

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.		08/04/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	National Bank of Canada
Street Address:	603-5650 d'Iberville
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H2G 2B3
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2859470	ACHIEVE MATRIX
Registration Number:	3505216	ESCRIBING
Registration Number:	3806221	MDI ACHIEVE
Registration Number:	3806220	MDI ACHIEVE
Registration Number:	3607226	MDI ACHIEVE MATRIX
Registration Number:	2815300	MDI TECHNOLOGIES
Registration Number:	3114743	MORE!
Registration Number:	3122417	OBRA EZ
Registration Number:	2332427	QC QUICKCARE
Registration Number:	3130399	QC3NET
Registration Number:	2332426	QUICKCARE
Registration Number:	2433149	TOUCH TIME
Registration Number:	1404701	ULTRACARE

CORRESPONDENCE DATA

900168629

**TRADEMARK
 REEL: 004254 FRAME: 0467**

OP \$340.00 2859470

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	347225-0103
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DOMESTIC REPRESENTATIVE

Name: Nicole Gage
Address Line 1: 111 Huntington Avenue
Address Line 2: Foley & Lardner LLP
Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:	Nicole Gage
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Signature:	/Nicole Gage/
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Date:	08/04/2010
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Total Attachments: 3
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Trademark Security Agreement

Whereas, MDI Achieve, Inc. (the "Grantor") owns all right, title and interest in the trademarks and trademark applications listed on the annexed Schedule A (the "Trademarks"), which trademarks are issued or applied for at the United States Patent and Trademark Office ("USPTO");

Whereas, the Grantor, has entered into a Security Agreement dated August 4, 2010 (the "Security Agreement") in favor of National Bank of Canada, in its capacity as administrative agent for certain lenders ("the Grantee");

Whereas, pursuant to the Security Agreement, the Grantor granted to the Grantee a continuing security interest in and lien upon the Trademarks including all goodwill of the Grantor or its business, products, and services appurtenant to, associated with or symbolized by the Trademarks, and all proceeds thereof, including without limitation, any and all damages arising from past present and future violations thereof (collectively the "Collateral"), to secure the payment, performance and observance of the obligations, each when due, set forth in the Security Agreement;

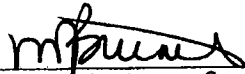
Now Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby confirm its grant to the Grantee of a continuing security interest in and lien upon the Collateral to secure the payment, performance, and observance of the obligations, each when due, set forth in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and that the security interest granted can only be terminated in accordance with the Security Agreement and is not to be construed as an assignment or license of any Trademark.

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In Witness Whereof, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of August 4, 2010

MDI ACHIEVE, INC.


Name: MARC P. BRUNET
Title: President and CEO

SCHEDULE A

**Registered Trademarks and Trademark Applications
at the
United States Patent and Trademark Office**

Trademark	Owner	Registration No.	Registration Date
1. ACHIEVE MATRIX	MDI Achieve, Inc.	2859470	2004-07-06
2. ESCRIBING	MDI Achieve, Inc.	3505216	2008-09-23
 3. MDI ACHIEVE	MDI Achieve, Inc.	3806221	2010-06-22
4. MDI ACHIEVE	MDI Achieve, Inc.	3806220	2010-06-22
5. MDI ACHIEVE MATRIX	MDI Achieve, Inc.	3607226	2009-04-14
6. MDI TECHNOLOGIES	MDI Achieve, Inc.	2815300	2004-02-17
7. MORE!	MDI Achieve, Inc.	3114743	2006-07-11
8. OBRA EZ	MDI Achieve, Inc.	3122417	2006-08-01
9. QC QUICKCARE	MDI Achieve, Inc.	2332427	2000-03-21
10. QC3NET	MDI Achieve, Inc.	3130399	2006-08-15
11. QUICKCARE	MDI Achieve, Inc.	2332426	2000-03-21
12. TOUCH TIME	MDI Achieve, Inc.	2433149	2001-03-06
13. ULTRACARE	MDI Achieve, Inc.	1404701	1986-08-12