

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scantron Corporation		02/20/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	390 Greenwich Street		
Internal Address:	1st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	2152382	5000I	
Registration Number:	2974457	ACHIEVEMENT SERIES	
Registration Number:	3108095	CLASS CLIMATE	
Registration Number:	3108001	COGNITION	
Registration Number:	1324429	COMPUTEST	
Registration Number:	1981813	CURRICULUM DESIGNER	
Registration Number:	1128263	DATA-REFLEX	
Registration Number:	2678429	ELISTEN	
Registration Number:	2892145	ELISTEN	
Registration Number:	2943425	EZDATA	
Registration Number:	1367582	MARK REFLEX	
Registration Number:	3938625	MPOWERPRINT	
Registration Number:	856495	OPSCAN	

Registration Number:	3792458	PARSCORE
Registration Number:	3792457	PARSYSTEM
Registration Number:	3792459	PARTEST
Registration Number:	2855002	PARTSCOMMAND
Registration Number:	2934891	PERFORMANCE SERIES
Registration Number:	3208550	PROSPER
Registration Number:	3208551	PROSPER ASSESSMENT SYSTEM
Registration Number:	4238977	SAFETY CAPTURE
Registration Number:	1801914	SCANBOOK
Registration Number:	1677440	SCAN-DR
Registration Number:	1240032	SCANPAK
Registration Number:	1483143	SCANTOOLS
Registration Number:	1625778	SCANTRON
Registration Number:	2801736	SCANTRON
Registration Number:	2861345	SCANTRON
Registration Number:	3894782	SCANTRON
Registration Number:	1936222	SELFSCORE
Registration Number:	3996667	SERVICE COMMAND
Registration Number:	2780634	SERVICECOMMAND
Registration Number:	4001603	SKILLS CONNECTION ONLINE
Registration Number:	976393	TRANS-OPTIC
Registration Number:	1482304	TRANS-OPTIC
Serial Number:	85686271	CLASS EXAM
Serial Number:	85763968	COGNITION ONDEMAND
Serial Number:	85142120	REPORTFOLIO SERIES

CORRESPONDENCE DATA

Fax Number: 9177777373

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

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: John Deming, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

525360/1462

TRADEMARK

REEL: 004994 FRAME: 0966

	John Deming
Signature:	/John Deming/
Date:	04/01/2013
<p>Total Attachments: 12</p> <p>source=Scantron TSA#page1.tif</p> <p>source=Scantron TSA#page2.tif</p> <p>source=Scantron TSA#page3.tif</p> <p>source=Scantron TSA#page4.tif</p> <p>source=Scantron TSA#page5.tif</p> <p>source=Scantron TSA#page6.tif</p> <p>source=Scantron TSA#page7.tif</p> <p>source=Scantron TSA#page8.tif</p> <p>source=Scantron TSA#page9.tif</p> <p>source=Scantron TSA#page10.tif</p> <p>source=Scantron TSA#page11.tif</p> <p>source=Scantron TSA#page12.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 20, 2013 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Scantron Corporation, a Delaware corporation with offices located at 1313 Lone Oak Road, Egan, Minnesota 55121 (the "Grantor") in favor of Citibank, N.A., a national banking association with offices located at 390 Greenwich Street, 1st Floor, New York, NY 10014, as administrative agent and collateral agent (in such capacities and together with its successors, the "Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

A. Harland Clarke Holdings Corp. (the "Borrower"), each Subsidiary of the Borrower from time to time party thereto as a co-borrower (each a "Subsidiary Co-Borrower"), CA Acquisition Holdings, Inc., as Guarantor (as defined in the Guarantee and Collateral Agreement referred to below), and each other Guarantor from time to time party thereto have entered into a Credit Agreement, dated as of February 20, 2013 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto and the Agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 20, 2013 in favor of the Agent (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantor have granted a security interest in the Collateral, including, without limitation, certain Intellectual Property of the Grantor, to the Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agree as follows:

I. GRANT OF SECURITY.

Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following (the "Intellectual Property Collateral") of such Grantor, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including the registrations and applications listed on Schedule A attached hereto except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned, (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all patents of the United States, any other country, or union of countries or any political subdivision of any of the foregoing, and all applications in connection therewith, including all patents and patent applications in the United States Patent and Trademark Office (including those listed on Schedule B attached hereto), (ii) all reissues, extensions, divisions, continuations and continuations-in-part thereof, and the right to obtain all reissues and extensions thereof, (iii) all inventions (whether or not patentable) and all improvements thereof, (iv) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (v) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world;

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office (including those registrations and applications listed on Schedule C attached hereto), (ii) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith,

and damages or payments for past, present or future infringements thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world; and

(d) solely to the extent that the Grantor has recorded its interest therein with the United States Copyright Office or the United States Patent and Trademark Office, exclusive Trademark Licenses, exclusive Patent Licenses and exclusive Copyright Licenses, including those agreements listed on Schedule D attached hereto, and all rights to sue or otherwise recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other impairment thereof, including the right to receive all proceeds and damages therefrom.

