

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
DataCard Corporation		12/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Collateral Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3417344	CARDWIZARD
Registration Number:	2920624	SUPERC.W.T.
Registration Number:	2900934	CARDWRITER
Registration Number:	2654668	ARTISTA
Registration Number:	1889616	THE ATTACHER
Registration Number:	3033372	
Registration Number:	1655006	DATACARD
Registration Number:	1734370	DATACARD
Registration Number:	1736986	DATACARD
Registration Number:	1739444	DATACARD
Registration Number:	2356310	DURAGARD
Registration Number:	2345333	ID WORKS
Registration Number:	3146122	MAXSYS
Registration Number:	3136436	OPTIGRAM

CH \$640.00 3417344

Registration Number:	2608943	RAPID DEPOT
Registration Number:	4429086	SECURA
Registration Number:	4429087	SECURA
Registration Number:	3076996	SYNTERA
Registration Number:	1590651	ULTRAGRAFIX
Registration Number:	2389821	VIANET
Serial Number:	85456055	DATACARD
Serial Number:	85455852	DATACARD
Registration Number:	2573921	SUPERCAT
Registration Number:	2875218	AFFINA
Registration Number:	2652371	ARTISTA

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	963200-15
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/17/2014

Total Attachments: 28
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SECURITY AGREEMENT RE: INTELLECTUAL PROPERTY

This Security Agreement Re: Intellectual Property (as amended, modified, supplemented or restated from time to time, the "Agreement") dated as of December 31, 2013, by and among DataCard Corporation, a Delaware corporation (the "Borrower") and the other parties executing this Agreement under the heading "Debtors" (the Borrower and such other parties, along with any parties who execute and deliver to the Collateral Agent an agreement substantially in the form attached hereto as Schedule D, being hereinafter referred to collectively as the "Debtors" and individually as a "Debtor") each with its mailing address as set forth in Section 17(b) below, and BMO Harris Bank N.A. ("BMO Harris"), with its mailing address as set forth in Section 17(b) below, acting as collateral agent hereunder for the Secured Creditors hereinafter identified and defined (BMO Harris acting as such collateral agent and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the "Collateral Agent");

PRELIMINARY STATEMENTS

A. The Borrower, the other Debtors, the Lenders (as defined below) and BMO Harris, individually, as administrative agent ("Administrative Agent") and as Lender, have entered into a Credit Agreement dated as of December 31, 2013 (such Credit Agreement, as the same may be amended or modified from time to time, including amendments and restatements thereof in its entirety, to the extent permitted under the Intercreditor and Collateral Agency Agreement (as defined below) being hereinafter referred to as the "Credit Agreement"), pursuant to which BMO Harris and other banks and financial institutions and letter of credit issuers from time to time party to the Credit Agreement (BMO Harris, in its individual capacity, and such other banks and financial institutions being hereinafter referred to collectively as the "Lenders" and individually as a "Lender" and such letter of credit issuers being hereinafter referred to collectively as the "L/C Issuers" and individually as a "L/C Issuer") have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower.

B. In addition, one or more of the Debtors may from time to time be liable to the Lenders and/or their Affiliates with respect to Hedging Liability and/or Bank Product Obligations (as such terms are defined in the Credit Agreement).

C. In addition, the Borrower and AQTON SE, as the initial "Lender" under the Loan Agreement (as amended, restated, supplemented or otherwise modified from time to time the "Pari Passu Loan Agreement"), dated as of December 31, 2013, among the Borrower, AQTON SE, and the permitted assignees party thereto (together with any successors and permitted assigns, collectively, the "Pari Passu Lenders") have entered into the Pari Passu Loan Agreement, pursuant to which the Pari Passu Lenders issued term loans to the Borrower in the aggregate principal amount of up to \$99,000,000 (the Administrative Agent, the L/C Issuers, the Lenders, together with Affiliates of the Lenders with respect to Hedging Liability and Bank Product Obligations referred to above, and the Pari Passu Lenders, being hereinafter referred to collectively as the "Secured Creditors" and individually as a "Secured Creditor").

D. As a condition to extending credit or otherwise making financial accommodations available to or for the account of the Borrower under the Credit Agreement and/or the Pari Passu Loan Agreement, as applicable, the Secured Creditors require, among other things, that each Debtor grant to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in the intellectual property of such Debtor described herein subject to the terms and conditions hereof.

E. The Borrower owns, directly or indirectly, equity interests in each other Debtor and the Borrower provides each of the other Debtors with financial, management, administrative, and technical support which enables such Debtors to conduct their businesses in an orderly and efficient manner in the ordinary course.

F. Each Debtor will benefit, directly or indirectly, from credit and other financial accommodations extended by the Secured Creditors to the Borrower.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest in the Collateral; Obligations Secured. (a) As collateral security for the Senior Indebtedness defined below, each Debtor hereby grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in, and acknowledges and agrees that the Collateral Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in all right, title and interest of each Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

(i) *Patents.* Patents, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Patents*" means and includes (i) all letters patent of the United States of America or any other country or any political subdivision thereof, all registrations and recordings thereof, and all applications for letters patent of the United States of America or any other country or any political subdivision thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (the "*USPTO*") or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (ii) all reissues, continuations, continuations-in-part, divisions, or extensions thereof), including, without limitation, each Patent listed on Schedule A hereto;

(ii) *Patent Licenses.* Patent Licenses, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Patent Licenses*" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including, without limitation, and all royalties and other sums due or to become due to such Debtor under or in respect of such Debtor's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

(iii) *Trademarks.* Trademarks, whether now owned or hereafter adopted or acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Trademarks*" means and includes (i) all trademarks, trade names, trade styles, trade dress, domain names, service marks and logos, whether or not registered, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the USPTO or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (ii) all extensions or renewals thereof), including, without limitation, each Trademark listed on Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by each Trademark;

