

Form PTO-159-4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DocuGlobal Acquisition Co., LLC

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership

Other Georgia limited liability company  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

BMO Global Capital Solutions, Inc.,  
Name: as administrative agent

Internal Address: \_\_\_\_\_  
Street Address: 111 West Monroe Street  
City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

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)  
Additional name(s) & address(s) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: June 10, 2005

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

78/457539      78/457086  
78/457847      78/457090  
78/457528      78/457069

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved: 6

7. Total fee (37 CFR 3.41) .....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-0305

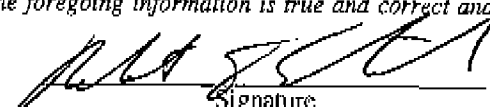
(Attach duplicate copy of this page if paying by deposit account)  
Attorney Docket No. 1600535

DO NOT USE THIS SPACE

9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and my attached copy is a true copy of the original document.*

Robert J. Schneider  
Name of Person Signing



June 13, 2005  
Date

Total number of pages including cover sheet, attachments, and document: 5

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

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TRADEMARK  
REEL: 003130 FRAME: 0325

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## TRADEMARK COLLATERAL AGREEMENT

This 10th day of June, 2005, DOCUGLOBAL ACQUISITION CO., LLC, a Georgia limited liability company ("*Debtor*"), with its principal place of business and mailing address at 5202 Brookhollow Parkway, Suite G, Norcross, Georgia 30071, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to BMO GLOBAL CAPITAL SOLUTIONS, INC. ("*BMO*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding the foregoing, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as any Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent, for the ratable benefit of the Secured Creditors, on such Intent-To-Use Applications as collateral for the Secured Obligations.

Debtor does hereby further acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DOCUGLOBAL ACQUISITION CO., LLC

By *Russell McEwen*  
Name: Russell McEwen  
Its: SVP. Acq & Finance

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BMO GLOBAL CAPITAL SOLUTIONS, INC., as  
administrative agent

~~By *[Signature]*~~  
Name: Michael P. Joyce  
Its: President

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION DATE</b>
DocuGlobal	78/457539	7/27/2004
DG Report	78/457847	7/28/2004
DG Compose	78/457528	7/27/2004
DG Collect	78/457086	7/27/2004
DG Output	78/457090	7/27/2004
DG Core	78/457069	7/27/2004

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE