

11-17-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103337967  
**TRADEMARKS ONLY**

NOV 16 11:30 AM '06

FINANCE SECTION

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11.16.06

1. Name of conveying party(ies):

INFOGIX, INC.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 30, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JP Morgan Chase Bank, N.A.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 1 Bank One Plaza

City: Chicago

State: IL

Country: USA Zip: 60670

- Association Citizenship U. S.
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See Attached

B. Trademark Registration No.(s)  
See Attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See Attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: William F. McGuinn

Internal Address: Sugar, Friedberg & Felsenthal, LLP.

Street Address: 30 North LaSalle Street  
Suite 3000

City: Chicago

State: IL Zip: 60602

Phone Number: (312) 704-9400

Fax Number: (312) 372-7951

Email Address: wmcguinn@sff-law.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

40.00 DP  
325.00 DP

00000098 1423672

11/16/2006 11:30 AM

9. Signature: 

Signature

Date

Michele L. Claus

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/16/2006 11:30 AM  
01 0521 1251 1252

EXHIBIT A  
TRADEMARKS

Trademark	Country	Serial Number	Registered Date	Registered Number
ACR & DESIGN	USA	80915US008	01/06/87	1,423,672
ACR/Summary®	USA	80915US002	03/14/95	1,883,384
ACR/Detail®	USA	80915US003	03/21/95	1,884,679
ACR/Plus®	USA	80915US005	07/19/94	1,845,486
ACR/File®	USA	80915US004	04/11/95	1,888,261
Information Integrity®	USA	80915US001	11/14/95	1,934,685
Unitech Systems, Inc.®	USA	80915US00	10/19/99	2,287,336

Marks Applied For

Mark	Application Serial Number	Filing Date
CONTROLSASSURE	78/728,259	10/06/05
CONTROLSINSIGHT	78/636,918	05/25/05
INFOGIX	78/657,762	06/24/05
ACR/INSIGHT	76/616,149	10/12/04
ACR ESSENTIALS	76/616,140	10/12/04
INFOGIX	European Community: 4,552,923	06/20/05
INFOGIX	Canada: 1,265,365	06/19/05

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	<b>CORRECTIVE ASSIGNMENT</b>
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the documentation previously recorded on Reel 003445 Frame 0188. Assignor(s) hereby confirms the Security Agreement.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Infogix, Inc.		06/30/2006	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	JP Morgan Chase, N.A.
<b>Street Address:</b>	1 Bank One Plaza
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60670
<b>Entity Type:</b>	INC. ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1423672	ACR
Registration Number:	1884679	ACR/DETAIL
Registration Number:	1888261	ACR/FILE
Registration Number:	1845486	ACR/PLUS
Registration Number:	1883384	ACR/SUMMARY
Registration Number:	1934685	INFORMATION INTEGRITY
Registration Number:	2287336	UNITECH SYSTEMS, INC.
Registration Number:	3175433	CONTROLSINSIGHT
Registration Number:	3152257	INFOGIX
Registration Number:	3145202	CONTROLSASSURE
Serial Number:	76616149	ACR/INSIGHT
Serial Number:	76616140	ACR ESSENTIALS

**CORRESPONDENCE DATA**

OP \$315.00 1423672

**BANK ONE.**

## Trademark Security Agreement

Name of Debtor: Infogix, Inc.  
 Taxpayer I.D. No.: [REDACTED]  
 State Organization No.: 0930896  
 Debtor's Address: 1240 East Diehl Rd., Suite 300, Naperville, IL 60563

Dated as of June 30, 2006

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made and entered into as of the 30<sup>th</sup> day of June, 2006 by and between JP Morgan Chase Bank, N.A., successor to Bank One, NA, with its main office in Chicago, IL, and its successors and assigns, (the "Lender"), whose address is 1 Bank One Plaza, Chicago, IL 60670, and Infogix, Inc. (the "Assignor"), whose address is 1240 East Diehl Rd., Suite 300, Naperville, IL 60563.

WHEREAS, the Lender and Unitech Systems, Inc. entered into a Credit Agreement (the "Initial Agreement") dated as of June 30, 2004;

WHEREAS, Unitech Systems, Inc. changed its name to Infogix, Inc.