(iv) *Trademark Licenses.* Trademark Licenses, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Trademark Licenses*" means and includes any written agreement granting to any person any right to use or exploit any Trademark of another person), including, without limitation, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due to such Debtor under or in respect of such Debtor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

(v) *Copyrights.* Copyrights, whether now owned or hereafter adopted or acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Copyrights*" means and includes (i) all copyrights, whether or not published or registered, and all works of authorship and the rights therein, including, without limitation, copyrights for computer programs and data bases, copyrightable materials, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office (the "*USCO*") or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof, and (ii) all renewals, derivative works, enhancements, modifications, new releases and other revisions thereof, and (iii) all rights corresponding thereto throughout the world), including, without limitation, each Copyright listed on Schedule C hereto;

(vi) *Copyright Licenses.* Copyright Licenses, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Copyright Licenses*" means and includes any written agreement granting to any person the right to use or exploit any Copyright of another person, including, without limitation, all royalties and other sums due or to become due to such Debtor under or in respect of such Debtor's Copyright Licenses, together with the right to sue for and collect all such royalties and other sums;

(vii) *Know-How and Trade Secret Collateral.* All know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, material standards, processing standards, and trade secrets, and performance standards, to the extent that the foregoing are proprietary to and pertain to manufacturing, production or processing operations of such Debtor, and

all licenses or other similar agreements granted to or by such Debtor with respect to any of the foregoing;

(viii) *General Intangibles and Tangible Embodiments.* General intangibles relating to any of the above-described property and tangible embodiments or fixations thereof, including all customer lists and other records relating to the distribution of products or rendition of services, all whether now existing or hereafter arising in which such Debtor now has or hereafter acquires any rights; and

(ix) *Proceeds and Products.* All proceeds and products of the foregoing, whether now existing or hereafter arising, including, without limitation, (i) any claim of such Debtor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (ii) any claim by such Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any Trademark License, (iii) any claim of such Debtor against third parties for damages by reason of past, present or future infringements of any Copyright or of any Copyright licensed under any Copyright License, and (iv) any claim by such Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (i), (ii), (iii) and (iv);

all of the foregoing being herein sometimes referred to as the "*Collateral*"; provided that the security interest created by this Agreement shall not extend to, and the definition of Collateral shall specifically exclude (i) any license agreement under which such Debtor is licensee which, by its terms, prohibits the security interest contemplated by this Agreement, (ii) Intent-To-Use Applications, and (iii) other property to the extent the Collateral Agent determines in its reasonable judgment the cost of obtaining or perfecting a security interest in such property is excessive to the value afforded thereby.

(b) This Agreement is made and given to secure, and shall secure, the prompt payment and performance of all "Senior Indebtedness", as such term is defined in the Intercreditor and Collateral Agency Agreement (as hereinafter defined). Notwithstanding anything in this Agreement to the contrary, the right of recovery against any Debtor under this Agreement (other than the Borrower to which this limitation shall not apply) shall not exceed \$1.00 less than the lowest amount that would render such Debtor's obligations under this Agreement void or voidable under applicable law, including fraudulent conveyance law.

Section 2. Terms Defined in Credit Agreement and Pari Passu Loan Agreement. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement or the Pari Passu Loan Agreement, as applicable. The term "Debtor" and "Debtors" as used herein shall mean and include the Debtors collectively and also

each individually, with all grants, representations, warranties, and covenants of and by the Debtors, or any of them, herein contained to constitute joint and several grants, representations, warranties, and covenants of and by the Debtors; *provided, however*, that unless the context in which the same is used shall otherwise require, any grant, representation, warranty or covenant contained herein related to the Collateral shall be made by each Debtor only with respect to the Collateral owned by it or represented by such Debtor as owned by it.

Section 3. Reserved.

Section 4. Reserved.

Section 5. Representations and Warranties of the Debtors. Each Debtor hereby represents and warrants to the Secured Creditors as follows:

(a) The Collateral and every part thereof is and shall be free and clear of all security interests, liens (including, without limitation, mechanics', laborers' and statutory liens), attachments, levies, and encumbrances of every kind, nature, and description and whether voluntary or involuntary, except for the lien and security interest of the Collateral Agent therein and other Liens permitted by Section 8.8 of the Credit Agreement (herein, the "*Permitted Liens*"). Such Debtor further represents and warrants to the Collateral Agent that Schedules A, B, and C hereto, respectively, are true and correct lists of all issued Patents and Patent applications, Trademark registrations and applications, and Copyright registrations and applications owned by such Debtor as of the date hereof (the "*Registered Intellectual Property*").

(d) Such Debtor has made all filings and recordations to protect its interests in its Material Collateral as it deems necessary in its reasonably business judgment.

(e) Such Debtor owns, possesses, or has the right to use all of the Collateral, without knowledge of any infringement except either individually or in the aggregate, as would not reasonably be expected to result in a Material Adverse Effect.

(f) To the knowledge of such Debtor, except as would not reasonably be expected to have a Material Adverse Effect, the conduct of such Debtor's business does not infringe the intellectual property rights of any other Person.

Section 6. Covenants and Agreements of the Debtors. Each Debtor hereby covenants and agrees with the Secured Creditors as follows:

(a) Subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, each Debtor agrees to execute and deliver to the Collateral Agent such further agreements, assignments, instruments, and documents, and to do all such other things to the extent required hereunder as the Collateral Agent may reasonably deem necessary or appropriate to assure the Collateral Agent its lien and security interest hereunder, including, without limitation, such financing statements or other instruments and

documents as the Collateral Agent may from time to time reasonably require to comply with the UCC and any other applicable law. In the event for any reason the law of any jurisdiction other than Illinois becomes or is applicable to the Collateral or any part thereof, or to any of the Senior Indebtedness, each Debtor agrees to execute and deliver all such agreements, assignments, instruments, and documents and to do all such other things as the Collateral Agent deems necessary or appropriate to preserve, protect, and enforce the security interest of the Collateral Agent under the law of such other jurisdiction. Each Debtor agrees to mark its books and records to reflect the lien and security interest of the Collateral Agent in the Collateral.

