Software to which such Assigning Parties are a party thereto, including, without limitation, those identified in Schedule I attached hereto and made a part hereof, but specifically excluding any Software Licenses that prohibit such assignment or require the consent of any third party, unless such consent has been obtained (the "**Assignment**"). To more fully effectuate the foregoing assignment, each Assigning Party has expressly consented to the Assignment and this Agreement.

- (b) So long as no Event of Default has occurred, the Assigning Parties shall continue to receive, exercise and perform all of their respective rights, benefits and obligations under the Software Licenses. Upon the occurrence and during a continuation of an Event of Default, in Agent's discretion and in addition to other rights and remedies provided for in the Loan Documents, Agent shall have the right (but not the obligation), after written notice to Borrower and/or Records Direct under the respective Software License (an "**Exercise Notice**"), to assume and exercise the defaulting parties' rights, benefits and privileges in, to and under any or all of the Software Licenses that are subject to the Assignment (the "**Assigned Software Licenses**").
- (c) Notwithstanding the Assignment, this Agreement or the other Loan Documents, neither Agent nor Lenders shall be deemed in any manner to have assumed any obligation or liability of any Assigning Party, nor shall Agent or Lenders be liable to anyone as a result of the Assignment. Assigning Parties, as applicable, shall continue to be liable under and with respect to the Software Licenses.
- (d) Upon the occurrence and during a continuation of an Event of Default, Agent may exercise the rights, powers and benefits hereunder in addition to the rights, powers and remedies available under the Loan Documents or under any Applicable law. If, upon the occurrence and during a continuation of an Event of Default, Agent delivers an Exercise Notice, Agent shall have the right (but not obligation) at any time, in its discretion, to enforce this Agreement, with or without order of any court and with or without seeking appointment of a receiver. Without limiting the foregoing, Agent may take, in its or a nominee's name or in the name of the applicable Assigning Party or otherwise, such action as Agent may at any time or from time to time determine to be necessary to cure any default of such Assigning Party with respect to any of the Assigned Software Licenses, or to protect the rights of such Assigning Party, or of Agent (or its nominee) as the assignee of such Assigning Party thereunder. Any failure of Agent to promptly exercise any right given or reserved in this Agreement or in any Loan Document, or any exercise and subsequent waiver or abandonment of such right, shall not prevent the exercise or any such right thereafter. Agent may pursue and enforce any remedy or remedies afforded it herein independently of, in conjunction or concurrently with, or subsequent to, its pursuit of enforcement of any remedy or remedies which it may have under the other Loan Documents or Applicable Law. Agent may also at any time cease to enforce the Assignment and suspend any actions or abandon any rights, responsibilities or benefits arising hereunder.
- (e) Upon the occurrence and during a continuation of an Event of Default, Agent may, at its option, and in addition to other remedies available to it, proceed to perform or cause performance with any of the obligations of each Assigning Party contained in any Assigned Software License and exercise each Assigning Party's rights thereunder, including by terminating the Assigned Software Licenses, and Agent may take other acts which Agent deems reasonably necessary to protect its security, rights and interests. Effective upon the occurrence and during a continuation of an Event of Default, the Assigning Parties hereby irrevocably

constitute and appoint Agent as its and their true and lawful attorney-in-fact in accordance with Section 11 hereto. The powers granted herein shall include, without limitation, the power to sue on the Assigned Software Licenses, in the name of the applicable Assigning Party, Agent, or Agent's nominee.

