

## 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
BancTec, Inc.		06/18/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BlueCrest Venture Finance Master Fund Limited		
Street Address:	P.O. Box 309, Ugland House, South Church Street		
Internal Address:	Attn: Jeremy Sambrook		
City:	George Town		
State/Country:	CAYMAN ISLANDS		
Entity Type:	Limited Company: CAYMAN ISLANDS		
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		
ATTORNEY DOCKET NUMBER:	18664.5		
DOMESTIC REPRESENTATIVE			
Name:	Orrick, Herrington & Sutcliffe LLP		

CH \$65.00 2923256

Address Line 1: 405 Howard Street  
Address Line 2: The Orrick Building  
Address Line 4: San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER:	Daniel C. Lopez
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Signature:	/Daniel C. Lopez/
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Date:	06/20/2012
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**Total Attachments: 4**

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**GRANT OF SECURITY INTEREST**

(TRADEMARKS)

This GRANT OF SECURITY INTEREST, dated as of June 18, 2012, is executed by BancTec, Inc., a Delaware corporation ("Grantor"), in favor of BlueCrest Venture Finance Master Fund Limited, a Cayman Islands limited company ("Grantee").

A. Grantor and Grantee are parties to that certain Asset Purchase Agreement (the "Agreement"), dated as of May 31, 2012, as amended by the First Amendment to the Asset Purchase Agreement, dated June 7, 2012, and further amended by the Second Amendment to the Asset Purchase Agreement dated June 14, 2012 (the "Agreement"), pursuant to which Grantor has purchased from Grantee the Purchased Assets (as defined and identified therein), including the trademark and trademark application described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

B. In connection with the transactions contemplated by the Asset Purchase Agreement, the Grantor and Grantee have also entered into a Security Agreement of even date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Grantee.

C. Pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Grantee's address is:

BlueCrest Venture Finance Master Fund Limited  
P.O. Box 309  
Ugland House, South Church Street  
George Town, Cayman Islands  
Email: [Jeremy.Sambrook@bluecrestcapital.com](mailto: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](mailto:mking@aresmgmt.com)  
Attn: Mark King

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**GRANTOR**

**BANCTEC, INC.**

By: 

Name: Maria Allen

Title: SVP and President, Americas

[SIGNATURE PAGE – GRANT OF SECURITY INTEREST (TRADEMARKS)]

**TRADEMARK**  
**REEL: 004805 FRAME: 0083**

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

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

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

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

OHSUSA:750908649.2

**RECORDED: 06/20/2012**

**TRADEMARK  
REEL: 004805 FRAME: 0085**