

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
Scantron Corporation		05/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3938625	MPOWERPRINT	
Registration Number:	3792458	PARSCORE	
Registration Number:	3792457	PARSYSTEM	
Registration Number:	3792459	PARTEST	
Registration Number:	3894782	SCANTRON	
Registration Number:	3996667	SERVICE COMMAND	
Registration Number:	4001603	SKILLS CONNECTION ONLINE	
Serial Number:	85142120	REPORTFOLIO SERIES	
Serial Number:	85427577	SAFETY CAPTURE	
CORRESPONDENCE DATA			
Fax Number:	2124920754		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ashevell@paulweiss.com, aashville@paulweiss.com		
Correspondent Name:	Adam Shevell		

Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 18036-011

NAME OF SUBMITTER: Adam Shevell

Signature: /A. Shevell/

Date: 05/09/2012

Total Attachments: 5

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 9, 2012 (as amended, supplemented or otherwise modified from time to time, this "Supplemental Intellectual Property Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of Credit Suisse, Cayman Islands Branch, as administrative agent and collateral agent (in such capacities and together with its successors, the "Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Harland Clarke Holdings Corp. (the "Borrower") has entered into a Credit Agreement, dated as of April 4, 2007 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto and the Agent.

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 1, 2007, in favor of the Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has executed and delivered that certain Intellectual Property Security Agreement, dated as of May 1, 2007, to the Agent for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities (as amended, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in the Collateral, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantor, to the Agent for the ratable benefit of the Secured Parties, and has agreed pursuant thereto to execute this Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security.

The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following (the "Intellectual Property Collateral") of the Grantor, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) (i) all United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade

dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including the registrations and applications listed on Schedule A attached hereto except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned, (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all patents of the United States, any other country, or union of countries or any political subdivision of any of the foregoing, and all applications in connection therewith, including all patents and patent applications in the United States Patent and Trademark Office (including those listed on Schedule B attached hereto), (ii) all reissues, extensions, divisions, continuations and continuations-in-part thereof, and the right to obtain all reissues and extensions thereof, (iii) all inventions (whether or not patentable) and all improvements thereof, (iv) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (v) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world;

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office (including those registrations and applications listed on Schedule C attached hereto), (ii) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and damages or payments for past, present or future infringements thereof, and (v) all other

rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world;
and

(d) solely to the extent that the Grantor has recorded its interest therein with the United States Copyright Office or the United States Patent and Trademark Office, exclusive Trademark Licenses, exclusive Patent Licenses and exclusive Copyright Licenses, including those agreements listed on Schedule D attached hereto, and all rights to sue or otherwise recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 2. Recordation.

The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts.

This Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law.

This Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to its conflicts of law provisions.

SECTION 5. Conflict Provision.

This Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable shall govern.

IN WITNESS WHEREOF, the undersigned has caused this First Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

SCANTRON CORPORATION

By: _____

Name: Peter A. Fera, Jr.

Title: Executive Vice President and Chief
Financial Officer

Schedule A
Trademarks¹

TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	COUNTRY
INSIGHT	830770402	Oct-14-2010			Brazil
MPOWERPRINT	77811048	Aug-24-2009	3938625	Mar-29-2011	USA
OPSCAN	1456131	Oct-21-2009	TMA789748	Feb-4-2011	Canada
PARSCORE	77787878	Jul-23-2009	3792458	May-25-2010	USA
PARSYSTEM	77787876	Jul-23-2009	3792457	May-25-2010	USA
PARTEST	77787881	Jul-23-2009	3792459	May-25-2010	USA
Reportfolio Series*	85142120	Sep-30-2010			USA
SAFETY CAPTURE*	85427577	Sep-20-2011			USA
SCANTRON	830770380	Oct-14-2010			Brazil
SCANTRON	830770399	Oct-14-2010			Brazil
SCANTRON	77775464	Jul-7-2009	3894782	Dec-21-2010	USA
SERVICE COMMAND	85159012	Oct-22-2010	3996667	Jul-19-2011	USA
SKILLS CONNECTION ONLINE	85159531	Oct-22-2010	4001603	Jul-26-2011	USA

¹ * denotes an intent-to-use trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051.