# OP \$40.00 85183

### 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	
DIGITECH SYSTEMS, INC.		12/17/2008	CORPORATION: NEBRASKA	

### RECEIVING PARTY DATA

Name:	Silicon Valley Bank	
Street Address:	3003 Tasman Drive	
City:	Santa Clara	
State/Country:	CALIFORNIA	
Postal Code:	95054	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85183943	ECMNOW

## **CORRESPONDENCE DATA**

Fax Number: (404)962-6884

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-885-3943

Email: dean.shahriari@troutmansanders.com

Correspondent Name: Dean Y. Shahriari, Ph.D.

Address Line 1: Troutman Sanders LLP

Address Line 2: 600 Peachtree Street, NE - Suite 5200 Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.001188
NAME OF SUBMITTER:	Dean Y. Shahriari, Ph.D.
Signature:	/Dean Y. Shahriari 56783/
Date:	02/16/2011

900184303 REEL: 004481 FRAME: 0320

# Total Attachments: 3

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# FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 17<sup>th</sup> day of December, 2008, by and between SILICON VALLEY BANK ("Bank") and DIGITECH SYSTEMS, INC., a Nebraska corporation ("Borrower").

### RECITALS

- A. Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of September 30, 2004 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.
- B. Borrower has requested that Bank amend the IP Agreement to add additional Trademarks to Exhibit C thereof.
- C. Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

### AGREEMENT

Now, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

- 1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.
- 2. Amendments to IP Agreement. Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment.

### 3. Limitation of Amendment.

- 3.1 The amendment set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.
- 3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.
- Counterparts. This Amendment may be executed in any number of counterparts and all
  of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:

SILICON VALLEY BANK

Name:

Title:

BORROWER:

DIGITECH SYSTEMS/IN

Name:

itle: C

# EXHIBIT A TO FIRST AMENDMENT

# SCHEDULE C

## Trademarks

Description  EMCNOW (Abandoned)	Registration/ Application Number 85/025,737	Registration/ Application Date 04/28/10
ECMNOW	85/183,943	11/23/10
(Registered)	3,200,402 (78/516,347)	1/23/07 (11/12/04)
ANY DOCUMENT ANYWHERE ANYTIME (Abandoned)	78/382,801	3/11/04
ANY DOCUMENT. ANYWHERE. ANYTIME	3,819,709	7/13/10
(Registered)	(77/812,859)	(8/26/09)
PAPERVISION	77/068,177	8/30/07
IMAGESILO (Registered)	3,533,133	11/18/08
-	(77/268,684)	(8/30/07)
PAPERVISION (Abandoned)	77/068,177	12/20/06
IMAGE SILO (Abandoned)	77/036,130	11/03/06
PAPERVISION (Registered)	3,284,599	8/28/07
	(77/036,095)	(11/3/06)
DOCUSILO (Abandoned)	75/745,391	8/02/99
PAPERVISION (Cancelled Registration)	2,307,423	1/11/00
	(75/584,047) 2,313,843	(11/6/98) 1/1/00
IMAGESILO (Cancelled Registration)	(75/580,059)	(10/29/98)

**RECORDED: 02/16/2011**