

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
Equitrac Corporation		12/14/2009	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Brookside Mezzanine Fund II, L.P., as Agent
Street Address:	80 Field Pont Road
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED PARTNERSHIP: 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

900150142

**TRADEMARK
 REEL: 004115 FRAME: 0568**

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: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	15833/002
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/

TRADEMARK

REEL: 004115 FRAME: 0569

Date:

12/17/2009

Total Attachments: 7

source=Trademark Secuirty Agreement Eqitrac#page1.tif

source=Trademark Secuirty Agreement Eqitrac#page2.tif

source=Trademark Secuirty Agreement Eqitrac#page3.tif

source=Trademark Secuirty Agreement Eqitrac#page4.tif

source=Trademark Secuirty Agreement Eqitrac#page5.tif

source=Trademark Secuirty Agreement Eqitrac#page6.tif

source=Trademark Secuirty Agreement Eqitrac#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of December, 2009, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Brookside Mezzanine Fund II, L.P., a Delaware limited partnership, in its capacity as agent for the Lender Group (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, 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, 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, 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, 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, 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, providing Letter of Credit Collateralization) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. 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 NEW YORK.

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 NEW YORK, STATE OF NEW YORK; 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. Concaralli III

Title: Chief Financial Officer

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004115 FRAME: 0574

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BROOKSIDE MEZZANINE FUND II, L.P.,
a Delaware limited partnership

By: Brookside Mezzanine Partners II, LLC,
its General Partner

By: Corey Sclar
Name: Corey Sclar
Title: Managing Director

[TRADEMARK SECURITY AGREEMENT]

**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

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.