

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Highbridge Principal Strategies, LLC		10/31/2014	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	BancTec, Inc.
Street Address:	2701 E. Grauwyler Road
City:	Irving
State/Country:	TEXAS
Postal Code:	75061
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1466146	ANOLOR
Registration Number:	3287356	AP MASTER
Registration Number:	3287355	AP MASTER
Registration Number:	1183583	BANCTEC
Registration Number:	2323353	BANCTEC
Registration Number:	1937040	BANCTEC
Registration Number:	2301836	BANCTEC
Registration Number:	1760672	BANCSTRIP
Registration Number:	3619725	CENTERVISION
Registration Number:	1243969	CHECK MENDER
Registration Number:	4315747	CLAIMPRECISE
Registration Number:	2776438	CLAIMSASP
Registration Number:	2640332	E FIRST
Registration Number:	1812804	FLOWARE
Registration Number:	3404257	FORMSASP
Registration Number:	2923256	GTESS
Registration Number:	1668487	HEATSTRIP
Registration Number:	1187604	HEATSTRIP EXTENSION
Registration Number:	1643464	IMAGEFIRST

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3124030	INTELLISCAN
Registration Number:	2904466	
Registration Number:	2466765	PAY COURIER
Registration Number:	1353824	PLEXUS
Registration Number:	1745580	PLEXUS
Registration Number:	2782672	QUANTUM 2000
Registration Number:	2366277	READFIRST
Registration Number:	1314413	TARTAN
Registration Number:	0993861	TRACE
Registration Number:	2905959	TURBOTIME
Registration Number:	1676641	XDP
Registration Number:	1697441	
Registration Number:	4209727	IBPO

CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	11/03/2014

Total Attachments: 6

source=1t Atlas Trademark Release of 5261-0135 (Executed)#page1.tif

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Highbridge Principal Strategies, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 31, 2014

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BancTec, Inc.

Street Address: 2701 E. Grauwlyer Road

City: Irving

State: TX

Country: USA Zip: 75061

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Attached Schedule of Registered Trademarks

B. Trademark Registration No.(s) _____

See Attached Schedule of Registered Trademarks

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 31, 2014
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 31, 2014 (the "Effective Date") by Highbridge Principal Strategies, LLC, as collateral agent ("Collateral Agent"), in favor of BancTec, Inc. (the "Obligor") party to the Trademark Security Agreement (as defined below).

WHEREAS, the Obligor, certain other grantors and the Collateral Agent entered into that certain First Lien Pledge and Security Agreement, dated as of April 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of that certain Short-Form Trademarks Security Agreement, dated as of April 3, 2014, executed by the Obligor, in favor of the Collateral Agent (the "Trademark Security Agreement"), Obligor granted to Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Obligor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark on an intent-to-use bases solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or restful in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement) (the "Trademark Collateral").

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 15, 2014, Reel/Frame: 5261/0135.

WHEREAS, Obligor has fulfilled its Secured Obligations (as defined in the Security Agreement), and the Collateral Agent now desires to terminate the Trademark Security Agreement and release its security interests in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, the Collateral Agent hereby covenants and agrees as follows:

1. The Collateral Agent hereby terminates, releases, and discharges its security interest in the Trademark Collateral and reassigns to the Obligor any and all right, title and interest the Collateral Agent may have in or to the Trademark Collateral.
2. The Collateral Agent hereby acknowledges and agrees that Obligor has satisfied its Obligations in full, and hereby terminates the Trademark Security Agreement. The Collateral Agent hereby confirms Obligor shall have no further obligations of any kind under the Trademark Security Agreement.
3. The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Release.

4. The Collateral Agent agrees (at the expense of the Obligor) to perform all further acts and execute and deliver all further documents and/or instruments as Obligor may reasonably request to carry out the provisions of this Release.

5. This Release shall be governed by, and construed in accordance with the laws of the State of New York and shall be binding upon the Collateral Agent's representatives, successors, assigns and transferees.

[signature page follows]

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

HIGHBRIDGE PRINCIPAL STRATEGIES, LLC, as Collateral Agent

By: _____

Name:

Title:


VIKAS KESWANI
MANAGING DIRECTOR

[Signature Page to BancTec Release of Security Interests in Trademarks-BancTec]

