

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
SC Holdings 001 LLC		11/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Farragut Mezzanine Partners III, LP		
Street Address:	5425 Wisconsin Avenue		
Internal Address:	Suite 401		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	76211338	E-DOCSECURE	
Serial Number:	75544709	FORMSPARTNER	
Serial Number:	77674517	INNOVATE. INSPIRE. ACHIEVE.	
Serial Number:	76553027	INNOVATIVE THINKING. POWERFUL SOLUTIONS.	
Serial Number:	77708947	PILOTPOINT	
Serial Number:	77708924	SERVPOINT	
Serial Number:	77643100	SOURCE TECHNOLOGIES	
Serial Number:	74682843	ST SOURCE TECHNOLOGIES	
Serial Number:	85131923	RESERVPOINT	
Serial Number:	74441597	SOURCE TECHNOLOGIES	
Serial Number:	77576603	SOURCE TECHNOLOGIES	
CORRESPONDENCE DATA			

CH \$290.00 76211338

Fax Number:

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

Email: loni.sherwin@arentfox.com, tmfiling@arentfox.com

Correspondent Name: Loni J. Sherwin

Address Line 1: 1717 K St. NW

Address Line 2: Arent Fox LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	035095.00008
NAME OF SUBMITTER:	Loni J. Sherwin
Signature:	/Loni J. Sherwin/
Date:	11/15/2013

Total Attachments: 12

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THIS AGREEMENT, THE PAYMENT OF ALL SUMS OWED HEREUNDER OR SECURED HEREBY, AND THE LIENS SECURING SUCH SUMS, ARE SUBORDINATE AND ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE SENIOR SUBORDINATION AGREEMENT DATED AS OF NOVEMBER 14, 2013 BY AND AMONG CONGRESSIONAL BANK, FARRAGUT MEZZANINE PARTNERS III, LP, SC HOLDINGS 001 LLC AND SC INTERMEDIATE HOLDINGS 001 LLC. COPIES OF SUCH AGREEMENT ARE AVAILABLE FOR INSPECTION AT THE OFFICES OF FARRAGUT MEZZANINE PARTNERS III, LP.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of November 14, 2013, by SC HOLDINGS 001 LLC, a Delaware limited liability company (the “Debtor”), in favor of FARRAGUT MEZZANINE PARTNERS III, LP, a Delaware limited partnership (together with its successors and assigns, the “Secured Party”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Note Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Subordinated Note Purchase Agreement, dated as of the date hereof, by and among the Debtor, SC Intermediate Holdings 001 LLC, a Delaware limited liability company, and the Secured Party (as amended, supplemented or otherwise modified from time to time, the “Note Agreement”), the Secured Party has agreed, subject to the terms and conditions set forth therein, to make certain loans to Debtors; and

WHEREAS, it is a condition precedent to the obligation of the Secured Party to execute and perform under the Note Agreement that the Debtors shall have executed and delivered this IP Security Agreement to Secured Party;

NOW, THEREFORE, in consideration of the willingness of Secured Party to enter into the Note Agreement and to agree, subject to the terms and conditions set forth therein, to make the loans to Debtors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Note Agreement, the Debtor hereby grants to the Secured Party a continuing security interest in all of the right, title and interest of the Debtor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Excluded Property (as defined in the Company Security Agreement) or any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such intellectual property (the “IP Collateral”):

(a) Debtor’s U.S copyrights, including copyright registrations and applications, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) Debtor's U.S. patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) Debtor's trademark and service marks in the United States including, without limitation, the trademark and service mark registrations and applications set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and

(g) Any and all amendments, renewals, extensions, reissues, continuations, continuations in-part and foreign counterparts of any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (g), the security interest created hereby shall not extend to any Excluded Property (as defined in the Company Security Agreement).

2. Requested Recordation. The Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks file and record this IP Security Agreement in order to publicly reflect the interests of Secured Party in the IP Collateral.

3. License. Upon the occurrence and during the continuance of an Event of Default, the Debtor hereby grants to the Secured Party a nonexclusive, worldwide license to use and practice any of the IP Collateral, provided, that this license (a) shall be subject to those licenses granted by the Debtor in effect on the date hereof and those granted by the Debtor hereafter (but not those granted upon the occurrence of or during the continuation of any Event of Default unless the Secured Party has consented thereto in writing), as permitted under the Note Agreement, and (b) shall apply to the use of the Trademarks in connection with goods and services of similar type and similar or superior quality to those sold by the Debtor under such Trademarks or as may otherwise be permitted under any license related to such Trademarks.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, the Debtor shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and the Debtor shall give notice thereof in writing to the Secured Party within thirty (30) days of the end of the applicable calendar quarter during

the term of this IP Security agreement during which such IP Collateral was initiated or obtained and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party's interest therein.

5. Power of Attorney. The Debtor hereby irrevocably grants to the Secured Party a power of attorney, to act as the Debtor's attorney-in-fact, with full authority in the name, place and stead of the Debtor, from time to time in the Secured Party's discretion, to take any action and to execute any instrument that the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Secured Party without first obtaining the Debtor's approval thereof or signature thereto), but after providing notice to the Debtor, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Debtor after the execution hereof which does not constitute Excluded Property (as defined in the Company Security Agreement) or to delete any reference to any IP Collateral in which the Debtor no longer has or claims any right, title or interest;

(b) To take any action reasonably necessary or advisable to perfect, maintain, or continue the Secured Party's interest in the IP Collateral, including, without limitation, executing and filing any financing statement, any continuation statement or any amendment thereto.

