

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299997

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE CHASE MANHATTAN BANK (FORMERLY CHASE BANK OF TEXAS, N.A.)		05/31/2001	Administrative Agent:

RECEIVING PARTY DATA

Name:	BANCTEC, INC.
Street Address:	2701 E. GRAUWYLER RD.
City:	IRVING
State/Country:	TEXAS
Postal Code:	75061
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1494041	
Registration Number:	1494070	
Registration Number:	1388147	ACS
Registration Number:	1311597	ADVANCED COMPUTER SYSTEMS
Registration Number:	1760672	BANCSTRIP
Registration Number:	1183583	BANCTEC
Registration Number:	1937040	BANCTEC
Registration Number:	1920211	BSC
Registration Number:	1243969	CHECK MENDER
Registration Number:	1812804	FLOWARE
Registration Number:	1668487	HEATSTRIP
Registration Number:	1187604	HEATSTRIP EXTENSION
Registration Number:	1643464	IMAGEFIRST
Registration Number:	1213022	INFOBASE
Registration Number:	1209566	MEDACS
Registration Number:	1973340	PAGEPRO
Registration Number:	1446147	PLATFORMATION
Registration Number:	1353824	PLEXUS
Registration Number:	1745580	PLEXUS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1430947	RECOGNITION
Registration Number:	1423462	RECOGNITION
Registration Number:	1485754	RECOGNITION
Registration Number:	1446146	SIGNAMATION
Registration Number:	1314413	TARTAN
Registration Number:	1453017	TELLERMATION
Registration Number:	1385571	TOTAL PAYMENT SYSTEM
Registration Number:	993861	TRACE
Registration Number:	1676641	XDP
Registration Number:	430822	GOLDEN NEED
Registration Number:	1720028	RECOGNITION
Serial Number:	75565378	IMAGEFIRST
Serial Number:	75611304	PROCESS FIRST

CORRESPONDENCE DATA

Fax Number: 2147467777

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

Phone: 2147467700

Email: brian.lee@weil.com

Correspondent Name: Samuel Peca

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 200 Crescent Court, Suite 300

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	20338.0011/S. PECA/BL
NAME OF SUBMITTER:	Samuel Peca
SIGNATURE:	/Samuel Peca/
DATE SIGNED:	04/01/2014

Total Attachments: 7
source=Pay-off Letter#page1.tif
source=Pay-off Letter#page2.tif
source=List of IP#page1.tif
source=List of IP#page2.tif
source=List of IP#page3.tif
source=List of IP#page4.tif
source=List of IP#page5.tif



May 31, 2001

BancTec, Inc.
2701 E. Grauwlyer Road
Building #3
Irving, TX 75061
Attention: Richard McDonough, Esq.

Heller Financial, Inc.
500 West Monroe Street
Chicago, IL 60661
Attention: Acct Manager – Corp Finance – BancTec, Inc.

Re: Payment and Satisfaction of Obligations of BancTec, Inc. to The Chase Manhattan Bank, as Administrative Agent

Gentlemen:

BancTec, Inc. (the "Company") has advised the undersigned that the Company desires to repay the total unpaid balance of all amounts due and owing following notice of prepayment and termination of the commitment under the Credit Agreement, dated as of July 22, 1999, among the Company, the several banks and other financial institutions parties to this Agreement, ABN AMRO Bank, N.V., as Co-Agent, The Chase Manhattan Bank (formerly, Chase Bank of Texas, N.A.), as Syndication Agent, and The Chase Manhattan Bank (formerly, Chase Bank of Texas, N.A.), as Administrative Agent (as amended, supplemented or otherwise modified, the "Credit Agreement"), including but not limited to, all principal, interest, expenses, fees, other charges and any additional per diem interest charges due and owing, payable by the Company to the undersigned as Administrative Agent (the "Unpaid Balance"). This letter acknowledges and confirms that the total amount of the Unpaid Balance effective May 31, 2001 is \$ [REDACTED] and sets forth payoff instructions, in addition to any payoff instructions between the Company and the undersigned, and procedures with respect to the full and final payment of the Unpaid Balance. Any contingent obligations not now due and owing but expressed to survive termination of the Credit Agreement shall not be affected by the payment of the Unpaid Balance, and all rights of the undersigned and the Lenders in respect of letter of credit obligations and fees expressed to be payable under the Credit Agreement and that may become owing to the undersigned after the date hereof shall survive termination of the Credit Agreement and the execution and delivery of this letter.

Payment of the amount of the Unpaid Balance shall be made via wire transfer of federal funds to the following account:

The Chase Manhattan Bank
ABA No.: 113000609
Account No.: [REDACTED]
For Credit To: Commercial Loan and Clearing Account
Attention: Ref: Bancotec, Inc.

M. Z. [Signature]

Upon receipt by the undersigned of said total amount of the Unpaid Balance in accordance with the instructions set forth above and [redacted] in consideration thereof, the undersigned shall and hereby does (a) cancel, release and terminate any and all security interest, liens, mortgages, and other encumbrances that it has or may have against any of the assets of the Company, including, but not limited to, the security interests evidenced by the Uniform Commercial Code financing statements and/or mortgages set forth on Exhibit "A" hereto, and (b) duly execute and return, at the direction of the Company to Heller Financial Services, Inc. ("Heller"), in care of Heller's counsel, Patton Boggs LLP, at 2001 Ross Avenue, Suite 3000, Dallas, Texas 75201, Attention: Kenneth M. Vesledahl, via hand delivery on the same day as the receipt of such Unpaid Balance, Uniform Commercial Code ("UCC") termination statements and/or releases of mortgage (or, at Heller's option, assignment statements) and other documents and instruments as are necessary to evidence the same, all of which shall be in form sufficient for filing and recording with all applicable filing and recording offices. [redacted]

By signing and returning a copy of this letter to us, each of you agrees to cancel, release and terminate any filings under the Uniform Commercial Code or otherwise made for the benefit of Heller prior to the payment of the Unpaid Balance promptly after the date ten days of the date hereof if the Unpaid Balance (plus any further accrued interest, fees or other amounts to the date of payment thereof) has not been paid by such date.

This letter shall become effective upon your signing and returning a copy hereof to us.

This letter may be signed in any number of counterparts (including by telecopy) with the same effect as if the signatures thereto and hereto were upon the same instrument

Very truly yours,

THE CHASE MANHATTAN BANK

By [Signature]
Name: *Michael J. Lister*
Title: *Vice President*

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

HELLER FINANCIAL, INC.

By [Signature]
Name:
Title:

BANCTEC, INC.

By [Signature]
Name: *Richard A. McDanagh*
Title: *VP*

COPYRIGHTS AND COPYRIGHT LICENSES

(none)

PATENTS AND PATENT LICENSES

(see attached)

TRADEMARKS AND TRADEMARK LICENSES

(see attached)

Patents/ numbers:

PATENT NO.
4,324,474
4,328,332
4,331,275
4,375,066
4,397,460
4,411,016
4,448,631
4,470,052
4,492,161
RE33,134
D303,375
4,662,626
4,709,630
4,736,146
4,741,047
4,821,332
4,853,969
4,855,580
4,855,900
4,913,295
4,922,086
4,941,122
4,966,644
4,969,761
4,974,977
5,003,613

PATENT NO.
5,054,621
5,075,871
5,118,209
5,126,547
5,145,165
5,146,512
5,159,548
5,181,788
5,182,706
5,203,952
5,204,537
5,293,432
5,320,699
5,335,292
5,600,732
5,754,674
5,807,457
5,838,970
5,906,157

Trademarks/ Application numbers or registration numbers:

REG. NO.
1,494,041
1,494,070
1,388,147
1,311,597
1,760,672
1,183,583
1,937,040
1,920,211
1,243,969
1,812,804
1,668,487
1,187,604
1,643,464
1,213,022
1,209,566
1,973,340
1,446,147
1,353,824
1,745,580
1,430,947
1,423,462
1,485,754
1,446,146
1,314,413
1,453,017

REG. NO.
1,385,571
993,861
1,676,641
430,822
1,720,028
75/565,378
75/611,304