

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|----------------------|
| Equitrac Corporation | | 12/14/2009 | CORPORATION: FLORIDA |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------------------|
| Name: | Wells Fargo Foothill, LLC |
| Street Address: | 2450 Colorado Avenue, Ste. 3000 West |
| City: | Santa Monica |
| State/Country: | CALIFORNIA |
| Postal Code: | 90404 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 37

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 2538637 | ACOUNTRAC |
| Registration Number: | 1924461 | ALPHACOPY |
| Registration Number: | 1930175 | ALPHAFAX |
| Registration Number: | 1623315 | COPYLOG |
| Registration Number: | 3256976 | COSTDISCOVERY |
| Registration Number: | 2458794 | DEBITLOG |
| Registration Number: | 1328314 | EQUITRAC |
| Registration Number: | 2382797 | EQUITRAC |
| Registration Number: | 1324972 | EQUITRAC |
| Registration Number: | 2969982 | EQUITRAC EXPRESS |
| Registration Number: | 3034214 | EQUITRAC OFFICE |
| Registration Number: | 2969983 | EQUITRAC PAY STATION |
| Registration Number: | 3170039 | EQUITRAC PRINT TRACKING |
| Registration Number: | 2969981 | EQUITRAC PROFESSIONAL |

CH \$940.00 2538637

| | | |
|----------------------|---------|--|
| Registration Number: | 2980809 | EQUITRAC PROFESSIONAL ENTERPRISE EDITION |
| Registration Number: | 3330264 | EQUITRAC TOUCHPOINT |
| Registration Number: | 1645027 | FAXLOG |
| Registration Number: | 1892594 | FAXPOST |
| Registration Number: | 3357241 | FOLLOW-YOU PRINTING |
| Registration Number: | 2787599 | MAKE DOCUMENTS COUNT |
| Registration Number: | 1545008 | MINICONTROLLER |
| Registration Number: | 2246465 | ONETRAC |
| Registration Number: | 3472084 | PAGECOUNTER |
| Registration Number: | 2946946 | PAGECOUNTER PROFESSIONAL |
| Registration Number: | 2574764 | PAGEROUTER |
| Registration Number: | 2650987 | PARTNERDESK |
| Registration Number: | 1663979 | PRINTLOG |
| Registration Number: | 2414157 | PRINTLOG MANAGER |
| Registration Number: | 2414166 | PRINTLOG PROFESSIONAL |
| Registration Number: | 3259246 | RAPIDRETURN |
| Registration Number: | 2881766 | SCANPOST |
| Registration Number: | 3596074 | SCAN-TO-ME |
| Registration Number: | 2004910 | SMARTPROMPT |
| Registration Number: | 1998675 | SYSTEM 4 |
| Registration Number: | 2900049 | SYSTEM 4 WEB X |
| Registration Number: | 1324973 | TELETRAC |
| Registration Number: | 3332862 | TOUCHPOINT CONSOLE |

CORRESPONDENCE DATA

Fax Number: (949)720-0182
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9492266282
Email: trademark@buchalter.com
Correspondent Name: Sandra P. Thompson
Address Line 1: 18400 Von Karman, Ste. 800
Address Line 4: Irvine, CALIFORNIA 92612

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | F6384-1309 |
| NAME OF SUBMITTER: | Sandra P. Thompson |
| Signature: | /Sandra P. Thompson/ |

Date:

12/16/2009

Total Attachments: 8

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

source=Trademark Security Agreement#page7.tif

source=Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14 day of December, 2009, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Equitrac Corporation, a Florida corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed by any Grantor under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice to Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with the Security Agreement. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or

Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

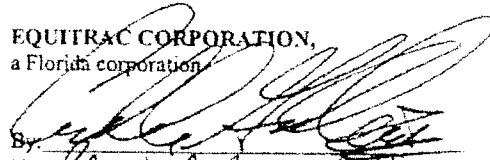
10 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EQUITRAC CORPORATION,
a Florida corporation



By: _____
Name: Angelo A. Goncajelli III
Title: Chief Financial Officer

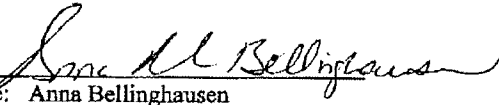
Trademark Security Agreement

TRADEMARK
REEL: 004115 FRAME: 0198

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company

By: 
Name: Anna Bellinghausen
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004115 FRAME: 0199

