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
Clover Technologies Group, LLC		05/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
Clover Wireless, LLC		05/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
Environmental Reclamation Services, LLC		05/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
West Point Acquisition, LLC		05/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
Dataproducts USA LLC		05/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
CAU Acquisition Company, LLC		05/07/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

CH $790.00 77980877

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	77980877	IMPRESSIONS
Registration Number:	3945823	MICR PRINT SOLUTIONS
Serial Number:	77969764	CLOVER
Serial Number:	77969779	CLOVER
Registration Number:	1898466	GRC
Registration Number:	1806459	SRC

Registration Number:	3119580	NUPOST
Registration Number:	3616868	ECOPOST
Registration Number:	2372853	DEPOT AMERICA
Registration Number:	3496556	IRYS
Serial Number:	85484991	TOTAL TRADE SOLUTIONS
Serial Number:	85480164	MAXLIFE
Serial Number:	85461534	EVOLVE RECYCLING
Registration Number:	3316045	FULLCIRCLE WIRELESS
Registration Number:	4092388	DEPOT INTERNATIONAL
Registration Number:	2878780	THE WIRELESS SOURCE
Serial Number:	85603935	CLOVER WIRELESS
Serial Number:	85134728	MAX M X B BACK
Serial Number:	85132349	MAXBACK
Registration Number:	2893983	ENVIRONMENTAL RECLAMATION SERVICES, INC.
Registration Number:	2562893	FUNDING FACTORY
Registration Number:	3008841	ENVIRONMENTAL RECLAMATION SERVICES, INC.
Registration Number:	2913859	
Registration Number:	2562894	FUNDINGFACTORY
Registration Number:	3838555	AXESS
Registration Number:	2820000	WEST POINT PRODUCTS
Registration Number:	2022725	DATAPRODUCTS
Registration Number:	2754226	INK STATION
Registration Number:	2762671	INK STATION
Registration Number:	3205300	RESPONSIBLE
Registration Number:	3205302	RESPONSIBLE

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1596

	Mindy M. Lok
Signature:	/mml/
Date:	05/29/2012

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 7, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 7, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Clover Technologies Group, LLC and Clover Holdings, Inc. (collectively with each other Person who becomes a party to the Credit Agreement by execution of a joinder in the form of Exhibit 1 attached thereto, the "Borrowers"), Clover Technologies Group, LLC, as the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as administrative agent (in such capacity, the "Agent") for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien

on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (to the extent not constituting Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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.

Very truly yours,

CLOVER TECHNOLOGIES GROUP, LLC, as Grantor

By: _____
Name: Daniel P. Ruhl
Title: President

CLOVER WIRELESS, LLC, as Grantor

By: _____
Name: Daniel P. Ruhl
Title: Vice President

ENVIRONMENTAL RECLAMATION SERVICES, LLC, as Grantor

By: _____
Name: Daniel P. Ruhl
Title: Co-President

WEST POINT ACQUISITION, LLC, as Grantor

By: _____
Name: Daniel P. Ruhl
Title: President

DATAPRODUCTS USA LLC,
as Grantor

By: _____
Name: Daniel P. Ruhl
Title: President

CAU ACQUISITION COMPANY, LLC,
as Grantor

By: _____
Name: Daniel P. Ruhl
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: Jeff Bottler
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

Owner: Clover Technologies Group, LLC

TITLE	REGISTRATION NO./ APPLICATION NO.
IMPRESSIONS	77/980877
MICR PRINT SOLUTIONS	3,945,823
CLOVER	77/969764
CLOVER	77/969779
GRC	1,898,466
SRC	1,806,459
NUPOST	3,119,580
ECOPOST	3,616,868
DEPOT AMERICA	2,372,853
IRYS	3,496,556
TOTAL TRADE SOLUTIONS	85/484,991
MAXLIFE	85/480,164
EVOLVE RECYCLING	85/461,534
FULL CIRCLE	3,316,045
DEPOT INTERNATIONAL	4,092,388

Owner: Clover Wireless, LLC

TITLE	REGISTRATION NO./ APPLICATION NO.
THE WIRELESS SOURCE[1]	2,878,780
CLOVER WIRELESS	85/603,935

[1] To be assigned from Wireless Source Acquisition, LLC post-closing.

Owner: Environmental Reclamation Services, LLC

TITLE	REGISTRATION NO./ APPLICATION NO.
MAXBACK & DESIGN	85/134,728
MAXBACK	85/132,349
ENVIRONMENTAL RECLAMATION SERVICES, INC.	2,893,983
FUNDING FACTORY AND DESIGN	2,562,893
ENVIRONMENTAL RECLAMATION SERVICES, INC. AND DESIGN	3,008,841
AVAL-DOT DESIGN	2,913,859
FUNDINGFACTORY	2,562,894

Owner: West Point Acquisition, LLC

AXESS	3,838,555
WEST POINT PRODUCTS AND DESIGN	2,820,000

Owner: Dataproducts USA LLC

TITLE	REGISTRATION NO./ APPLICATION NO.
DATAPRODUCTS	2,022,725
INK STATION	2,754,226
INK STATION AND DESIGN	2,762,671

Owner: CAU Acquisition Company, LLC

TITLE	REGISTRATION NO./ APPLICATION NO.
RESPONSIBLE	3,205,300
RESPONSIBLE W/ DESIGN	3,205,302

Exclusive Licenses of U.S. Trademark Registrations and Applications

None