

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
Image Integration Systems, Inc.		10/19/2012	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	The Director of Development of the State of Ohio
Street Address:	77 South High Street
Internal Address:	P.O. Box 1001
City:	Columbus
State/Country:	OHIO
Postal Code:	43216-1001
Entity Type:	STATE AGENCY: OHIO

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3969541	DOCUSPHERE
Registration Number:	3157002	DOCUSPHERE HOW WORK FLOWS.
Serial Number:	85572891	DOCUSPHERE

CORRESPONDENCE DATA	
Fax Number:	5135796457
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	5135621401
Email:	mhurst@kmklaw.com
Correspondent Name:	J. Michael Hurst
Address Line 1:	One East Fourth Street, Suite 1400
Address Line 4:	Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	OH5005-FI0018
NAME OF SUBMITTER:	J. Michael Hurst

OP \$90.00 3969541

Signature:	/j. michael hurst/
Date:	11/28/2012
Total Attachments: 6 source=10-24-12 executed Intellectual Property Security Agt#page1.tif source=10-24-12 executed Intellectual Property Security Agt#page2.tif source=10-24-12 executed Intellectual Property Security Agt#page3.tif source=10-24-12 executed Intellectual Property Security Agt#page4.tif source=10-24-12 executed Intellectual Property Security Agt#page5.tif source=10-24-12 executed Intellectual Property Security Agt#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*"), dated as of October 19, 2012, is made by IMAGE INTEGRATION SYSTEMS, INC., an Ohio corporation (the "*Company*"), in favor of THE DIRECTOR OF DEVELOPMENT SERVICES AGENCY (the "*Director*").

WHEREAS, as a condition precedent to the making of a loan by the Director under the Loan Agreement dated as of October 19, 2012 (the "*Loan Agreement*") between the Company and the Director, the Company has executed and delivered to the Director that certain Security Agreement dated as of October 19, 2012, made by and among the Company and the Director (the "*Security Agreement*"); and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Director a security interest in, among other property, certain intellectual property of the Company, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees with the Director as follows:

1. Grant of Security. The Company hereby pledges and grants to the Director for the benefit of the Director a security interest in and to all of the right, title and interest of the Company in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*IP Collateral*");

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "*Patents*");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Company set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Company authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Director.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Director with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

IMAGE INTEGRATION SYSTEMS,
INC.

By B. T. White
Name: BRADLEY T. WHITE
Title: PRESIDENT

AGREED TO AND ACCEPTED:

THE DIRECTOR OF
DEVELOPMENT SERVICES
AGENCY

By M. Beth Trombold
Name: Beth Trombold
Title: Assistant Director

EXHIBIT A

SCHEDULES

Schedule 1 – Issued Patents and Patent Applications

None.

Schedule 2 – Trademark Registrations and Applications

<u>Trademark/Class</u>	<u>Jurisdiction</u>	<u>Registration/ Serial No.</u>	<u>Date of Registration/ Application</u>
DOCUSPHERE (design) IC 009	U.S.	Reg. #3,969,541	Reg.: May 31, 2011
DOCUSPHERE (design) IC042	U.S.	Serial #85-572891	App. filed: March 19, 2012
DOCUSPHERE How work flows. (design) IC 009	U.S.	Reg. #3,157,002	Reg.: October 17, 2006
DOCUSPHERE	Canada	Reg. #TMA644,268	Reg.: July 13, 2005
DOCUSPHERE IC 009 & 042	EU	Reg. No. 002761138	Reg.: July 1, 2002

Schedule 3 – Copyright Registrations and Applications

Copyright	Registration Number	Registration Date
DocuSphere Workflow Version 4	TX0007539734	2011-03-09
DocuSphere Content Manager Version 4	TX0007539698	2011-03-09
DocuSphere SAP Archive Link Version 4	TX0007539707	2011-03-09

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