

**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
MDI ACHIEVE, INC.		01/13/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA		
Street Address:	600 DE LA GAUCHETIERE STREET WEST		
City:	MONTREAL, QUEBEC		
State/Country:	CANADA		
Postal Code:	H3B 4L2		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77445442	ESCRIBING	
Serial Number:	77403511	MDI ACHIEVE MATRIX	
CORRESPONDENCE DATA			
Fax Number:	(312)803-2209		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-407-4000		
Email:	aprovencio@loeb.com		
Correspondent Name:	Kevin M. Eisenberg - LOEB & LOEB LLP		
Address Line 1:	345 Park Avenue		
Address Line 4:	New York, NEW YORK 10154		
ATTORNEY DOCKET NUMBER:	207838-10001		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$65.00 77445442

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kevin M. Eisenberg

Signature:

/Kevin M. Eisenberg/

Date:

03/18/2010

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of January 13, 2010, is made by MDI Achieve, Inc., a Delaware corporation (the "Grantor"), in favor of National Bank of Canada (the "Lender").

### WITNESSETH:

WHEREAS, pursuant to a letter agreement dated November 26, 2007 (as amended by a letter of amendments and renewal dated January 7, 2010 and accepted by the Borrower on January 13, 2010 and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Lender, Logibec Groupe Informatique Ltée (the "Borrower") and various subsidiaries of the Borrower, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Guarantee and Collateral Agreement dated as of November 26, 2007 in favor of the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to continue making extensions of credit to the Borrower under the Credit Agreement, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in IP Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Guarantor Obligations, hereby mortgages, pledges and hypothecates to the Lender and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "IP Collateral"):

- (a) all of the Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and
- (d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its IP Collateral subject to a security interest hereunder.

Section 5. Termination. Upon indefeasible payment in full in cash of all Guarantor Obligations and irrevocable termination of the Guarantee and Collateral Agreement, this Agreement shall terminate and the Lender agrees, at the Grantor's expense, to execute and deliver to the Grantor such instruments and documents as may be reasonably requested to fully effect the release of the IP Collateral.

Section 6. Counterparts; Signatures. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature hereto.

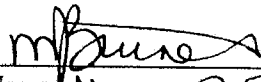
Section 7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MDI ACHIEVE, INC.

By:   
Name: Marc P. Brunet.  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

NATIONAL BANK OF CANADA

By: \_\_\_\_\_  
Name:  
Title:

NY823275

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT  
(NBC)

TRADEMARK  
REEL: 004170 FRAME: 0054

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MDI ACHIEVE, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

NATIONAL BANK OF CANADA

By:   
Name: ALEXANDRE GYGER  
Title: DIRECTOR

NY823275

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT  
(NBC)

TRADEMARK  
REEL: 004170 FRAME: 0055

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ESCRIBING	3,505,216	09/23/08
MDI ACHIEVE MATRIX	3,607,226	04/14/09