

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escher Group, Ltd.		01/05/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	Mespil Road		
City:	Dublin		
State/Country:	IRELAND		
Postal Code:	4		
Entity Type:	CORPORATION: IRELAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2421322	CASHIERPRO	
Registration Number:	2734252	E	
Registration Number:	2746507	EG ESCHER GROUP	
Registration Number:	2804132	ESCHER	
Registration Number:	2734636	FIBERFINGERPRINT	
Registration Number:	2011456	RIPOSTE	
CORRESPONDENCE DATA			
Fax Number:	(212)656-1342		
Phone:	212-318-6493		
Email:	david.adams@thomsonreuters.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Robin Riley		
Address Line 1:	75 East 55th Street		
Address Line 2:	Paul Hastings LLP		

OP \$165.00 2421322

Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

David Adams

Signature:

/david adams TR/

Date:

01/09/2012

Total Attachments: 6

source=Project Escher Trademark Security Agmt fully-executed with cover page#page1.tif

source=Project Escher Trademark Security Agmt fully-executed with cover page#page2.tif

source=Project Escher Trademark Security Agmt fully-executed with cover page#page3.tif

source=Project Escher Trademark Security Agmt fully-executed with cover page#page4.tif

source=Project Escher Trademark Security Agmt fully-executed with cover page#page5.tif

source=Project Escher Trademark Security Agmt fully-executed with cover page#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 5th day of January, 2012, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** (together with its successors, the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Facilities Agreement dated as of January 5, 2012 (as may be amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Facilities Agreement") among Escher Group Holdings Public Limited Company, a company incorporated under the laws of Ireland (No. 440863), as parent (the "Borrower"), the Grantors, and Lender, Lender has agreed to make certain financial accommodations available to the Borrowers and certain of the Grantors from time to time pursuant to the terms and conditions thereof and the other Finance Documents; and

WHEREAS, Lender is willing to make the financial accommodations to the Borrowers and certain of the grantors as provided for in the Facilities Agreement and the other Finance Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Security Agreement dated as of January 5, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Facilities Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Borrowers, the Grantors, the other Obligor, or (in each case) any of them, to Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Finance Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

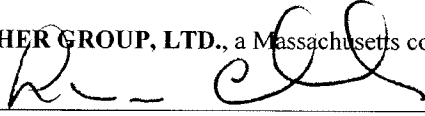
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Finance Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Finance Document refer to this Trademark Security Agreement or such other Finance Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Finance Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Finance Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Finance Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Finance Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ESCHER GROUP, LTD., a Massachusetts corporation

By: 

Name: LIAM CHURCH

Title: PRESIDENT+CEO

LENDER:



THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as Lender

By: 

Name: MARK McLENNAN

Title: As. Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Country	App. No.	App. Date	Reg. Date	Reg. No.
CASHIERPRO (word mark) (Class 9)	U.S.	75/907,295	2/1/00	1/16/01	2,421,322
 (Class 9)	U.S.	76/404,484	5/2/02	7/8/03	2,734,252
 ESCHER GROUP (Class 9)	U.S.	76/404,435	5/7/02	8/5/03	2,746,507
ESCHER (word mark) (Class 9)	U.S.	76/404,494	5/7/02	1/13/04	2,804,132
FIBERFINGERPRINT (word mark) (Class 9)	U.S.	76/452,993	9/26/02	7/8/03	2,734,636
RIPOSTE (word mark) (Class 38)	U.S.	74/644,512	3/10/95	10/29/96	2,011,456

EU AND UK TRADEMARK REGISTRATIONS

Mark	Country	App. No.	App. Date	Reg. Date	Reg. No.
RIPOSTE (word mark) (Class 9)	European Union	1164011	4/30/99	7/26/00	1164011
RIPOSTE (word mark) (Class 9)	United Kingdom	2030101	8/11/95	8/11/95	2030101