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications**

U.S. Trademark Registrations

| Mark | Registration No. | Registration Date |
|---|-------------------------|--------------------------|
| ACCOUNTRAC | 2538637 | 2/12/2002 |
| ALPHACOPY | 1924461 | 10/3/1995 |
| ALPHAFAX | 1930175 | 10/24/1995 |
| COPYLOG | 1623315 | 11/20/1990 |
| COSTDISCOVERY | 3256976 | 6/26/2007 |
| DEBITLOG | 2458794 | 6/5/2001 |
| EQUITRAC | 1328314 | 4/2/1985 |
| EQUITRAC | 2382797 | 9/5/2000 |
| EQUITRAC | 1324972 | 3/12/1985 |
| EQUITRAC EXPRESS | 2969982 | 7/19/2005 |
| EQUITRAC OFFICE | 3034214 | 12/27/2005 |
| EQUITRAC PAY STATION | 2969983 | 7/19/2005 |
| EQUITRAC PRINT TRACKING | 3170039 | 11/7/2006 |
| EQUITRAC PROFESSIONAL | 2969981 | 7/19/2005 |
| EQUITRAC PROFESSIONAL ENTERPRISE EDITION | 2980809 | 8/2/2005 |
| EQUITRAC TOUCHPOINT | 3330264 | 11/6/2007 |
| FAXLOG | 1645027 | 5/21/1991 |
| FAXPOST | 1892594 | 5/2/1995 |
| FOLLOW-YOU PRINTING | 3357241 | 12/18/2007 |
| MAKE DOCUMENTS COUNT | 2787599 | 11/25/2003 |
| MINICONTROLLER | 1545008 | 6/20/1989 |
| ONETRAC | 2246465 | 5/18/1999 |
| PAGECOUNTER | 3472084 | 7/22/2008 |
| PAGECOUNTER PROFESSIONAL | 2946946 | 5/3/2005 |
| PAGEROUTER | 2574764 | 5/28/2002 |
| PARTNERDESK | 2650987 | 11/19/2002 |
| PRINTLOG | 1663979 | 11/12/1991 |
| PRINTLOG MANAGER | 2414157 | 12/19/2000 |
| PRINTLOG PROFESSIONAL | 2414166 | 12/19/2000 |
| RAPIDRETURN | 3259246 | 7/3/2007 |
| SCANPOST | 2881766 | 9/7/2004 |
| SCAN-TO-ME | 3596074 | 3/24/2009 |
| SMARTPROMPT | 2004910 | 10/1/1996 |
| SYSTEM 4 | 1998675 | 9/3/1996 |
| SYSTEM 4 WEB X | 2900049 | 11/2/2004 |

Schedule to Trademark Security Agreement

BN 4912168v2

**TRADEMARK
REEL: 004115 FRAME: 0200**

| Mark | Registration No. | Registration Date |
|--------------------|------------------|-------------------|
| TELETRAC | 1324973 | 3/12/1985 |
| TOUCHPOINT CONSOLE | 3332862 | 11/6/2007 |

U.S. Trademark Applications

None.

Foreign Trademark Registrations

| Mark | Jurisdiction | Registration No. | Registration Date |
|--|--------------------|------------------|-------------------|
| EQUITRAC | Australia | 1074331 | 9/7/2005 |
| EQUITRAC | Canada | TMA485173 | 11/3/1997 |
| EQUITRAC EXPRESS | Canada | TMA663481 | 4/28/2006 |
| EQUITRAC OFFICE | Canada | TMA668382 | 7/20/2006 |
| EQUITRAC PROFESSIONAL | Canada | TMA663471 | 4/28/2006 |
| EQUITRAC PROFESSIONAL ENTERPRISE EDITION | Canada | TMA663482 | 4/28/2006 |
| MORAL SUASION | Canada | TMA547055 | 6/22/2001 |
| PARTNERDESK | Canada | TMA547054 | 6/22/2001 |
| PARTNERSERVER | Canada | TMA547056 | 6/22/2001 |
| EQUITRAC | European Community | 4537999 | 8/30/2007 |
| EQUITRAC EXPRESS | European Community | 4537536 | 7/27/2006 |
| EQUITRAC OFFICE | European Community | 4538716 | 7/27/2006 |
| EQUITRAC PROFESSIONAL | European Community | 4537874 | 7/27/2006 |
| EQUITRAC PROFESSIONAL ENTERPRISE EDITION | European Community | 4537353 | 8/30/2007 |
| MAKE DOCUMENTS COUNT | European Community | 2677193 | 10/30/2003 |
| SCAN-TO-ME | European Community | 6522131 | 11/21/2008 |
| EQUITRAC | France | 96/608643 | 7/12/1996 |
| EQUITRAC | Germany | 39604733 | 2/2/1996 |
| EQUITRAC | Hong Kong | 199702259 | 2/2/1996 |
| EQUITRAC | Ireland | 170225 | 2/5/1996 |
| EQUITRAC | United Kingdom | 1207566 | 11/21/1983 |
| EQUITRAC | Russia | 2005717930 | 7/20/2005 |
| EQUITRAC | South Africa | 2005/14355 | 7/13/2005 |

Foreign Trademark Applications

None.

Trademark Licenses

None.

Schedule to Trademark Security Agreement

BN 4912168v2