WHEREAS, JP Morgan Chase Bank, N.A. is the successor to Bank One, NA, with respect to the Agreement;

WHEREAS, the Initial Agreement was amended by a first amendment dated as of the date hereof (the "Credit Amendment" and, together with the Initial Agreement, the "Credit Agreement")

WHEREAS, the obligations of Unitech Systems, Inc. under the Agreement were Secured by an assignment by Unitech Systems, Inc. of all of its trademark rights.

WHEREAS, in order to induce Lender to enter into the Credit Amendment, Assignor has agreed to collaterally assign to Lender all of Assignor's rights in and to those trademarks listed in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Documents, and intending to be legally bound hereby, the parties agree as follows:

1. Grant of Security Interest. Pursuant to and in confirmation of the terms and conditions of the Credit Agreement and as additional collateral security for the performance of the obligations under the terms and provisions of the Loan Documents (the "Secured Indebtedness"), the Assignor hereby grants and conveys to the Lender and its successors and assigns, a security interest in and to all of the Assignor's right, title and interest existing in the trademarks which are registered or for which application for registration has been made with the United States Patent and Trademark Office in the name of the Assignor, as listed on Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time), and in the trademarks hereafter acquired or filed by the Assignor, including without limitation all renewals thereof, all proceeds of infringement suits to sue for past, present and future infringements and all rights corresponding thereto in the United States, together with any goodwill of the business in connection with which all such trademarks are used ("Trademarks").

2. Representations and Warranties. The Assignor represents and warrants to the Lender that

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) Each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons), except liens, charges and encumbrances in favor of Lender;

(e) The Assignor has the right to enter into this Trademark Security Agreement and perform its terms; and

(f) The Assignor will use for the duration of this Trademark Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

3. New Trademarks. If, before the Secured Indebtedness shall have been paid in full, the Assignor shall obtain rights to any new trademarks, the provisions of Section 1 hereof shall automatically apply thereto and the Assignor shall give the Lender prompt written notice thereof. In such case, Assignor shall execute and deliver to Lender an Assignment in the form of Exhibit B attached hereto, assigning to Lender Assignor's right, title and interest in such new trademarks.

4. Covenants. The Assignor covenants that until the Secured Indebtedness is fully satisfied:

(a) Further Documentation: Pledge of Instruments. At any time and from time to time, upon the written request of the Lender, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Lender may reasonably deem necessary to obtain the full benefits of this Trademark Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code with respect to the liens and security interests granted hereby. The Assignor also hereby authorizes the Lender to file any such financing or continuation statement without the signature of the Assignor to the extent permitted by applicable law. After an Event of Default (as defined in the Credit Agreement), if any amount payable under or in connection with any of the Trademarks shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to the Lender hereunder, duly endorsed in a manner satisfactory to the Lender.

(b) Maintenance of Trademarks. The Assignor will not do any act, or omit to do any act, whereby the Trademarks which are necessary for the operation of the Assignor's business or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify the Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. The Assignor shall take appropriate action at its expense to halt any infringement of the Trademarks.

(c) Indemnification. The Assignor assumes all responsibility and liability arising from the use of the Trademarks, and the Assignor hereby indemnifies and holds the Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Assignor's operation of its business and from the use of the Trademarks.

(d) Limitation of Liens on Trademarks. Except as permitted by the Credit Agreement, the Assignor will not create, permit or suffer to exist, and will defend the Trademarks against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Trademarks.

(e) Notices. The Assignor will advise the Lender promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Trademarks, (ii) of any material change in the composition of the Trademarks, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Trademarks or on the security interests created hereunder.

(f) Limitation on Further Uses of Trademarks. The Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Trademarks, without prior written consent of the Lender.

5. Remedies, Rights Upon Event of Default

(a) Pursuant to this Trademark Security Agreement and as a condition to the Lender entering into the Credit Agreement, the Assignor shall execute and deliver to the Lender a written Assignment of Trademarks (attached hereto as Exhibit B) (the "Assignment"). The Lender shall hold the Assignment in escrow until (i) such time as an Event of Default occurs and the Lender has elected to exercise its remedies hereunder and under the other Loan Documents, or (ii) until the Assignor requests delivery of the Assignment pursuant to Section 6 hereof. Upon the occurrence of any such Event of Default and the exercise by the Lender of its remedies in respect thereof, the Lender shall be entitled, without prior notice to the Assignor, to file the Assignment with the United States Patent and Trademark Office and shall have the right, at any time (but shall have no obligation) to take, in its name or in the name of the Assignor or otherwise, such actions as the Lender may, at any time or from time to time, deem necessary to sell, transfer and assign the Trademarks. If the Lender shall elect to exercise its rights hereunder and under the Assignment, the United States Patent and Trademark Office shall have the right to rely upon the Lender's written statement of the Lender's right to sell, assign and transfer the Trademarks and the Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Lender either in the Assignor's name or in the Lender's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the Assignor under the Loan Documents.