(b) Without limiting the generality of the foregoing paragraph (a) of this Section, such Debtor (i) will, within 30 days following its becoming aware thereof, notify the Collateral Agent of (x) any material final adverse determination in any proceeding in the USPTO or USCO with respect to any of the Collateral that is material to the business of the Debtor's taken as a whole (the "*Material Collateral*") or (y) the institution of any material proceeding or any adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Debtor's claim of ownership in or right to use any of the Material Collateral, its right to register any such Material Collateral or its right to keep and maintain such registration (other than in connection with ordinary course prosecution matters); (ii) will not permit to lapse or become abandoned, settle or compromise any pending or future material litigation or material administrative proceeding with respect to any Material Collateral without the prior written consent of the Collateral Agent or contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, the Material Collateral or any portion thereof, in each case except as permitted under the Credit Agreement; (iii) hereby authorizes the Collateral Agent to file one or more financing or continuation statements relative to all or any part of the Material Collateral as may be reasonably necessary or advisable for the purposes of perfecting the Collateral Agent's security interest therein; (iv) will promptly pay when due all taxes, assessments, and governmental charges and levies upon or against it or its Collateral, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings which prevent attachment of any lien resulting therefrom to, foreclosure on or other realization upon any Collateral and preclude interference with the operation of its business in the ordinary course and such Debtor shall have established adequate reserves therefor; and (xi) comply in all material respects with all laws, rules and regulations applicable to the Material Collateral.

(c) If any Debtor shall acquire or create any new Collateral, the provisions of this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and be and become subject to the lien and security interest created hereby without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If any Debtor so obtains or becomes entitled to any Registered Intellectual Property in the United States, such Debtor shall give written notice thereof to the Collateral Agent on the Quarterly Update Date. Each Debtor agrees, promptly following written request therefor by the Collateral Agent, to confirm the attachment of the lien and security interest created

hereby to any U.S. Registered Intellectual Property included in the Collateral by execution of an instrument in form and substance reasonably acceptable to the Collateral Agent for recordation with the USPTO or USCO.

(d) On or before the next date of delivery of the financial statements pursuant to Section 8.5(a) of the Credit Agreement, (the "*Quarterly Update Date*"), each Debtor shall promptly notify the Collateral Agent of any Collateral acquired or developed since the Closing Date or the last applicable Quarterly Update Date and modify this Agreement by amending Schedules A, B and C hereto to include any such future acquired or developed Collateral.

(e) Each Debtor shall in its reasonable business judgment file and prosecute opposition and cancellation proceedings and take commercially reasonable steps necessary to preserve and maintain all its rights in the Collateral, unless as to any Patent, Trademark or Copyright, in the reasonable judgment of such Debtor, such Patent, Trademark or Copyright has become obsolete to the business of such Debtor or such actions as would not be materially beneficial to the business of such Debtor. Any expenses incurred in connection with such actions shall be borne by such Debtor.

Section 7. Grant of License to Patents, Trademarks, Copyrights, Etc. Without in any way limiting the scope of the lien and security interest created hereby, each Debtor hereby grants to the Collateral Agent for the ratable benefit of the Secured Creditors an irrevocable (during the continuance of an Event of Default), nonexclusive license and right to use all of such Debtor's Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses and similar intangibles in the processing, production, marketing, distribution or sale by the Collateral Agent of all or any part of the Collateral in connection with and solely in connection with any foreclosure or other realization on such Collateral. The license and rights granted the Collateral Agent hereby shall be exercisable without the payment of any royalty, fee, charge or any other compensation to any Debtor or any other party. Such license and rights shall include reasonable access to all records in which any of the licensed items may be recorded or stored. Any such license granted by the Collateral Agent to a third party shall include reasonable and customary terms necessary to preserve the existence, validity and value of the affected Collateral, including without limitation, provisions requiring the continuing confidential handling of trade secrets, requiring the use of appropriate notices and prohibiting the use of false notices, protecting and maintaining the quality standards of the trademarks in the manner set forth below (it being understood and agreed that, without limiting any other rights and remedies of the Collateral Agent under this Security Agreement, any other Loan Document or applicable law, nothing in the foregoing license grant shall be construed as granting the Collateral Agent rights in and to such Collateral above and beyond (x) the rights to such Collateral that each Debtor has reserved for itself and (y) in the case of Collateral that is licensed to any such Debtor by a third party, the extent to which such Debtor has the right to grant a sublicense to such Collateral hereunder). The use of such license by the Collateral Agent may only be exercised, at the option of the Collateral Agent, during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall immediately terminate at such time as the Collateral Agent is no longer lawfully entitled to exercise its rights and remedies under this Security Agreement. Nothing in this Section 7 shall

require a Debtor to grant any license that is prohibited by any rule of law, statute or regulation, or is prohibited by, or constitutes a breach or default under or results in the termination of any contract, license, agreement, instrument or other document evidencing, giving rise to or theretofore granted, with respect to such property or otherwise unreasonably prejudices the value thereof to the relevant Debtor. In the event the license set forth in this Section 7 is exercised with regard to any Trademarks, the license will be subject to sufficient rights to quality control and inspection in favor of the relevant Debtor to avoid the risk of invalidation of such Trademarks.

Section 8. Supplements; Further Assurances. Each Debtor agrees to do such further acts and things, and to execute and deliver to the Collateral Agent such additional instruments and documents, as the Collateral Agent may reasonably require to carry into effect the purposes of this Agreement; *provided, however,* that the Collateral Agent shall give each Debtor 10 days prior written notice of any action to be taken by the Collateral Agent pursuant to this Section. All of the foregoing are to be at the sole cost of each Debtor. Any costs of the foregoing incurred by the Collateral Agent shall be payable by each Debtor upon demand, together with interest thereon from the date of incurrence at the Default Rate (as hereinafter defined) until so paid, and shall constitute additional Senior Indebtedness hereunder. Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, prior to the occurrence of an Event of Default, no Debtor shall be required to make or pay for any filings for the Collateral Agent to perfect its first priority lien and security interest in any Material Collateral located outside of the United of America.

