

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueCrest Venture Finance Master Fund Limited		06/18/2012	Limited Company: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	BancTec, Inc.		
Street Address:	2701 E. Grauwylar Road		
Internal Address:	Attn: General Counsel		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75061		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2923256	GTESS	
Serial Number:	85541446	CLAIMPRECISE	
CORRESPONDENCE DATA			
Fax Number:	4157735759		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-773-5700		
Email:	lpartmann@orrick.com		
Correspondent Name:	Daniel C. Lopez		
Address Line 1:	405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105-2669		
ATTORNEY DOCKET NUMBER:	18664-5		
NAME OF SUBMITTER:	Daniel C. Lopez		

CH \$65.00 2923256

Signature:	/Daniel C. Lopez/
Date:	06/18/2012
Total Attachments: 7 source=[SECOND] IP Assignment Agreement (BC to BT)#page1.tif source=[SECOND] IP Assignment Agreement (BC to BT)#page2.tif source=[SECOND] IP Assignment Agreement (BC to BT)#page3.tif source=[SECOND] IP Assignment Agreement (BC to BT)#page4.tif source=[SECOND] IP Assignment Agreement (BC to BT)#page5.tif source=[SECOND] IP Assignment Agreement (BC to BT)#page6.tif source=[SECOND] IP Assignment Agreement (BC to BT)#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Agreement**”), dated as of June 18, 2012 (the “**Effective Date**”), is entered into by and between BancTec, Inc., a Delaware corporation (“**Assignee**”), and BlueCrest Venture Finance Master Fund Limited, a Cayman Islands limited company (“**Assignor**”) (each of Assignee and Assignor are a “**Party**” and collectively, “**Parties**”).

WHEREAS, Assignor is the current owner of certain IP Assets (as defined below);

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire all proprietary and contractual rights, title, and interest in and to the IP Assets for consideration set forth in that certain Asset Purchase Agreement dated May 31, 2012 between Assignee as Purchaser and Assignor as Seller (the “**Purchase Agreement**”);

WHEREAS, this Agreement is executed and delivered as a condition to the consummation of, and to effectuate the terms of, the Purchase Agreement and the transactions contemplated thereunder.

NOW THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), intending to be legally bound hereby, the Parties agree as follows:

1. **Assignment.** Subject to the terms and conditions of the Purchase Agreement, effective as of the date hereof, Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor’s right, title, and interest throughout the world in and to the assets listed on **Schedule A** attached hereto, together with and including all rights in, arising out of, or associated therewith, including without limitation all goodwill associated therewith (collectively, the “**IP Assets**”), free and clear of all liens, claims, charges, securities (other than the security interest contemplated by Section 1.3(g) of the Purchase Agreement) and encumbrances, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors or assigns as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment has not been made.

2. **Authorization and Request.** Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for proper protection for the IP Assets, and to claim the aforesaid benefits of the right of priority, or by any convention which may henceforth be substituted for it.

3. **General.**

3.1 **Entire Agreement.** This Agreement and the exhibits hereto constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior

agreements, letters of intent and undertakings, both written and oral, among the Parties with respect to the subject matter hereof.

3.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware without giving effect to the conflict of Law principles thereof.

3.3 Headings. The headings contained herein are for the convenience of reference only, and are not intended to define, limit, expand or describe the scope or intent of any clause or provision of this Agreement.

3.4 No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto (and their authorized assignees) any rights, remedies or other benefits under or by reason of this Agreement.

3.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible; and, if the Parties are unable to reach an agreement on such modification of the terms of the unenforceable provision within fourteen (14) calendar days, then such terms or provisions shall be submitted to binding arbitration for modification, in accordance with Section 9.11 of the Purchase Agreement, so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.6 Waiver. The failure of either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any Party to enforce such provision thereafter. The express waiver by a Party of any provision of this Agreement shall not constitute a waiver of the future obligation to comply with such provision.