RECORDATION.

Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights or any other applicable government officer record this Intellectual Property Security Agreement.

EXECUTION IN COUNTERPARTS.

This Intellectual Property Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

GOVERNING LAW.

This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law provisions.

CONFLICT PROVISION.

This Intellectual Property Security Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement and the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral are more fully set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

SCANTRON CORPORATION

By: 

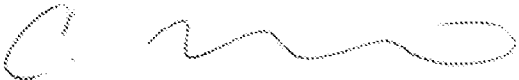
Name: Peter A. Pera, Jr.

Title: Executive Vice President and
Chief Financial Officer

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 004994 FRAME: 0971

CITIBANK, N.A.,
as Administrative Agent and Collateral
Agent

By: _____

Name: Christopher Marino

Title: Vice President

SCHEDULE A

TRADEMARKS

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
Scantron Corporation	5000I	75274708	Apr-15-1997	2152382	Apr-21-1998	Registered	US
Scantron Corporation	ACHIEVEMENT SERIES	78358722	Jan-28-2004	2974457	Jul-19-2005	Registered	US
Scantron Corporation	CLASS CLIMATE	78536545	Dec-21-2004	3108095	Jun-20-2006	Registered	US
Scantron Corporation	CLASS EXAM	85686271	Jul-25-2012			Pending	US
Scantron Corporation	COGNITION	78489994	Sep-27-2004	3108001	Jun-20-2006	Registered	US
Scantron Corporation	COGNITION ONDEMAND	85763968	Oct-25- 2012			Pending	US
Scantron Corporation	COMPUTEST	73449092	Oct-21-1983	1324429	Mar-12-1985	Registered	US
Scantron Corporation	CURRICULUM DESIGNER	74680097	May-25-1995	1981813	Jun-18-1996	Registered	US
Scantron Corporation	DATA-REFLEX	73167353	Apr-21-1978	1128263	Dec-25-1979	To Lapse	US

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
Scantron Corporation	ELISTEN	75562690	Sep-28-1998	2678429	Jan-21-2003	Registered	US
Scantron Corporation	ELISTEN	75723610	Jun-7-1999	2892145	Oct-12-2004	Registered	US
Scantron Corporation	EZDATA	76557512	Oct-20-2003	2943425	Apr-26-2005	Registered	US
Scantron Corporation	MARK REFLEX	73534662	Apr-29-1985	1367582	Oct-29-1985	Registered	US
Scantron Corporation	MPOWERPRINT	77811048	Aug-24-2009	3938625	Mar-29-2011	Registered	US
Scantron Corporation	OPSCAN	72293439	Mar-18-1968	856495	Sep-10-1968	Registered	US
Scantron Corporation	PARSCORE	77787878	Jul-23-2009	3792458	May-25-2010	Registered	US
Scantron Corporation	PARSYSTEM	77787876	Jul-23-2009	3792457	May-25-2010	Registered	US
Scantron Corporation	PARTEST	77787881	Jul-23-2009	3792459	May-25-2010	Registered	US
Scantron Corporation	PARTSCOMMAND	78129972	May-20-2002	2855002	Jun-15-2004	Registered	US
Scantron Corporation	PERFORMANCE SERIES	78359276	Jan-29-2004	2934891	Mar-22-2005	Registered	US

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
Scantron Corporation	PROSPER	78858658	Apr-11-2006	3208550	Feb-13-2007	Registered	US
Scantron Corporation	PROSPER ASSESSMENT SYSTEM	78858670	Apr-11-2006	3208551	Feb-13-2007	Registered	US
Scantron Corporation	Reportfolio Series	85142120	Sep-30-2010			Pending	US
Scantron Corporation	SAFETY CAPTURE	85427577	Sep-20-2011	4238977	Nov-6-2012	Registered	US
Scantron Corporation	SCANBOOK	74245850	Feb-11-1992	1801914	Nov-2-1993	Registered	US
Scantron Corporation	SCAN-DR	74135812	Feb-4-1991	1677440	Mar-3-1992	Registered	US
Scantron Corporation	SCANPAK	73339635	Dec-2-1981	1240032	May-31-1983	Registered	US
Scantron Corporation	SCANTOOLS	73632767	Nov-28-1986	1483143	Apr-5-1988	Registered	US
Scantron Corporation	SCANTRON	74030850	Feb-20-1990	1625778	Dec-4-1990	Registered	US
Scantron Corporation	SCANTRON	76271869	Jun-15-2001	2801736	Jan-6-2004	Registered	US
Scantron Corporation	SCANTRON	78150124	Aug-2-2002	2861345	Jul-6-2004	Registered	US

