

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Databank IMX LLC		01/03/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Merion Investment Partners II,L.P.
Street Address:	555 East Lancaster Avenue
Internal Address:	Suite 500
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3641989	DATABANK
Registration Number:	2498801	FILETRAX RETRIEVAL
Registration Number:	2445025	IMAGEMAX ES
Registration Number:	2574115	WEBTRAX
Registration Number:	2571813	WEB X WEBTRAX
Registration Number:	2572488	SCANTRAX
Registration Number:	2414922	IMAGEMAX
Registration Number:	2098975	IMAGEMAX

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 800-927-9801 x2348  
 Email: jpaterso@cscinfo.com

**900180556**

**TRADEMARK  
 REEL: 004447 FRAME: 0634**

**CH \$215.00 3641989**

Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	633341
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/05/2011

**Total Attachments: 5**

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**THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JANUARY 3, 2011 IN FAVOR OF FIFTH THIRD BANK AND EACH HOLDER HEREOF BY ITS ACCEPTANCE HEREOF SHALL BE BOUND BY THE PROVISIONS OF SUCH SUBORDINATION AGREEMENT.**

### **GRANT OF TRADEMARK SECURITY INTEREST**

This GRANT OF TRADEMARK SECURITY INTEREST is dated as of January 3, 2011 among **DATABANK IMX LLC**, a Delaware limited liability company ("**Grantor**"), and **MERION INVESTMENT PARTNERS II, L.P.**, a Delaware limited partnership ("**Lender**").

**WHEREAS**, Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to that certain Senior Subordinated Term Loan and Security Agreement dated as of January 3, 2011 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "**Loan Agreement**") by and between Lender and Grantor, Lender has made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to extend certain credit facilities to Grantor. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Loan Agreement; and

**WHEREAS**, pursuant to the Loan Agreement, Grantor has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Loan Agreement, Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all

goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[SIGNATURE PAGE FOLLOWS]**


IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first written above.

**DATABANK IMX LLC,**  
a Delaware limited liability company

By:   
Name: Charles J. Bauer  
Title: Executive Vice President

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST]

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

MARK	SERIAL	FILING DATE	REG. NO.	REG. DATE	OWNER
DATABANK	77/454,847	April 22, 2008	3,641,989	June 23, 2009	Databank IMX LLC
FILETRAX RETRIEVAL	75/703,586	May 12, 1999	2,498,801	October 16, 2001	Databank IMX LLC
IMAGEMAX ES	75/671,586	March 31, 1999	2,445,025	April 17, 2001	Databank IMX LLC
WEBTRAX	75/635,377	February 5, 1999	2,574,115	May 28, 2002	Databank IMX LLC
WEB X WEBTRAX AND DESIGN 	75/637,982	February 5, 1999	2,571,813	May 21, 2002	Databank IMX LLC
SCANTRAX	75/567,746	October 9, 1998	2,572,488	May 28, 2002	Databank IMX LLC
IMAGEMAX	75/359,347	September 18, 1997	2,414,922	December 26, 2000	Databank IMX LLC
IMAGEMAX	75/104,198	May 13, 1996	2,098,975	September 23, 1997	Databank IMX LLC