Section 9. The Agent May Perform. On failure of any Debtor to perform any of the covenants and agreements herein contained, the Collateral Agent may, at its option, perform the same and in so doing may expend such sums as the Collateral Agent deems advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, liens, and encumbrances, expenditures made in defending against any adverse claims, and all other expenditures which the Collateral Agent may be compelled to make by operation of law or which the Collateral Agent may make by agreement or otherwise for the protection of the security hereof. All such sums and amounts so expended shall be repayable by the Debtors upon demand, shall constitute additional Senior Indebtedness secured hereunder. No such performance of any covenant or agreement by the Collateral Agent on behalf of a Debtor, and no such advancement or expenditure therefor, shall relieve any Debtor of any default under the terms of this Agreement or in any way obligate any Secured Creditor to take any further or future action with respect thereto. The Collateral Agent, in making any payment hereby authorized, may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim. The Collateral Agent, in performing any act hereunder, shall be the sole judge of whether the relevant Debtor is required to perform the same under the terms of this Agreement. The Collateral Agent is hereby authorized to charge any account of any Debtor maintained with any Secured Creditor for the amount of such sums and amounts so expended.

Section 10. Remedies Upon Default. (a) The occurrence of any event or the existence of any condition specified as an "Event of Default" under the Credit Agreement shall constitute an "Event of Default" hereunder.

(b) Upon the occurrence and during the continuation of any Event of Default, the Collateral Agent shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further the Collateral Agent may, without demand and, to the extent permitted by applicable law, without advertisement, notice, hearing or process of law, all of which each Debtor hereby waives to the extent permitted by applicable law, at any time or times, sell and deliver any or all Collateral held by or for it at public or private sale, at any securities exchange or broker's board or at the Collateral Agent's office or elsewhere, for cash, upon credit or otherwise, at such prices and upon such terms as the Collateral Agent deems advisable, in its discretion. In the exercise of any such remedies, the Collateral Agent may sell the Collateral as a unit even though the sales price thereof may be in excess of the amount remaining unpaid on the Senior Indebtedness. Also, if less than all the Collateral is sold, the Collateral Agent shall have no duty to marshal or apportion the part of the Collateral so sold as between the Debtors, or any of them, but may sell and deliver any or all of the Collateral without regard to which of the Debtors are the owners thereof. In addition to all other sums due any Secured Creditor hereunder, each Debtor shall pay the Secured Creditors all reasonable and documented out-of-pocket costs and expenses incurred by the Secured Creditors, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Senior Indebtedness or in the prosecution or defense of any action or proceeding by or against any Secured Creditor or any Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Senior Indebtedness, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Debtors in accordance with Section 17(b) hereof at least 10 days before the time of sale or other event giving rise to the requirement of such notice. The Collateral Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. Any Secured Creditor may be the purchaser at any such sale. Each Debtor hereby waives all of its rights of redemption from any such sale. The Collateral Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Collateral Agent may further postpone such sale by announcement made at such time and place. The Collateral Agent has no obligation to prepare the Collateral for sale. The Collateral Agent may sell or otherwise dispose of the Collateral without giving any warranties as to the Collateral or any part thereof, including disclaimers of any warranties of title or the like, and each Debtor acknowledges and agrees that the absence of such warranties shall not render the disposition commercially unreasonable.

(c) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default hereunder, the Collateral Agent may, to the full extent permitted by applicable law, with ten (10) days' prior written notice to the Debtors, and without

advertisement, notice, hearing or process of law of any other kind, all of which each Debtor hereby waives, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including, without limitation, any and all consensual rights and powers with respect to the Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or granted a license to use, any or all of the Collateral or any part hereof, in each case free of all rights and claims of each Debtor therein and thereto. In that connection, the Collateral Agent shall have the right to cause any or all of the Collateral to be transferred of record into the name of the Collateral Agent or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Collateral Agent may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals.

(d) Failure by the Collateral Agent to exercise any right, remedy or option under this Agreement or any other agreement between any Debtor and the Collateral Agent or provided by law, or delay by the Collateral Agent in exercising the same, shall not operate as a waiver; no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. For purposes of this Agreement, an Event of Default shall be construed as continuing after its occurrence until the same is waived in writing by the Collateral Agent. The rights and remedies of the Collateral Agent under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Collateral Agent or the Secured Creditors may have.

(e) No Secured Creditor shall have any right individually to realize upon any of the Collateral or to enforce the security interest under this Agreement, it being understood and agreed that all powers, rights and remedies under the Loan Documents with respect to the Collateral may be exercised solely by the Collateral Agent on behalf of the Secured Creditors in accordance with the terms thereof. Each Secured Creditor, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral provided hereunder and under any other Loan Documents, to have agreed to the foregoing provisions and the other provisions of this Agreement.

Section 11. The Agent Appointed Attorney-in-Fact. Each Debtor hereby irrevocably appoints the Collateral Agent, its nominee, or any other person whom the Collateral Agent may designate as each Debtor's attorney-in-fact, with full power and authority, upon the occurrence and during the continuation of any Event of Default hereunder, to take any action and to execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to prosecute diligently any patent, trademark or copyright or any application for Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter, to make application on unpatented but patentable inventions and registerable but unregistered Trademarks and Copyrights, to file and prosecute opposition and cancellation proceedings, to do all other acts necessary or desirable to preserve all rights in Material Collateral and otherwise to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable to enforce the rights of the Collateral Agent and the Secured Creditors with respect to any of the Material Collateral, until all commitments of the Lenders and the Pari Passu Lenders to extend credit to or for the

account of the Borrower under the Credit Agreement and the Pari Passu Loan Agreement, respectively, have expired or otherwise terminated and the Senior Indebtedness has been Paid in Full (as defined in the Intercreditor Agreement) (other than (i) contingent indemnification obligations, (ii) Hedging Liability as to which arrangements satisfactory to the applicable counterparty under the relevant Hedging Agreement have been made and (iii) Bank Product Obligations as to which arrangements satisfactory to the applicable provider of Bank Products have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit that have been Cash Collateralized to the satisfaction of the relevant L/C Issuer) (collectively, the "*Discharge of Senior Indebtedness*"). Each Debtor hereby ratifies and approves all acts of any such attorney and agrees that neither the Collateral Agent nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Discharge of Senior Indebtedness.

