

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
Xpressdocs Holdings Inc.		05/31/2012	CORPORATION: DELAWARE
Xpressdocs Partners, Ltd.		05/31/2012	LIMITED PARTNERSHIP: TEXAS
Xpressdocs GP, LLC		05/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	14185 N. Dallas Parkway
Internal Address:	Suite 780
City:	Dallas
State/Country:	TEXAS
Postal Code:	75274
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3408744	XPRESSDOCS

CORRESPONDENCE DATA

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	224692
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NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/01/2012
<b>Total Attachments: 9</b> source=6-1-12 Xpressdocs Holdings Inc-TM#page1.tif source=6-1-12 Xpressdocs Holdings Inc-TM#page2.tif source=6-1-12 Xpressdocs Holdings Inc-TM#page3.tif source=6-1-12 Xpressdocs Holdings Inc-TM#page4.tif source=6-1-12 Xpressdocs Holdings Inc-TM#page5.tif source=6-1-12 Xpressdocs Holdings Inc-TM#page6.tif source=6-1-12 Xpressdocs Holdings Inc-TM#page7.tif source=6-1-12 Xpressdocs Holdings Inc-TM#page8.tif source=6-1-12 Xpressdocs Holdings Inc-TM#page9.tif	

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p><b>1. Name of conveying party(ies):</b>                  XPRESSDOCS HOLDINGS INC.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>DELAWARE</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>SILICON VALLEY BANK</u>                  Internal                  Address: <u>SUITE 780</u>                  Street Address: <u>14185 N. DALLAS PARKWAY</u>                  City: <u>DALLAS</u>                  State: <u>TEXAS</u>                  Country: <u>UNITED STATES</u>                      Zip: <u>75254</u></p> <p><input type="checkbox"/> Association    Citizenship _____  <input type="checkbox"/> General Partnership    Citizenship _____  <input type="checkbox"/> Limited Partnership    Citizenship _____  <input checked="" type="checkbox"/> Corporation    Citizenship <u>CALIFORNIA</u>  <input type="checkbox"/> Other _____    Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance )/Execution Date(s) :</b></p> <p>Execution Date(s) <u>MAY 31, 2012</u></p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	

<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____</p>	<p>B. Trademark Registration No.(s)                  3,408,744</p>
Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>CORPORATION SERVICE COMPANY</u>                  Internal Address: _____                  Street Address: <u>1180 AVENUE OF THE AMERICAS</u>                  City: <u>NEW YORK</u>                  State: <u>NEW YORK</u>                      Zip: <u>10036</u>                  Phone Number: <u>212-299-5600</u>                  Fax Number: <u>212-299-5656</u>                  Email Address: _____</p>	<p><b>6. Total number of applications and registrations involved:</b></p> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">1</div> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____                  Authorized User Name _____</p>
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<p><b>9. Signature:</b> _____</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">ANDREW NASH                  Name of Person Signing</p>	<p style="text-align: right;">MAY 31, 2012                  Date</p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 5px;">9</span></p>
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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

Addendum to Trademark cover page

Additional names of conveying parties:

XPRESSDOCS PARTNERS, LTD., a Texas limited partnership  
XPRESSDOCS GP, LLC, a Delaware limited liability company

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 31, 2012 by and between the Grantors listed on the signature page hereto (collectively, the "**Grantor**") and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**").

### RECITALS

A. The Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among **XPRESSDOCS HOLDINGS INC.**, a Delaware corporation ("**Holdings**"), **XPRESSDOCS PARTNERS, LTD.**, a Texas limited partnership ("**Partners**"), **XPRESSDOCS GP, LLC**, a Delaware limited liability company ("**GP**"; Holdings, Partners and GP are referred to herein individually and collectively and jointly and severally as the "**Borrower**"), the several banks and other financial institutions or entities from time to time parties thereto (each a "**Lender**" and, collectively, the "**Lenders**"), the Administrative Agent, and **COMERICA BANK**, as Co-Arranger (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by the Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and the other Grantors party thereto have entered into that certain Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Guarantee and Collateral Agreement**").

C. The Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and the Grantors shall grant to the Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower has granted to the Administrative Agent, for the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to the Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.


This security interest is granted in conjunction with the security interest granted to the Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. Each right, power and remedy of the Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Administrative Agent, of any or all other rights, powers or remedies.

[Remainder of Page Left Intentionally Blank]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:  
c/o Xpressdocs Holdings, Inc.  
1000 Forest Park Blvd.  
Fort Worth, Texas 76110  
Attn: \_\_\_\_\_


Grantors:  
XPRESSDOCS HOLDINGS, INC.

By:   
Name: Eric Chandler  
Title: CEO

XPRESSDOCS PARTNERS, LTD.  
BY: XPRESSDOCS GP, LLC, its General Partner  
BY: XPRESSDOCS HOLDINGS, INC., its Member

By:   
Name: Eric Chandler  
Title: CEO

XPRESSDOCS GP, LLC  
BY: XPRESSDOCS HOLDINGS, INC., its Member

By:   
Name: Eric Chandler  
Title: CEO

[Signature page to Intellectual Property Agreement]

Address of Administrative Agent:  
Silicon Valley Bank  
2400 Hanover Street  
Palo Alto, California 94304  
Attn: Brian Brown

Administrative Agent:  
**SILICON VALLEY BANK** as Administrative Agent  
By: Brian K. Brown  
Name: Brian K. Brown  
Title: Senior Relationship Manager

[Signature page to Intellectual Property Agreement]

TRADEMARK  
REEL: 004792 FRAME: 0818



**EXHIBIT A**

**COPYRIGHTS**

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Title</u>
N/A				

**EXHIBIT B**

**PATENTS**

<u>Grantor</u>	<u>Status</u>	<u>Title</u>	<u>Docket No.</u>	<u>US App. No.</u>	<u>Filing Date</u>	<u>US Patent No.</u>	<u>Issue Date</u>	<u>Expiry Date</u>
N/A								

**EXHIBIT C**

**TRADEMARKS**

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Xpressdocs Holdings, Inc.	United States	3408744	4/8/2008	8/2/2007	Xpressdocs Holdings, Inc.	Xpressdocs
Xpressdocs Holdings, Inc.	European Community	6954457	12/8/2008	5/30/2008	Xpressdocs Holdings, Inc.	Xpressdocs + Design (logo)
Xpressdocs Holdings, Inc.	Republic of South Africa	2008/02182	8/2/2007	1/21/2008	Xpressdocs Holdings, Inc.	Xpressdocs
Xpressdocs Holdings, Inc.	Japan	5174433	10/17/2008	1/23/2008	Xpressdocs Holdings, Inc.	Xpressdocs