(c) Upon the occurrence and during the continuation of an Event of Default, to execute, file and pursue (in the sole discretion of the Secured Party without first obtaining the Debtor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Debtor's rights in the IP Collateral, including, without limitation, executing and filing any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless in connection with the exercise of the Purchaser's remedies pursuant to subsection 6.4 of the Note Agreement, the Purchasers will not take any actions which result in an assignment or transfer of title of such IP Collateral to the Secured Party. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, the Secured Party shall not undertake prosecution of any pending patent application listed in Schedule B or any pending trademark application listed in Schedule C before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B or any pending trademark application listed in Schedule C shall remain with the Debtors' attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of the Secured Party in any part of the IP Collateral without the signature of the Debtor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as the Secured Party deems necessary to perfect, maintain and continue the interest of the Secured Party in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Note Agreement has been terminated (except for any obligations designated under the Note Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Debtor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (other than with respect to indemnity and cost reimbursement obligations for which claims are not yet made) and (b) the termination of the Note Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Secured Party (at the Debtor's request and sole expense) will promptly execute and deliver to the Debtor (with such customary representations and warranties from a secured the Secured Party releasing its lien as the Debtor may reasonably request) such documents as the Debtor may reasonably request and as are provided to the Secured Party to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Debtor and the Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Note Agreement and the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Note Agreement or the other Transaction Documents, the provisions of the Note Agreement or the other Transaction Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING

IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY
SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN
ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

8. SUBORDINATION AGREEMENT CONTROLS. This Agreement and the Lien in the IP Collateral pledged and granted hereunder are subordinated in the manner and to the extent set forth in the Subordination Agreement, as more particularly described therein. Prior to the Payment in Full of the Senior Debt (other than with respect to indemnity and cost reimbursement obligations for which claims are not yet made) (in each case, as defined in the Subordination Agreement):

(a) The Debtor shall not be obligated (and the Secured Party shall not be entitled) to take, or fail to take, any action to the extent that such action, or failure to take such action, would be prohibited by, or would in any way conflict with, the Subordination Agreement.


(b) In the event of a direct conflict between the terms and provisions of this IP Security Agreement and the terms and provisions of that certain Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, the "First Lien IP Security Agreement") dated of even date herewith, by and between the Debtor and the Senior Secured Party, it is the intention of the Debtor and the Secured Party that such provisions shall be read together and construed, to the fullest extent possible, to be in concert with each other; provided, however, in the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the First Lien IP Security Agreement shall control and, in such case, the Debtor shall not be in breach of its obligations under this IP Security Agreement as a result of complying with the terms and provisions of the First Lien IP Security Agreement; provided that, notwithstanding the foregoing, nothing contained in this Section 7 shall limit or otherwise adversely affect the grant of a Lien in the IP Collateral under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

DEBTORS:

SC HOLDINGS 001 LLC

By: 
Name: Brian Wall
Title: President

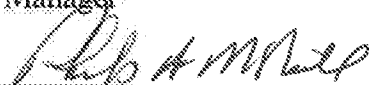
[Signature Page to Intellectual Property Security Agreement]

SECURED PARTY:

FARRAGUT MEZZANINE PARTNERS III, LP

By: Farragut Capital Partners, LLC,
its General Partner

By: Farragut Capital Partners, Inc.,
its Manager

By: 
Philip A. McNeill
President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Country	Owner	Patent	Registration Number	Registration Date
US	Company	Self-service Kiosks	VA802707	11/14/96

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents

Country	Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
US	Company	ACICULAR PARTICLE INK FORMULATION FOR AN INKJET PRINTER SYSTEM	09/647,759	10/04/00	6,499,839	12/31/02

Pending Patent Applications


Country	Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
US	Company	SYSTEMS, APPARATUSES, AND METHODS FOR CONFIGURING A PRINTER	13/218,008	08/25/11		

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Country	Owner	Mark	App. No.	Filing Date	Reg. No.	Reg. Date
US	Company	E-DOCSECURE	76/211,338	02/15/01	2,592,854	07/09/02
US	Company	FORMSPARTNER	75/544,709	08/31/98	2,360,783	06/20/00
US	Company	INNOVATE. INSPIRE. ACHIEVE.	77/674,517	02/20/09	3,788,388	05/11/10
US	Company	INNOVATIVE THINKING. POWERFUL SOLUTIONS	76/553,027	10/21/03	3,010,013	11/01/05
US	Company	PILOTPOINT	77/708,947	04/07/09	3,887,173	12/07/10
US	Company	SERVPOINT	77/708,924	04/07/09	3,887,171	12/07/10

Country	Owner	Mark	App. No.	Filing Date	Reg. No.	Reg. Date
US	Company		77/643,100	01/05/09	3,796,826	06/01/10
US	Company	ST SOURCE TECHNOLOGIES	74/682,843	06/01/95	1,972,922	05/07/96
US	Company	RESERVPOINT	85/131,923	09/17/10	4,161,800	06/19/12
US	Company	SOURCE TECHNOLOGIES	74/441,597	09/29/93	1,963,656	03/26/96
US	Company	SOURCE TECHNOLOGIES	77/576,603	09/23/08	3,788,147	05/11/10

Pending Trademark Applications

None.

SCHEDULE D

DOMAIN NAMES

Domain Name	Account No.	Expiration
sourcetek.com	24931241	March 01, 2016
sourcetechnologies.com	24931241	April 23, 2018
sourcetechnologies.info	24931241	April 1, 2016
sourcetechnologies.us	24931241	April 1, 2016
st-checkfraud.com	24931241	July 27, 2015
st-kiosk.com	24931241	February 09, 2015

Schedule D to IP Security Agreement

A/75830997.2

4815-3556-3286.

RECORDED: 11/15/2013

**TRADEMARK
REEL: 005154 FRAME: 0805**