Section 12. Application of Proceeds. The proceeds and avails of the Collateral at any time received by the Collateral Agent upon the occurrence and during the continuation of any Event of Default shall, when received by the Collateral Agent in cash or its equivalent, be applied by the Collateral Agent in reduction of, or held as collateral security for, the Senior Indebtedness in accordance with the terms of the Intercreditor and Collateral Agency Agreement. Each Debtor shall remain liable to the Collateral Agent and the Secured Creditors for any deficiency. Any surplus remaining after the full payment and satisfaction of the Senior Indebtedness shall be returned to the Borrower, as agent for the Debtors, or to whomsoever the Collateral Agent reasonably determines is lawfully entitled thereto.

Section 13. Reserved.

Section 14. Reserved.

Section 15. Continuing Agreement; Termination and Release. (a) This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until the Discharge of Senior Indebtedness.

(b) At such time as there have been the Discharge of Senior Indebtedness, the Collateral shall be released from the liens created hereby, and this Agreement shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Debtors. At the sole expense of the Debtors following any such termination and release, the Collateral Agent shall deliver to such Debtor any Collateral held by the Collateral Agent hereunder, and at the request of such Debtor, execute and deliver to such Debtor such documents as such Debtor shall reasonably request to evidence such termination, including the filing of any financing statements and any documents with the USPTO or the USCO.

(c) If any of the Collateral shall be disposed of by any Debtor in a transaction permitted by the Loan Documents, the Collateral Agent, at the request and sole expense of such Debtor, shall execute and deliver to such Debtor all releases or other documents reasonably necessary for the release of the liens created hereby on such Collateral. If any Debtor shall be

released from its obligations as a Guarantor in accordance with the Loan Documents, the Collateral Agent, at the request and sole expense of such Debtor, shall execute and deliver to such Debtor all releases or other documents reasonably necessary for the termination of all obligations of such Debtor hereunder and release of liens created hereby on all such Debtor's Collateral.

Section 16. The Collateral Agent. In acting under or by virtue of this Agreement, the Collateral Agent shall be entitled to all the rights, authority, privileges, and immunities provided in the Intercreditor and Collateral Agency Agreement, all of which provisions of said Intercreditor and Collateral Agency Agreement are incorporated by reference herein with the same force and effect as if set forth herein in their entirety. The Collateral Agent hereby disclaims any representation or warranty to the Secured Creditors or any other holders of the Senior Indebtedness concerning the perfection of the liens and security interests granted hereunder or in the value of any of the Collateral.

Section 17. Miscellaneous. (a) This Agreement cannot be changed or terminated orally. This Agreement shall create a continuing lien on and security interest in the Collateral and shall be binding upon each Debtor, its successors and assigns and shall inure, together with the rights and remedies of the Secured Creditors hereunder, to the benefit of the Secured Creditors and their successors and permitted assigns; *provided, however*, that no Debtor may assign its rights or delegate its duties hereunder without the Collateral Agent's prior written consent. Without limiting the generality of the foregoing, and if permitted by the Credit Agreement and the Pari Passu Loan Agreement, respectively, any Lender or Pari Passu Lender, as applicable, may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to such Secured Creditor herein or otherwise.

(b) Except as otherwise specified herein, all communications hereunder shall be in writing (including cable, telecopy and telex) and shall be given to the relevant party, and shall be deemed to have been made when given to the relevant party, in accordance with Section 8 of the Intercreditor and Collateral Agency Agreement.

(c) In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect. Without limiting the generality of the foregoing, in the event that this Agreement shall be deemed to be invalid or otherwise unenforceable with respect to any Debtor, such invalidity or unenforceability shall not affect the validity of this Agreement with respect to the other Debtors.

(d) This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law, except as required by mandatory provisions of law and except to

the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Illinois. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(e) In the event the Secured Creditors shall at any time in their discretion permit a substitution of Debtors hereunder or a party shall wish to become a Debtor hereunder, such substituted or additional Debtor shall, upon executing an agreement in the form attached hereto as Schedule D, become a party hereto and be bound by all the terms and conditions hereof to the same extent as though such Debtor had originally executed this Agreement and, in the case of a substitution, in lieu of the Debtor being replaced. Any such agreement shall contain information as to such Debtor necessary to update Schedules A, B and C hereto with respect to it. No such substitution shall be effective absent the written consent of the Collateral Agent nor shall it in any manner affect the obligations of the other Debtors hereunder.

(f) Each Debtor hereby submits to the non-exclusive jurisdiction of the United States District Court for the Northern District of Illinois and of any Illinois State court sitting in the City of Chicago, for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each Debtor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. EACH DEBTOR AND, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, EACH SECURED CREDITOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronically by .pdf, .tiff or similar electronic format shall be effective as delivery of an original executed counterpart of this Agreement.

(h) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor and Collateral Agency Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Intercreditor and Collateral Agency Agreement*"), between the Administrative Agent, the Collateral Agent and the Pari Passu Lenders and acknowledged and agreed to by the Debtors. In the event of any conflict between the terms of the Intercreditor and Collateral Agency Agreement and this Agreement, the terms of the Intercreditor and Collateral Agency Agreement shall govern and control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed as of the date first above written.