- (f) The Assignment shall constitute each Assigning Party's irrevocable direction to and full authority for any contractors to act at Agent's direction after receipt of an Exercise Notice, and to perform, on Agent's or its nominee's behalf, under the respective Assigned Software Licenses. Any such contractor or vendor shall be fully protected by Borrower in their reliance upon and compliance with any request, notice or demand made by Agent or its nominee with respect to the respective Assigned Software Licenses after receipt of an Exercise Notice, and any such party shall have no duty to inquire as to whether an Event of Default has occurred or is then existing.
- (g) Agent need not expend its own funds in the exercise of such powers or remedies, but if it does, such amounts shall be included among the Obligations and Guaranteed Obligations secured by this Agreement and the other Loan Documents. Neither Agent nor Lenders shall incur any liability on account of any action taken by them or on their behalf in good faith in the absence of gross negligence or willful misconduct pursuant to the Assignment, whether or not the same shall prove to be improper, inadequate or invalid, in whole or in part, and Borrower agrees to protect, defend, indemnify and hold Agent and Lenders harmless from and against any and all loss, cost, liability or expense (including, but not limited to, reasonable attorneys' fees and paralegals' fees) in connection with any such action or actions.
- (h) Each Assigning party severally represents and warrants that: (a) it has full right, power and authority to make the Assignment; and (b) each Assigning Party's interest in the Assigned Software Licenses is not and will not be subject to any claims, set-offs, liens or encumbrances except for the Lien in favor of Agent for itself and on behalf of Lenders; and (c) as of the date hereof, each Assigned Software License is in full force and effect and has not been amended or modified except as disclosed in writing to Agent; and (d) each Assigning Party has performed all of its obligations to be performed to date under the Assigned Software Licenses.

4. **Protection of Intellectual Property by Credit Parties.** The Grantors shall, at their sole cost, expense and risk, to the extent the Grantors deem commercially reasonable in their good faith business judgment, in connection with the operation of their business, undertake the following with respect to the Intellectual Property:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other commercially reasonable steps to maintain each registration of the Intellectual Property.

- (b) Take all actions commercially reasonable to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) Pursue the prompt, diligent processing of each application for registration, which is the subject of the security interest created herein, and not abandon or delay any such efforts.
- (d) Take any and all action that the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.
- (e) In the event that any of the IP Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Agent thereof and enter into a supplement to this Agreement, granting to Agent a Lien in the resulting commercial tort claim. Such Grantor shall, unless it shall determine in its good faith business judgment that such IP Collateral is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution or take such other actions as it shall determine to be appropriate in its good faith business judgment and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such IP Collateral.

5. **Representations and Warranties.** Each Grantor represents and warrants that:

- (a) Schedule I is a true, correct and complete list of all registered or applied for Intellectual Property owned by the Grantors as of the date hereof.
- (b) Except as set forth in Schedule I, none of the Intellectual Property identified on Schedule I is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.
- (c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable, and to the Grantors' knowledge: (i) no material claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person; and (ii) no material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of the Intellectual Property owned by any Grantor or the validity or effectiveness of any of the Intellectual Property owned by any Grantor, nor does any Grantor know of any valid basis for any such claim.
- (d) Except as could not be reasonably expected to result in a Material Adverse Change, each Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, other than any

Intellectual Property listed on Schedule I that is purported to be owned by each of the Grantors and Liens in favor of Agent.

- (e) To the knowledge of each of the Grantors, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property set forth on Schedule I in any respect that could reasonably be expected to result in a Material Adverse Change with respect to the business or the property of any Grantor.
- (f) Each Grantor has the legal right and authority to enter into this Agreement and perform its terms.
- (g) The Grantors shall give Agent written notice (with reasonable detail) on a quarterly basis in the event any of the following occur:
 - i. The Grantors' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.
 - ii. The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.
 - iii. The Grantors' entering into any new Licenses (excluding "off-the-shelf" software or similar immaterial licenses).
 - iv. The Grantors' shall give Agent written notice (with reasonable detail) following the occurrence of the Grantors' knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any material Intellectual Property or the Grantors' right to register the same or to own and maintain the same.
- (h) If any Grantor amends its name, such Grantor shall provide copies of such amendment documentation to Agent and shall re-register such Grantor's Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall request to maintain a perfected first priority security interest in such Intellectual Property, to the extent such security interest can be perfected by such filing.

6. No Violation of Loan Agreement. The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Loan Agreement and shall not be deemed to modify any such representation, warranty or covenant contained in the Loan Agreement.

7. Agreement Applies to Future Intellectual Property.

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 5 above, all of which shall be deemed to be and treated as “Intellectual Property” within the meaning of this Agreement.
- (b) Upon the reasonable request of Agent, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may request to evidence Agent’s security interest in any Intellectual Property and the goodwill of the Grantors relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Grantors hereby constitute Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, Agent’s taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

8. Grantors’ Rights To Enforce Intellectual Property. Prior to Agent’s giving of notice to the Grantors following the occurrence and during the continuance of an Event of Default the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however*:

- (a) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.
- (b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys’ fees reasonably incurred, shall be applied as provided in the Loan Agreement, as applicable.
- (c) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to the Grantors may terminate or limit the Grantors’ rights under this Section 8.

9. Agent’s Actions To Protect Intellectual Property. Upon the occurrence and continuance of any Event of Default, Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors’ place and stead and/or in Agent’s own right with respect to the rights and obligations of the Grantors under Section 4, Section 7 and Section 8 hereof.

10. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Loan Agreement or the Security Agreement, as applicable.

11. AGENT AS ATTORNEY IN FACT.

- (a) THE GRANTORS HEREBY IRREVOCABLY CONSTITUTE AND DESIGNATE AGENT AS AND FOR THE GRANTORS' ATTORNEY IN FACT DURING THE TERM OF THIS AGREEMENT, EFFECTIVE FOLLOWING THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT:
 - i. To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of the Grantors.
 - ii. To exercise any of the rights and powers referenced herein, including the enforcement of any rights under the Software Licenses and the Assignment.
- (b) THE WITHIN GRANT OF A POWER OF ATTORNEY, BEING COUPLED WITH AN INTEREST, SHALL BE IRREVOCABLE UNTIL THIS AGREEMENT IS TERMINATED BY A DULY AUTHORIZED OFFICER OF AGENT.
- (c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 3, Section 9 or Section 11, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been negligent or in actual bad faith.

12. Agent's Rights. Upon an Event of Default and during the continuance thereof, any use by Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

13. No Limitation; Loan Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of itself and the Lenders, under the Loan Agreement and the other Loan Documents. The Loan Agreement (and all rights and remedies of the Borrower, Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement on the one hand and the Loan Agreement or the Security Agreement on the other hand, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement or Security Agreement, as applicable, with respect to all other Collateral.

14. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of the Grantors and Agent hereunder shall terminate on the date upon which the Obligations and the Guaranteed Obligations are performed in full and indefeasibly paid in full in cash, the Commitments have been terminated and the Loan Agreement and other Loan Documents are terminated in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, Agent shall, at the expense of the Grantors, take such actions required by the Loan Agreement to release its security interest in the IP Collateral.

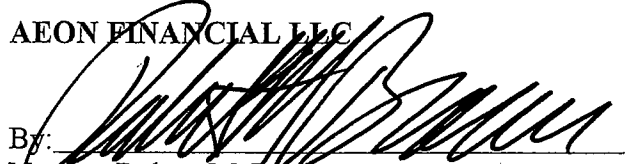
15. **Binding Effect; Benefits.** This Agreement shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of Agent, the Lenders and their respective successors and assigns.

16. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

AEON FINANCIAL LLC

By: 
Name: Robert M. Brown
Title: Manager

RECORDS DIRECT, INC.

By: 
Name: Robert M. Brown
Title: Chief Financial Officer

CAPITALSOURCE BANK, as Agent

By:  _____

Name: J. T. Cook, III

Title: Portfolio Manager

Schedule I

U.S. Trademark Applications

Grantor	Mark	Serial Number	Issue Date
Borrower	SUPPORTING LOCAL COMMUNITIES	77/471277	6/23/2009

U.S. Trademark Registrations

NONE

U.S. Copyright Registrations and Application

NONE

U.S. Patent Registrations and Application

NONE

U.S. Domain Name Registration

Grantor	Domain Name
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Software

1. LienManager™, all modules
2. LitigationManager™

Software Licenses

1. That certain Software License Agreement dated January 11, 2008 by and between Records Direct d/b/a Datasoure Management Systems and the law firm of Schwartz & Associates, LLP.
2. That certain Software License Agreement dated January 11, 2008 by and between Records Direct d/b/a Datasoure Management Systems and Borrower.