

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARCHIVE SYSTEMS, INC.		04/21/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEWSRING MEZZANINE CAPITAL, L.P.		
<b>Street Address:</b>	555 Lancaster Avenue		
<b>Internal Address:</b>	Radnor Financial Center, Suite 520		
<b>City:</b>	Radnor		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76187098	DOCULOGIC.COM	
<b>Serial Number:</b>	78640002	ARCHIVE ONLINE	
<b>Serial Number:</b>	76128368	THE LOGICAL CHOICE FOR DOCUMENT IMAGING, STORAGE AND ACCESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)281-0717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-454-5000		
<b>Email:</b>	docketingpgh@pepperlaw.com		
<b>Correspondent Name:</b>	PEPPER HAMILTON LLP		
<b>Address Line 1:</b>	500 Grant Street		
<b>Address Line 2:</b>	One BNY Mellon Center, 50th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	120041.26 NOT ON DOCKET		

OP \$90.00 76187098

**900160436**

**TRADEMARK  
 REEL: 004191 FRAME: 0887**

NAME OF SUBMITTER:	Brienne S. Terrill
Signature:	/Brienne S. Terrill Reg. No. 60941/
Date:	04/23/2010
<b>Total Attachments: 8</b> source=archivenewspringtmsecurityagreement#page1.tif source=archivenewspringtmsecurityagreement#page2.tif source=archivenewspringtmsecurityagreement#page3.tif source=archivenewspringtmsecurityagreement#page4.tif source=archivenewspringtmsecurityagreement#page5.tif source=archivenewspringtmsecurityagreement#page6.tif source=archivenewspringtmsecurityagreement#page7.tif source=archivenewspringtmsecurityagreement#page8.tif	

NOTWITHSTANDING ANY CONTRARY STATEMENT CONTAINED IN THE WITHIN INSTRUMENT, THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT ("*SUBORDINATION AGREEMENT*") DATED AS OF EVEN DATE HEREWITH AMONG SILICON VALLEY BANK, NEWSRING MEZZANINE CAPITAL, L.P. AND ARCHIVE SYSTEMS, INC., WHICH SUBORDINATION AGREEMENT, AS IT MAY BE AMENDED, RESTATED OR MODIFIED FROM TIME TO TIME, IS INCORPORATED HEREIN BY REFERENCE. THIS AGREEMENT IS SUBORDINATED TO THE SENIOR DEBT (AS DEFINED IN THE SUBORDINATION AGREEMENT) IN THE MANNER AND TO THE EXTENT SET FORTH IN THE SUBORDINATION AGREEMENT. NO PAYMENT ON ACCOUNT OF THE PRINCIPAL OR INTEREST HEREOF SHALL BECOME DUE OR BE PAID AND NO ACTIONS SHALL BE TAKEN HEREUNDER EXCEPT IN ACCORDANCE WITH THE TERMS OF SUCH SUBORDINATION AGREEMENT.

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "*Agreement*") dated April 21, 2010, is made by ARCHIVE SYSTEMS, INC., a Delaware corporation (the "*Grantor*"), in favor of NEWSRING MEZZANINE CAPITAL, L.P., a Delaware limited partnership (the "*Lender*").

WHEREAS, Grantor has entered into a Subordinated Loan Agreement with Lender dated of even date herewith (as it may be amended, restated or modified from time to time, the "*Loan Agreement*") pursuant to which Lender, subject to the terms and conditions therein, is to make a loan to Grantor; and

WHEREAS, Grantor has entered into a Security Agreement with Lender dated of even date herewith pursuant to which, among other things, Grantor agreed to grant Lender a security interest in certain Collateral (as defined in the Security Agreement); and

WHEREAS, it is a condition precedent to Lender's making the loan to Grantor under the Loan Agreement that Grantor grant a security interest to Lender in, among other property, intellectual property of Grantor and execute this Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