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
Scantron Corporation	SCANTRON	77775464	Jul-7-2009	3894782	Dec-21-2010	Registered	US
Scantron Corporation	SELFSCORE	74541486	Jun-23-1994	1936222	Nov-14-1995	Registered	US
Scantron Corporation	SERVICE COMMAND	85159012	Oct-22-2010	3996667	Jul-19-2011	Registered	US
Scantron Corporation	SERVICECOMMAND	78080604	Aug-22-2001	2780634	Nov-4-2003	Registered	US
Scantron Corporation	SKILLS CONNECTION ONLINE	85159531	Oct-22-2010	4001603	Jul-26-2011	Registered	US
Scantron Corporation	TRANS-OPTIC	72416623	Feb-25-1972	976393	Jan-8-1974	Registered	US
Scantron Corporation	TRANS-OPTIC	73645766	Feb-20-1987	1482304	Mar-29-1988	Registered	US

SCHEDULE B

PATENTS

Debtor/Grantor	Patent Title	Application No.	Application Date	Registration No.	Issue Date of Patent	Patent Status
Scantron Corporation	Data Collection and Transfer Techniques for Scannable Forms	13/015,755	01/28/11			Pending
Scantron Corporation	Methods and Systems for Collecting Responses	12/108,325	04/23/08	8,358,964	01/22/13	Issued
Scantron Corporation	Optical Scanning Device Having a Calibrated Pixel Output and Method for Calibrating Such a Device	09/596,274	06/16/00	6,552,829	04/22/03	Issued
Scantron Corporation	Optical Scanning Device Having a Calibrated Pixel Output and Method for Calibrating Such a Device	09/595,991	06/16/00	6,459,509	10/01/02	Issued
Scantron Corporation	Method for Interpreting a Plurality of Response Marks on a Scannable Surface	08/393,692	02/24/95	5,711,673	01/27/98	Issued
Scantron Corporation	Adjustable Read Level Threshold for Optical Mark Scanning	9/17/1993	09/17/93	5,420,407	05/30/95	Issued
Scantron Corporation	Scannable Form	29/205,709	05/18/04	D519,156	04/18/06	Issued
Scantron Corporation	Scannable Form and System	10/820,454	04/07/04	7,298,901	11/20/07	Issued

SCHEDULE C

COPYRIGHTS

Debtor/Grantor	Copyright Title	Copyright Number	Date of Registration	Jurisdiction
Scantron Corporation	Scantron 882-E	TX0006148283	06/21/04	US
Scantron Corporation	The Scantron Service Group Windows 2000 professional training guide.	TXu001153908	10/10/03	US
Scantron Corporation	The Scantron Service Group Windows 2000 server training guide	TXu001153907	10/10/03	US
Scantron Corporation	The Scantron Service Group Windows XP professional training guide	TXu001153909	10/10/03	US
Scantron Corporation	Classroom Answer Sheet #32515	TX0001810809	01/08/86	US
Scantron Corporation	General Purpose Answer Sheet #16412 CompuTest - 100 questions	TX0001847492	05/20/86	US
Scantron Corporation	General Purpose Answer Sheet #16416 CompuTest - 60 questions	TX0001847493	05/20/86	US
Scantron Corporation	General Purpose Answer Sheet #16424 - 80 questions	TX0001847490	05/20/86	US
Scantron Corporation	General Purpose Answer Sheet #16432 - 100 questions	TX0001847491	05/20/86	US
Scantron Corporation	General Purpose Answer Sheet #16482 - 120 questions	TX0001847488	05/20/86	US
Scantron Corporation	General Purpose Answer Sheet #16485 - 240 questions	TX0001847489	05/20/86	US
Scantron Corporation	General Purpose Answer Sheet #16504 - 200 questions	TX0001847487	05/20/86	US
Scantron Corporation	General Purpose Answer Sheet Form #4521	TX0000347364	10/18/79	US
Scantron Corporation	General Purpose Answer Sheet: T4887 - 120 questions	TX0001847497	05/20/86	US
Scantron Corporation	Minnesota Datronics Answer Sheet Form #160-RST-4	TX0000534944	08/20/79	US
Scantron Corporation	Minnesota Datronics Answer Sheet Form #190-RST-3	TX0000534946	08/20/79	US
Scantron Corporation	Minnesota Datronics Answer Sheet Form #80-RST-2	TX0000534945	08/20/79	US
Scantron Corporation	Minnesota Datronics Answer Sheet Form #90-RST-1	TX0000534943	08/20/79	US
Scantron Corporation	Visual Products Division/3M Form #50-SB2	TX0001006050	11/26/80	US

SCHEDULE D

TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT LICENSES

None.