

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest recorded at Reel/Frame 4892/0791

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The PrivateBank and Trust Company		11/30/2012	Charter Bank: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Versatile Card Technology, Inc.
<b>Street Address:</b>	5200 Thatcher Road
<b>City:</b>	Downers Grove
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60515
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3667612	BIOCORE
Registration Number:	3628366	GEOCORE
Registration Number:	3822765	TERRAIN
Registration Number:	3461569	VCT
Registration Number:	3466585	VCT
Registration Number:	3466609	VERSATILE CARD TECHNOLOGY

**CORRESPONDENCE DATA**

Fax Number: 3128622200  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-862-6371  
 Email: renee.prescan@kirkland.com  
 Correspondent Name: Renee Prescan  
 Address Line 1: 300 North LaSalle Street  
 Address Line 2: Kirkland & Ellis LLP

CH \$165.00 3667612

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 14120-22 RMP

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 12/03/2012

**Total Attachments: 6**

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**RELEASE OF SECURITY INTERESTS IN TRADEMARKS,  
PATENTS AND COPYRIGHTS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS, PATENTS AND COPYRIGHTS** (this "Release") is made as of Nov. 30, 2012 ("Effective Date") by **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois charter bank ("Grantee"), in favor of **VERSATILE CARD TECHNOLOGY, INC.**, an Illinois corporation ("Grantor").

**WHEREAS**, pursuant to that certain Post Petition Loan and Security Agreement dated as of October 9, 2012 by and among Fulfillment Xcellence, Inc., Global Card Services, Inc., Grantor, and Grantee, (the "Credit Agreement"), Grantor granted to Grantee a security interest and lien upon certain Collateral (as defined in the Credit Agreement);

**WHEREAS**, pursuant to that certain Trademark Security Agreement dated as of October 9, 2012 made by Grantor in favor of Grantee (the "Trademark Security Agreement"), Grantor confirmed its grant to Grantee of a continuing security interest in Grantor's entire right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications set forth on Schedule A attached hereto;

**WHEREAS**, pursuant to that certain Patent Security Agreement dated as of October 9, 2012 made by Grantor in favor of Grantee (the "Patent Security Agreement"), Grantor confirmed its grant to Grantee of a continuing security interest in Grantor's entire right, title and interest in and to the patents and patent applications listed on Schedule B attached hereto, and all products and proceeds of such patents and patent applications, including without limitation, any claim by Grantor against third parties for past, present or future infringement of such patents (the "Patent Collateral");

**WHEREAS**, pursuant to that certain Copyright Security Agreement dated as of October 9, 2012 made by Grantor in favor of Grantee (the "Copyright Security Agreement"), Grantor confirmed its grant to Grantee of a continuing security interest in Grantor's entire right, title and interest in and to the copyrights and copyright applications listed on Schedule C attached hereto, and all products and proceeds of such copyrights and copyright applications, including without limitation, any claim by Grantor against third parties for past, present or future infringement of each such copyright (the "Copyright Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on November 1, 2012, at Reel/Frame 4892/0791;

**WHEREAS**, the Patent Security Agreement was recorded with the PTO on November 1, 2012, at Reel/Frame 029229/0882;

**WHEREAS**, the Copyright Security Agreement was filed with the U.S. Copyright Office on November 6, 2012; and

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, the Patent Security Agreement, and the Copyright Security Agreement, and hereby terminates, cancels and releases any and all security interests it has in, under or against the Trademark Collateral, including the trademark registrations and applications set forth on Schedule A, the Patent Collateral or the Copyright Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral, the Patent Collateral or the Copyright Collateral.

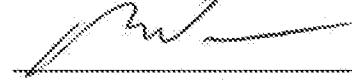
Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

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*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE PRIVATEBANK AND TRUST COMPANY



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Name: Richard Pierce

Title: Managing Director

**SCHEDULE A**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>
BIOCORE	3667612	8/11/2009	U.S.
GEACORE	3628366	5/26/2009	U.S.
TERRAIN	3822765	7/20/2010	U.S.
VCT	3461569	11/8/2007	U.S.
VCT and Design	3466585	7/15/2008	U.S.
VERSATILE CARD TECHNOLOGY	3466609	7/15/2008	U.S.

**SCHEDULE B**

**Patents and Patent Applications**

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Country</b>
Decorative plastic card	12/383250	3/20/2009	U.S.
Card with pocket	11/191529	7/28/2005	U.S.

**SCHEDULE C**

**Copyright Registrations and Applications**

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>
Green Logo	VAu000987927	2/6/2009	U.S.