TRADEMARK
REEL: 005393 FRAME: 0154

SCHEDULE OF
REGISTERED
TRADEMARKS

Country	Mark	Class	Registration/ Application No.	Registration /Filing Date
US	Anolor	5	1466146	11/24/87
US	AP Master	35	3287356	9/4/2007
US	AP Master	9	3287355	9/4/2007
Canada	BancStrip	9	TMA419518	11/12/1993
US	BancTec	9	1183583	12/29/1981
Australia	BancTec	16	A565534	10/18/1991
Great Britain	BancTec	16	1330972	1/4/1995
US	BancTec	35,37,42	2323353	2/28/2000
US	BancTec	37	1937040	11/21/1995
Benelux	BancTec	7,9	0680270	7/2/2001
US	BancTec	9	2301836	12/21/1999
Australia	BancTec	9	A565533	10/18/1991
Canada	BancTec	9	TMA348702	12/2/1988
China P.R.	BancTec	9	1361327	2/7/2000
Egypt	BancTec	9	117591	1/7/2002
Finland	BancTec	9	214405	6/15/1999
Great Britain	BancTec	9	1330971	1/4/1995
India	BancTec	9	811562	4/27/2005
Ireland	BancTec	9	215679	10/20/2000
Italy	BancTec	9	1315995	4/21/2001
Japan	BancTec	9	4151823	6/5/1998
South Korea	BancTec	9	450757	7/12/1999
Norway	BancTec	9	194165	11/7/1998
Russian Federation	BancTec	9	182880	12/24/1999
Spain	BancTec	9	2176635	1/20/1999
Sweden	BancTec	9	340328	9/15/2000
France	BancTec	9, 16	1468889	5/31/1988
Germany	BancTec	9, 16	1187674	5/7/1993
Switzerland	BancTec	9, 35, 36	P-460013	3/30/1999
Community Trademark	BancTec	9, 35, 37, 42	9808403	8/23/2011
South Korea	BancTec	9	450757	7/12/1999
Denmark	BancTec	9,35,42	02738/1999	7/27/1999
US	Bancstrip	16	1760672	3/23/93
Community Trademark	CenterVision	9	006987333	2/17/2009
US	CenterVision	9	3619725	5/12/2009
US	Check Mender	9	1243969	6/28/83
US	Claimprecise	35	4315747	4/9/13
US	Claimsasp	42	2776438	10/21/03
US	E First	9	2640332	10/22/2002
Great Britain	E First	35	2221494	8/11/2000
Benelux	E First	35	0677479	6/1/2001
Sweden	E First	35	0368151	8/20/2004
Benelux	E First	9	0676524	5/2/2001
Canada	E First	9	TMA580300	4/30/2003
France	E First	9	3011549	8/4/2000
Germany	E First	9	30018009	12/12/2000
Sweden	E First	9	0349394	10/19/2001
Italy	E First	9, 35	898388	6/24/2003

Country	Mark	Class	Registration/ Application No.	Registration /Filing Date
Norway	E First	9, 42	211468	11/1/2001
Canada	Floware	9	TMA443690	6/9/1995
Denmark	Floware	9	VR199403582	6/3/1994
Great Britain	Floware	9	1554041	12/16/1994
Sweden	Floware	9	259251	7/1/1994
US	Floware	9	1812804	12/21/93
US	Formsasp	39, 42	3404257	4/1/08
US	Gtess	35	2923256	2/1/05
US	Heatstrip	16	1668487	12/17/91
US	Heatstrip Extension	16	1187604	1/26/82
Great Britain	ImageFirst	9	1444347	5/29/1992
US	Imagefirst	9	1643464	5/7/91
US	Intelliscan	9	3124030	8/1/2006
US	Miscellaneous Design (Diamond- Eye Logo)	9	2904466	11/23/2004
US	PayCourier	9	2466765	7/3/2001
Australia	Plexus	16	483419	4/29/1985
Australia	Plexus	9	425956	12/15/1988
Denmark	Plexus	9	1033/94	2/18/1994
Germany	Plexus	9, 16, 37, 42	1016865	3/18/1981
Sweden	Plexus	9, 16	180077	2/12/1982
US	Plexus	9	1353824	8/13/1985
Great Britain	Plexus	9	1156762	6/30/1981
Great Britain	Plexus	9	1207463	11/18/1983
International	Plexus	9, 16, 37, 42	461630	6/5/1991
US	Plexus	9	1745580	1/12/93
Sweden	Privat Giro	36	0318537	10/25/1996
Great Britain	Process First	42	2184127	2/25/2000
US	Quantum 2000	9	2782672	11/11/03
US	ReadFirst	9	2366277	7/11/2000
US	Tartan	9	1314413	1/15/1985
Great Britain	Tartan	9	1215568	1/5/1984
US	Trace	9	0993861	9/24/1974
US	TurboTime	9	2905959	11/30/2004
US	XDP	9	1676641	2/25/92
US	Design	9	1697441	6/30/92
Community Trademark	BancPay	9	10666907	2/22/2012
US	iBPO	35	4209727	9/18/2012
Community Trademark	iBPO	35	10666915	2/22/2012

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RECORDED: 11/03/2014

TRADEMARK
REEL: 005393 FRAME: 0156