Section 2. Grant of Security. Grantor hereby grants to Lender a security interest in and to all of Grantor's right, title and interest to the following (the "*Collateral*"):

a. (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or

acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule I hereto, and (ii) all reissues, extensions or renewals thereof (collectively, the “*Trademarks*”);

b. (i) all letters patent of the United States or any other country or any political subdivision thereof, and all reissues and extensions thereof, and (ii) all applications for letters patent of the United States and all divisions, continuations and continuations-in-art thereof or any other country or any political subdivision, or otherwise, including, without limitation, any thereof referred to in Schedule II hereto (collectively, the “*Patents*”);

c. (i) all copyrights, registrations and applications for registration, issued or filed, including any reissues, extensions or renewals thereof, by or with the United States Copyright Office or any similar office or agency of the United States, any state thereof, or any other country or political subdivision thereof, or otherwise, including, all rights in and to the material constituting the subject matter thereof, and (ii) any rights in any material which is copyrightable or which is protected by common law, United States copyright laws or similar laws or any law of any state thereof or otherwise, including, without limitation, any thereof referred to in Schedule III hereto (collectively, the “*Copyrights*”);

d. All agreements, written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, Patent or Copyright, including, without limitation, any thereof referred to in Schedule IV hereto (collectively, the “*Licenses*”);

e. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Agreement secures the payment of all of the indebtedness, obligations and liabilities of any kind and description arising in any way of Grantor to Lender or to any affiliate of Lender, individual or collective, joint or several, direct or indirect, absolute or contingent, secured or unsecured due or to become due, contractual or tortuous, arising by operation of law or otherwise, now existing or hereafter arising under or in respect of any of the Loan Agreement, the Note, and any other Loan Document, whether incurred by Grantor as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation any future advances, whether obligatory or voluntary under, or refinancings, renewals or extensions of or substitutions for, any existing or future debt, principal, interest and fees, late fees and expenses (including, attorneys’ fees and costs), or that have been or may hereafter be contracted or incurred and any and all costs, expenses and liabilities which may be made or incurred by Lender in any way in connection with any of the Obligations (as defined in the Security Agreement described in the Loan Agreement) or any collateral security therefore.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks, the Register of Copyrights, and any other applicable government officer record this Agreement.

Section 5. Execution of Counterparts. This Agreement may be executed in any number of 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.

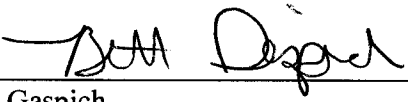
Section 6. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 7. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARCHIVE SYSTEMS, INC.

By:   
Beth Gaspich  
Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 004191 FRAME: 0892**

SCHEDULE I

Trademarks

<b>TRADEMARK DESCRIPTION</b>	<b>SERIAL NO.</b>	<b>REGISTRATION DATE</b>	<b>STATUS</b>
DOCULOGIC.COM	76-187098	9/10/2002	Registered
ARCHIVE ONLINE	78-640002	5/31/2005	Abandoned
THE LOGICAL CHOICE FOR DOCUMENT IMAGING, STORAGE AND ACCESS	76-128368	9/11/2000	Abandoned

SCHEDULE II

**Patents**

None.



SCHEDULE III

**Copyrights**

A. ISSUED COPYRIGHTS

<u>Copyright Description</u>	<u>Registration Number</u>	<u>Date of Issuance</u>
Archive Systems: files management program	TXu000768549	9/5/1996

B. UNREGISTERED COPYRIGHTS

<u>Copyright Description</u>	<u>Date of Creation</u>	<u>First Date of Distribution</u>
Aspen 360 – Virtual File Room	December/2006	April/2007
Aspen 360 – Accounts Payable	September/2003	March/2004
Aspen 360 – Customer Care	November/2004	May/2005
Aspen 360 – Brokerage	April/2006	December/2006
Aspen 360 – Sales Journal	January/2008	July/2008
Doculogic – Search and Retrieve	October/1996	December/1997
Virtual Records Center	February/2006	October/2007

SCHEDULE IV

**Licenses**

Software License Agreement by and between the Grantor and IntraPrise Solutions, Inc., dated as of May 26, 2005.

Development Agreement by and between the Grantor and IntraPrise Solutions, Inc. dated as of February 16, 2006.