

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
Data Image, Inc.		08/03/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	85529957	ECERTIFIED
Serial Number:	85135562	E-NOTICE
Serial Number:	85418873	COLORIMAGE
Serial Number:	85418766	DATAPAY
Serial Number:	85418781	DATAPREREGISTER
Serial Number:	85418799	DATAREGISTER
Serial Number:	85418820	DATASTORE
Serial Number:	85418833	DATAVIEW
Serial Number:	85418889	STANDARDIMAGE
Serial Number:	85418913	TOTALIMAGE

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

CH \$265.00 85529957

*via US Mail.*

Phone: 312-577-8307  
Email: latiffany.brown@kattenlaw.com  
Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm  
Address Line 1: 525 West Monroe St  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	214338-59
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	08/06/2012

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 3<sup>rd</sup> day of August, 2012 by DATA IMAGE, INC., a Delaware corporation (“**Grantor**”) in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

**W I T N E S S E T H**

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (as defined in the Credit Agreement) (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of October 21, 2011 among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business associated with Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

4. Governing Law. This Trademark Security Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DATA IMAGE, INC., a Delaware corporation

By: *Robert C. [Signature]*  
Name: *Robert C. [Signature]*  
Its: *CEO*

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC**, as Agent

By:   
Name: Kevin Bolash  
Title: Senior Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

None.

**TRADEMARK APPLICATIONS**

<b>Trademark Application Name</b>	<b>Trademark Application Number</b>
eCertified	85/529957
E-NOTICE	85/135562
COLORIMAGE	85/418873
DATAPAY	85/418766
DATAPREREGISTER	85/418781
DATAREGISTER	85/418799
DATASTORE	85/418820
DATAVIEW	85/418833
STANDARDIMAGE	85/418889
TOTALIMAGE	85/418913