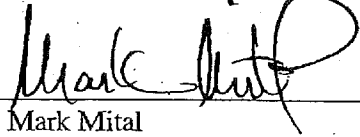
"DEBTORS"

DATA CARD CORPORATION

By Kurt B. Ishaug
Name Kurt Ishaug
Title Chief Financial Officer

Accepted and agreed to in Chicago, Illinois as of the date first above written.

BMO HARRIS BANK N.A., as Collateral Agent

By 
Name: Mark Mital
Title: Senior Vice President

SCHEDULE A

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

U.S. PATENT NUMBERS

DATACARD CORPORATION

Title	Application Number and Date	Publication Number and Date
Method and device for interleaving a module or chip	12810403 9/10/2010	8562782 10/22/2013
Secure identification documents	12281486 9/3/2008	8448991 5/28/2013
Machine for personalising smart cards at high rate	12666114 9/1/2010	8434679 5/7/2013
Framework for enhanced production of personalized documents	12523826 7/20/2009	8381236 2/19/2013
Printer sensor system	11956745 12/14/2007	8317285 11/27/2012
Real time card printing systems and methods	13238541 9/21/2011	8292167 10/23/2012
Continuously printing images on a web material and continuously transferring the images to identity documents	11679611 2/27/2007	8264732 9/11/2012
Modular card issuance system and method of operation	11557188 11/7/2006	8239594 8/7/2012
High speed personalization machine	11992208 6/25/2009	8186590 5/29/2012
System, method, and apparatus for smart card pin management via an unconnected reader	12479464 6/5/2009	8186586 5/29/2012
Card cleaning mechanism	11557212 11/7/2006	8079105 12/20/2011
Real time card printing systems and methods	1284001 7/20/2010	8056816 11/15/2011
Desktop card processor	11935603 11/6/2007	8042735 10/25/2011
Linear machine for processing portable objects and method for processing portable objects	12293644 4/27/2010	7975827 7/12/2011
Leafing mechanism	11994035 12/27/2007	7918393 4/5/2011
Desktop card printer with indent printing apparatus and method of printing	11682570 3/6/2007	7866904 1/11/2011
De-bowing personalized cards	11557752 11/8/2006	7784700 8/31/2010

Title	Application Number and Date	Publication Number and Date
Card personalization system and method for the same	12034848 2/21/2008	7753279 7/13/2010
Lamination of patch films on personalized cards through heat transfer	11557615 11/8/2006	7638012 12/29/2009
Laminate security feature	11621648 1/10/2007	7617986 11/17/2009
Identification documents with enhanced security	10860178 6/3/2004	7594680 9/29/2009
Card personalization system and method for the same	11111456 4/21/2005	7458515 12/2/2008
Ribbon tensioning mechanisms	11271599 11/10/2005	7441970 10/28/2008
Desktop card processor	11051348 2/4/2005	7434728 10/14/2008
Plastic card reorienting mechanism and interchangeable input hopper	10716579 11/17/2003	7398972 7/15/2008
Radio frequency identification tags on consumable items used in printers and related equipment	11146611 6/7/2005	7342597 3/11/2008
System and method for preventing unauthorized operation of identification and financial document production equipment	10384161 3/7/2003	7284279 10/16/2007
High-speed personalization machine	10958664 10/6/2004	7234637 6/26/2007
Adapting element for programmable electronic holders and use in a multipurpose personalization machine	10747808 12/30/2003	7183505 2/27/2007
Adapting element for programmable electronic holders	10747246 12/30/2003	7147165 12/12/2006
System and method for storing and synchronizing forms between printer and device for attaching personalized cards by creating shingled stacks	10340171 1/9/2003	7059532 6/13/2006
Desktop card printer with embedded PCL, Telnet, and USB hub and method for using same	10716712 11/18/2003	7070100 7/4/2006
Device for counting stacked products	10464867 6/19/2003	7045765 5/16/2006
Desktop printer housing	29194203 11/18/2003	D522566 6/6/2006
Supply items for printers and the like, and method of loading supply items	10613186 7/3/2003	6997629 2/14/2006
Radio frequency identification tags on consumable items used in printers and related equipment	10308244 12/2/2002	6963351 11/8/2005
Card personalization system and method	10346849 1/13/2003	6902107 6/7/2005

Title	Application Number and Date	Publication Number and Date
Method and apparatus for attaching card labels	10436379 5/12/2003	6896022 5/24/2005
Method for the machining of work pieces by means of several laser beams	10204314 2/4/2003	6838639 1/4/2005
Printed substrate made by transfer of ink jet printed image from a printable transfer film	09738408 12/15/2000	6830803 12/14/2004
Passport production system and method	09768449 1/24/2001	6783067 8/31/2004
Apparatus and method of printing on embossed cards	10172599 6/14/2002	6781614 8/24/2004
Front panel and hood of a module of a card personalization system	29155002 2/1/2002	D490460 5/25/2004
Ribbon core and spindle	10308238 12/2/2002	6726144 4/27/2004
Desktop printer	29156683 3/5/2002	D487479 3/9/2004
Integrated circuit card programming modules, systems and methods	09667342 9/22/2000	6695205 2/24/2004
Operator station of a card personalization system	29155001 2/1/2002	D482358 11/18/2003
Virtual multihopper card feeder	09049250 3/27/1998	6446832 9/10/2002
Closed loop control for an image transfer section of a printer	08997439 12/23/1997	6263796 7/24/2001
Multicolor thermal printing apparatus	08996652 12/23/1997	6262755 7/17/2001
Elevator card transporting mechanism for a printer	08997427 12/23/1997	6105493 8/22/2000
Apparatus for buffering, turning over, folding and orientating forms	09047743 3/25/1998	6042528 3/28/2000
Curable topcoat composition and methods for use	08970572 11/14/1997	6001893 12/14/1999
Card affixing and form folding system	08948175 10/9/1997	5896725 4/27/1999
Thermal print head module and method for using	08797872 2/10/1997	5886726 3/23/1999
Thermal printer and method for using	08797873 2/10/1997	5762431 6/9/1998
Card affixing and form folding system	08372298 1/13/1995	5701727 12/30/1997
System and method for cleaning and producing data bearing cards	08324731 10/18/1994	5588763 12/31/1996