(b) If an Event of Default shall occur, all payments received by the Assignor under or in connection with any of the Trademarks shall be held by the Assignor in trust for the Lender, shall be segregated from other funds of the Assignor and shall forthwith upon receipt by the Assignor, be turned over to the Lender, in the same form as received by the Assignor (duly indorsed by the Assignor to the Lender, if required), and any and all such payments so received by the Lender (whether from the Assignor or otherwise) shall be applied in whole or in part by the Lender against all or any part of the Secured Indebtedness in such order as the Lender shall elect. Any balance of such payments held by the Lender and remaining after payment in full of all the Secured Indebtedness shall be paid over to the Assignor or to whomsoever may be lawfully entitled to receive the same.

(c) If any Event of Default shall occur, the Lender may exercise in addition to all other rights and remedies granted to it in this Trademark Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Indebtedness, all rights and remedies of a secured party under the Uniform Commercial Code. The Assignor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Trademarks are insufficient to pay all amounts to which the Lender is entitled. The Assignor shall also be liable for the reasonable fees of any attorneys employed by the Lender to collect any such deficiency and also as to any reasonable attorneys' fees incurred by the Lender with respect to the collection of any of the Secured Indebtedness and the enforcement of any of the Lender's respective rights hereunder.

6. Termination. Upon payment and satisfaction in full of the Secured Indebtedness, the Lender shall, at the Assignor's expense, release the security interest in the Trademarks granted hereunder and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including (a) cancellation of this Agreement by written notice (in substantially the form of Exhibit C attached hereto), executed on behalf of the Lender, to the United States Patent and Trademark Office and (b) delivery of the Assignment to the Assignor.

7. Notices. Notices that may or are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses designated below, or such other address as the Assignor and the Lender may designate in writing by notices similarly sent.

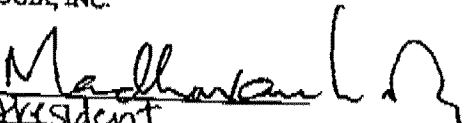
8. Governing Law and Severability. This Agreement and the Assignment shall be construed according to the laws of the State of Illinois without regard to its conflicts of laws principles and if any of its provisions are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Trademark Security Agreement or the Assignment.

9. Successors and Assigns. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

10. Terms. The Credit Agreement, Notes (as defined therein) and all related documents, instruments and agreements referred to therein are referred to herein as the "Loan Documents".

IN WITNESS WHEREOF, each of the Assignor and the Lender has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

INFOGIX, INC.

By:   
Its: President

Address for Notices:  
1240 East Diehl Rd., Suite 300  
Naperville, IL 60563

JP MORGAN CHASE BANK, N.A.,  
SUCCESSOR TO BANK ONE, NA

By:   
Its: VP

Address for Notices:  
1 Bank One Plaza  
Chicago, IL 60670

STATE OF ILLINOIS :

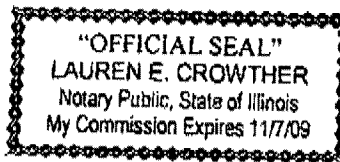
COUNTY OF COOK : ss.  
:

On the 29 day of August, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Madhavank Nayak who acknowledged himself to be the President of INFOGIX, INC., and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

*Lauren E. Crowther*  
Notary Public

My Commission Expires:

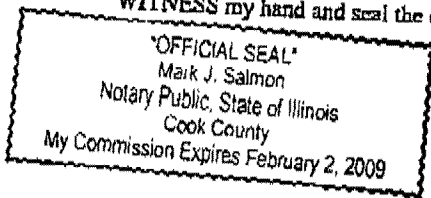




STATE OF ILLINOIS :  
COUNTY OF COOK : ss.

On the 30 day of June, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael R. Rossney who acknowledged himself to be a Vice President of JP MORGAN CHASE BANK, N.A., a national banking association, and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of JP MORGAN CHASE BANK, N.A., by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.



[Signature]  
Notary Public

My Commission Expires: