

**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
Databank IMX LLC		01/03/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank
Street Address:	222 W. Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Ohio banking corporation: OHIO

**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: (312)207-6400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-207-1000  
 Email: ipdocket-chi@reedsmith.com  
 Correspondent Name: Michael E. Bielby Jr.

OP \$215.00 3641989

**900180572**

**TRADEMARK  
 REEL: 004447 FRAME: 0703**

Address Line 1: 10 South Wacker Drive  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Michael E. Bielby Jr.
Signature:	/Michael E. Bielby Jr./
Date:	01/05/2011

**Total Attachments: 4**

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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, Databank IMX LLC**, a Delaware limited liability company (“**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 Credit Agreement dated as of January 3, 2011 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and between Fifth Third Bank, an Ohio banking corporation, with a place of business located at 222 W. Riverside Plaza, 30th Floor, Chicago, IL 60606 (“**Lender**”) and Grantor, Lender has made certain commitments, subject to the terms and conditions set forth in the Credit 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 Credit Agreement; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of January 3, 2011 (such Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Lender and the other grantors named therein, 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 Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[The remainder of this page is intentionally left blank.]**

**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 3rd day of January, 2011.

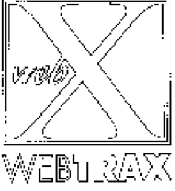
**Databank IMX LLC**

By:   
Name: Richard P. Aschmann  
Title: President

*Signature Page to Grant of Trademark Security Interest*

**TRADEMARK**  
**REEL: 004447 FRAME: 0707**

**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