Title	Application Number and Date	Publication Number and Date
Graphics printer roller transport apparatus and method	08185774 1/25/1994	5584589 12/17/1996
Method of and apparatus for processing an object	13813015 1/29/2013	20130125383 5/23/2013
Method of and apparatus for personalising a series of portable objects	13811728 1/23/2013	20130120515 5/16/2013
System for the calibration of operating parameters of a laser engraver	13375016 11/29/2011	20120074107 3/29/2012
Real time card printing systems and methods	13238541 9/21/2011	8292167 10/23/2012
Lift device for personalization machine and personalization machine equipped with a lift device	13132703 6/3/2011	20110236164 9/29/2011
Machine for personalising chip cards at a high processing rate	12666140 9/8/2010	20110144797 6/16/2011
Remote personalization and issuance of identity documents	10659919 9/11/2003	7147148 12/12/2006
Device for counting stacked products	10464867 6/19/2003	7045765 5/16/2006
Method and apparatus for attaching card labels	10436379 5/12/2003	6896022 5/24/2005
High speed customizing machine	09145280 9/2/1998	6283368 9/4/2001
High speed personalization machine	08821179 3/19/1997	5943238 8/24/1999
Device for counting products stacked side by side	08420006 4/11/1995	5686729 11/11/1997
Linear personalization machine	09375394 8/17/1999	6474925 11/5/2002
High rate laser marking machine	11136719 5/25/2005	7329830 2/12/2008
Transportable object and process of production	08223505 4/6/1994	5563444 10/8/1996
Real time card printing systems and methods	11832481 8/1/2007	7806338 10/5/2010
Systems and methods for enterprise based issuance of identification cards	09748510 12/26/2000	7191938 3/20/2007
Printed security feature for secure booklets	12843146 7/26/2010	20120018992 1/26/2012

AND PENDING U.S. PATENT APPLICATION NUMBERS

Title	Application Number and Date	Publication Number and Date
Sheet material with index openings and method for making and using	13279728 10/24/2011	20120037295 2/16/2012
In-line document puncher/voider in a document personalization machine	11627056 1/25/2007	20080179392 7/31/2008
In-line gift card personalization and packaging process	12442845 3/24/2009	20100071831 3/25/2010
Shadow image security feature	12988690 10/20/2010	20110037247 2/17/2011
Method and device for used ribbon destruction	13641826 10/17/2012	20130032587 2/7/2013
Desktop card printer	13037578 3/1/2011	20110217109 9/8/2011
Printing images on a retransfer material having a predisposed artifact	13876600 3/28/2013	20130235394 9/12/2013
Topping foil vision verification system	14128664 6/7/2011	2013002753 1/3/2013
User interface for a customized personalization document printer of an instant issuance system	13174912 7/1/2011	20130003104 1/3/2013
Card reorienting mechanism and methods utilizing same	13773753 2/22/2013	20130220984 8/29/2013
Booklet spine guidance system in a booklet processing mechanism	13974199 8/23/2013	N/A
Booklet guide and clamp system in a booklet processing mechanism	13974126 8/23/2013	N/A
Machine vision verification	14068407 10/31/2013	N/A
In-line quality assurance	14068418 10/31/2013	N/A
Identification document and method of producing the same	61764302 2/13/2013	N/A
Method for determining pixel dropout	13902193 5/28/2013	N/A
Card overlay trimmer	61822481 5/13/2013	N/A
Card de-bowing mechanism	13900840 5/23/2013	N/A
Process of producing tactile dots, tactile dot groups and tactile identifier	61834636 6/13/2013	N/A
Card with polymeric layer and topcoat layer	61835154 6/14/2013	N/A

Title	Application Number and Date	Publication Number and Date
Card production system inserter with insert printer	61882401 9/25/2013	N/A

SCHEDULE B

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

DATACARD CORPORATION

Trademark	Status	Application Number and Date	Registration Number and Date
CARDWIZARD	REGISTERED Section 2(F)	77226221 7/10/07	3417344 4/29/08
SUPERC.W.T.	REGISTERED	78217671 2/21/03	2920624 1/25/05
CARDWRITER	REGISTERED Supplemental Register	78217679 2/21/03	2900934 11/2/04
SUPERCAT	RENEWED (REGISTERED)	78071469 6/28/01	2573921 5/28/02
AFFINA	REGISTERED	76239146 4/11/2001	2875218 8/17/04
ARTISTA	REGISTERED	75982757 3/5/1999	2652371 11/19/002
ARTISTA	REGISTERED	75656982 3/5/1999	2654668 11/26/02
THE ATTACHER	REGISTERED	74501917 3/16/94	1889616 4/18/95
FLECKS	REGISTERED	76417661 6/5/02	3033372 12/27/05
DATACARD	REGISTERED	73808189 6/21/89	1655006 8/27/91
DATACARD	REGISTERED	74018887 1/16/90	1734370 11/24/92
DATACARD	REGISTERED	74227921 12/6/91	1736986 12/1/92
DATACARD	REGISTERED	73808735 6/23/89	1739444 12/15/92
DURAGARD	REGISTERED	75979141 3/20/97	2356310 6/6/00
IDWORKS	REGISTERED	75706377 5/14/99	2345333 4/25/00
MAXSYS	REGISTERED	78102949 6/16/02	3146122 9/19/06
OPTIGRAM	REGISTERED	78200568	3136436

Trademark	Status	Application Number and Date	Registration Number and Date
		1/7/03	8/29/06
RAPID DEPOT	REGISTERED	76160826 11/8/00	2608943 8/20/02
SECURA	REGISTERED	85033230 5/7/10	4429086 11/5/13
SECURA	REGISTERED	85033248 5/7/10	4429087 11/5/13
SYNTERA	REGISTERED	76239147 4/11/01	3076996 4/4/06
ULTRAGRAFIX	REGISTERED	73803683 5/31/89	1590651 4/10/90
VIANET	REGISTERED	75817837 10/7/99	2389821 9/26/00

Trademark	Status	Application Number and Date	Registration Number and Date
DATACARD	PENDING	85456055 10/25/11	
DATACARD	PENDING	85455852 10/25/11	

SCHEDULE C

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

COPYRIGHTS

Claimant	Title	Copyright No.
DataCard Corporation	BLUE CORE WITH PLATINUM-COLORED FLECKS.	VA0001673738
DataCard Corporation.	CardWizard.	TXu 827-996.

