

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Collateral Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
SO Acquisition, LLC (n/k/a Scan-Optics, LLC)	08/05/2005

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	227 West Trade Street
Internal Address:	Suite 1400
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	4097847
Patent Number:	4120049
Patent Number:	4122443
Patent Number:	4171129
Patent Number:	4385758
Patent Number:	4524963
Patent Number:	4628532
Patent Number:	6970267

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8008339848

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

PATENT

500264071

REEL: 019193 FRAME: 0525

CH \$320.00 4097847

Address Line 2:	6th Floor
Address Line 4:	Albany, NEW YORK 12207

ATTORNEY DOCKET NUMBER:	CSC # 862820
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NAME OF SUBMITTER:	Matthew Mayer
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Total Attachments: 3
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PATENT COLLATERAL SECURITY AGREEMENT

THIS PATENT COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between SO ACQUISITION, LLC (n/k/a SCAN-OPTICS, LLC), a Delaware limited liability company ("Grantor"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent (in such capacity, the "Agent") for itself and the financial institutions party to the Credit Agreement referenced below.

WHEREAS, Grantor has adopted, used and is using, and is the sole owner of the patents set forth on Schedule 1 hereof (collectively, the "Patents");

WHEREAS, under the terms of, and as a condition precedent to the effectiveness of, that certain Credit Agreement, dated as of August 5, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as borrower thereunder, the subsidiaries of the Borrower from time to time guarantors thereunder, the lenders signatory thereto (together with the any other financial institutions from time to time lenders thereunder, collectively, the "Lenders"), and Agent, the Grantor entered into the Security Agreement dated as of even date therewith (the Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including the Patents; and


WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the

benefit of the Lenders, a continuing security interest and lien in and to the Patents and all registrations and applications for registrations of the Patents, including the registrations and applications identified on Schedule 1, together with all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof and together with all of Grantor's right to sue and recover for infringement of the Patents, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

SO ACQUISITION, LLC

By: 
Name: Paul M Yantus
Title: Chief Executive Officer

SCHEDULE 1
TO
PATENT COLLATERAL SECURITY AGREEMENT

<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner (s)</u>	<u>Title</u>
4,097,847	6/27/1978	Scan-Optics, Inc.	Multi-font optical character recognition apparatus
4,120,049	10/10/1978	Scan-Optics, Inc.	Line memory
4,122,443	10/24/1978	Scan-Optics, Inc.	Character position detector
4,171,129	10/16/1979	Scan-Optics, Inc.	Document transport
4,385,758	5/31/1983	Scan-Optics, Inc.	Bead chain stacker
4,524,963	6/25/1985	Scan-Optics, Inc.	Document handling device
4,628,532	12/9/1986	Scan-Optics, Inc.	Alphanumeric handprint recognition
6,970,267	11/29/2005	Scan-Optics, Inc.	Gray scale optical mark reader

Patents Pending with U.S. Patent
and Trademark Office

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s) Title</u>
N/A		

NY361104.1/2047-12419