3.7 Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile, by electronic transmission in portable document format (PDF) or similar format, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three (3) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Notices delivered by hand shall be deemed delivered when actually delivered. Notices given by nationally recognized private courier shall be deemed delivered on the date delivery is promised by the courier. Notices given by facsimile or by electronic transmission shall be deemed given on the first (1st) business day following receipt; provided, however, that a notice delivered by facsimile or electronic transmission shall only be effective if such notice is

also delivered by hand, deposited in the United States mail, postage prepaid, registered or certified mail, or given by nationally recognized private courier on or before two (2) business days after its delivery by facsimile or electronic transmission. All notices shall be addressed as follows:

If to Assignor: BlueCrest Venture Finance Master Fund Limited
P.O. Box 309
Ugland House, South Church Street
George Town, Cayman Islands
Email: Jeremy.sambrook@bluecrestcapital.com
Attn: Jeremy Sambrook

with a copy to: Ares Management LLC
2 North LaSalle Street, Suite 925
Chicago, IL 60602
Fax: (312) 443-0126
Email: mking@aresmgmt.com
Attn: Mark King

and: Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105
Fax: (415) 773-5759
Email: jcook@orrick.com
Attn: John Cook

If to Assignee: BancTec, Inc.
2701 E. Grauwlyer Rd.
Irving, Texas 75061
Fax: (972) 821-4448
Attn: General Counsel

with a copy to: K&L Gates LLP
1717 Main Street
Suite 2800
Dallas, Texas 75201
Fax: (214) 939-5849
Email: wilson.chu@klgates.com; greg.hidalgo@klgates.com
Attn: Wilson Chu, Esq.; P. Gregory Hidalgo, Esq

3.8 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Facsimile signatures or signatures received as a PDF attachment to electronic mail shall be treated as original signatures for all purposes of this Agreement. This Agreement shall become effective when, and only when, each Party hereto shall have received a counterpart


hereof signed by all of the other Party. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement:

ASSIGNOR

BLUECREST VENTURE FINANCE MASTER FUND LIMITED, a Cayman Islands limited company, acting by its duly appointed agent, BlueCrest Capital Management Guernsey LP (acting through its Geneva branch) acting by its general partner BlueCrest Capital Management Guernsey Limited

X By:  _____

Title: Jeremy Sambrook
Director

ASSIGNEE

BancTec, Inc.

By: _____

Title: SVP and President, Americas

IN WITNESS WHEREOF, the Parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement:

ASSIGNOR


BLUECREST VENTURE FINANCE MASTER FUND LIMITED, a Cayman Islands limited company, acting by its duly appointed agent, BlueCrest Capital Management Guernsey LP (acting through its Geneva branch) acting by its general partner BlueCrest Capital Management Guernsey Limited

By: _____

Title: _____

ASSIGNEE

BancTec, Inc.

By:  _____

Title: SVP and President, Americas

[SIGNATURE PAGE – INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

SCHEDULE A

IP ASSETS

GTESS Products

Advanced Claims Validation (ACV) 1.8	JobCreator 1.4
AllMatch 1.38	JShell 1.5
Balance 1.1	MailOut 1.1
Claims Loader 1.13	Manager 1.3
Claims Storage 1.3	MultiTiff 1.2
CVF Creator 1.6	Normalizer 1.4
DocControl_3.0 1.0	P_E_Merge 1.3
DocLoader 1.7	Provider Dictionary 1.1
Dup Claims 1.5	QCDataCollection 1.3
FacileDI 1.18	Receive/Send 1.77
Field Assurance 1.21	Reports 1.3
FieldTest	Reprice-Receive 1.1
Formatter/Merge 1.11	Snippets 1.1
FormOverlay 1.3	Transcribe 1.10
Fuego Claims Gateway Admin 1.1	Transform 1.14
Ironman 1.1	

Registered Trademarks

GTESS, Serial Number 78/360485, Registration No. 2923256, filed January 30, 2004, registered February 1, 2005

Trademark Application

ClaimPRECISE, Application No. 85541446, filed February 13, 2012

Unregistered Trademarks

The GTESS System
AllMatch
Assuri-T
G-Queue
DocControl

Unregistered Copyrights

Better than Humanly Possible
CleanClaim Technologies
Advanced Claim Validation (ACV)
Redaction Option

OHSUSA:750649034.4