PENDING U.S. COPYRIGHT
APPLICATION NO.

TITLE

FILING DATE

None

SCHEDULE D

ASSUMPTION AND SUPPLEMENTAL SECURITY AGREEMENT

THIS AGREEMENT dated as of this ____ day of _____, 20__ from [new Debtor], a _____ corporation/limited liability company/partnership (the "New Debtor"), to BMO Harris Bank N.A. ("BMO Harris"), as collateral agent for the Secured Creditors (defined in the Security Agreement hereinafter identified and defined) (BMO Harris acting as such agent and any successor or successors to BMO Harris in such capacity being hereinafter referred to as the "Collateral Agent").

PRELIMINARY STATEMENTS

A. DataCard Corporation, a Delaware corporation (the "Borrower") has executed and delivered to the Collateral Agent that certain Security Agreement Re: Intellectual Property dated as of December 31, 2013 (such Security Agreement, as the same may from time to time be amended, modified or restated, including supplements thereto which add additional parties as Debtors thereunder, being hereinafter referred to as the "Security Agreement"), pursuant to which such parties (the "Existing Debtors") have granted to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in the Existing Debtors' Collateral (as such term is defined in the Security Agreement) to secure the Senior Indebtedness (as such term is defined in the Security Agreement).

B. The Borrower provides the New Debtor with substantial financial, managerial, administrative, and technical support and the New Debtor will benefit, directly and indirectly, from credit and other financial accommodations extended by the Secured Creditors to the Borrower.

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of advances made or to be made, or credit accommodations given or to be given, to the Borrower by the Secured Creditors from time to time, the New Debtor hereby agrees as follows:

1. The New Debtor acknowledges and agrees that it shall become a "Debtor" party to the Security Agreement effective upon the date the New Debtor's execution of this Agreement and the delivery of this Agreement to the Collateral Agent, and that upon such execution and delivery, all references in the Security Agreement to the terms "Debtor" or "Debtors" shall be deemed to include the New Debtor. Without limiting the generality of the foregoing, the New Debtor hereby repeats and reaffirms all grants (including the grant of a lien and security interest), covenants, agreements, representations, and warranties contained in the Security Agreement as amended hereby, each and all of which are and shall remain applicable to the Collateral from time to time owned by the New Debtor or in which the New Debtor from time to time has any rights. Without limiting the foregoing, in order to secure payment of the Senior Indebtedness, whether now existing or hereafter arising, the New Debtor does hereby grant to the Collateral Agent for the benefit of the Secured Creditors, and hereby agrees that the Collateral Agent has

TRADEMARK

REEL: 005196 FRAME: 0413

and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, among other things, all of the New Debtor's Collateral (as such term is defined in the Security Agreement), including, without limitation, all of the New Debtor's, and all of the other Collateral described in Section 1 of the Security Agreement, each and all of such granting clauses being incorporated herein by reference with the same force and effect as if set forth herein in their entirety except that all references in such clauses to the Existing Debtors or any of them shall be deemed to include references to the New Debtor. Nothing contained herein shall in any manner impair the priority of the liens and security interests heretofore granted in favor of the Collateral Agent under the Security Agreement.

2. Schedule A (Patents), Schedule B (Trademarks), and Schedule C (Copyrights) to the Security Agreement shall be supplemented by the information stated below with respect to the New Debtor:

SUPPLEMENT TO SCHEDULE A

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

U.S. PATENT NUMBER	TITLE OF PATENT	INVENTOR(S)	DATE ISSUED	EXPIRATION DATE
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PENDING U.S. PATENT APPLICATION NOS.	TITLE OF APPLICATION	INVENTOR	FILING DATE
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SUPPLEMENT TO SCHEDULE B

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED U.S. TRADEMARKS	REGISTRATION REG. NO.	DATE
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PENDING U.S. TRADEMARK
APPLICATIONS

FILING NO.

FILING DATE

SUPPLEMENT TO SCHEDULE C

COPYRIGHTS

U.S. COPYRIGHT
REG. NO. (AUTHOR)

TITLE

DATE OF REG.

PENDING U.S. COPYRIGHT
APPLICATION NO. (AUTHOR)

TITLE

FILING DATE

3. The New Debtor hereby acknowledges and agrees that the Senior Indebtedness are secured by all of the Collateral according to, and otherwise on and subject to, the terms and conditions of the Security Agreement to the same extent and with the same force and effect as if the New Debtor had originally been one of the Existing Debtors under the Security Agreement and had originally executed the same as such an Existing Debtor.

4. All capitalized terms used in this Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement, except that any reference to the term "Debtor" or "Debtors" and any provision of the Security Agreement providing meaning to such term shall be deemed a reference to the Existing Debtors and the New Debtor. Except as specifically modified hereby, all of the terms and conditions of the Security Agreement shall stand and remain unchanged and in full force and effect.

5. The New Debtor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Collateral Agent may deem necessary or proper to carry out more effectively the purposes of this Agreement.

6. No reference to this Agreement need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such to be deemed a reference to the Security Agreement as modified hereby.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (without regard to principles of conflicts of law).

[INSERT NAME OF NEW DEBTOR]

By _____
Name _____
Title _____

Accepted and agreed to as of the date first above written.

BMO HARRIS BANK N.A., as Collateral Agent

By _____
Name _____
Title _____