

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Total Image Specialists, LLC	08/01/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Prism Mezzanine Fund SBIC, L.P.
<b>Street Address:</b>	444 North Michigan Avenue
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60611
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5102710
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)902-1061
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-577-8034
<b>Email:</b>	oscar.ruiz@kattenlaw.com
<b>Correspondent Name:</b>	Oscar Ruiz
<b>Address Line 1:</b>	525 W Monroe
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	332869-16
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz
<b>Total Attachments: 5</b>	
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**CH \$40.00 5102710**

**PATENT**

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 1, 2007, is between TOTAL IMAGE SPECIALISTS, LLC, a Delaware limited liability company (the "Grantor") and PRISM MEZZANINE FUND SBIC, L.P., a Delaware limited partnership ("Grantee"; Grantee together with each of the other holders of Notes (as defined in the Credit Agreement defined below), if any, that becomes a party to the Note Purchase Agreement (defined below) are sometimes referred to herein collectively as the "Purchasers" and individually as a "Purchaser").

### RECITALS

**WHEREAS**, Grantor owns any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing ("Patents") listed on **Schedule 1** annexed hereto, and is a party to the Patent licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor, as Borrower, has entered into that certain Note Purchase Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), with Purchasers, providing for extensions of credit and other financial accommodations to be made to Borrower; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Purchasers, Grantor has granted to Purchasers a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent registrations, Patent applications and Patent licenses, and all proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Purchasers a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent, Patent registration and Patent application, including, without limitation, the Patents, Patent registrations (together with any reissues, continuations or extensions thereof) and Patent applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, Patent registration and Patent application;

(2) each Patent license including without limitation each Patent license listed on **Schedule 1** annexed hereto; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or Patent registration including, without limitation, the Patents and Patent registrations referred to in **Schedule 1** annexed hereto, the Patent registrations issued with respect to the Patent applications referred in **Schedule 1** and the Patent licensed under any Patent license, or any Patent, Patent registration or Patent licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to Purchasers pursuant to the Security Agreement and is not intended to increase the rights of Purchasers or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Purchasers with respect to the security interest in the Patent 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.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**TOTAL IMAGE SPECIALISTS, LLC, a  
Delaware limited liability company**

By:   
Name: William F. Haan  
Title: Manager

Acknowledged:

**PRISM MEZZANINE FUND SBIC, L.P.**

By: PMF Partners SBIC, LLC, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

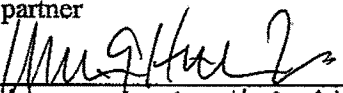
**TOTAL IMAGE SPECIALISTS, LLC, a**  
Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**PRISM MEZZANINE FUND SBIC, L.P.**

By: PMF Partners SBIC, LLC, its general  
partner

By:   
Name: WILLIAM G. HARLAN, JR.  
Its: PRINCIPAL

Schedule 1 to Patent Security Agreement

U.S. PATENT REGISTRATIONS

MARK

REG. NO.

DATE

Duraform

5,102,710

April 7, 1992

FOREIGN PATENT REGISTRATIONS

U.S. PATENT APPLICATIONS

FOREIGN PATENT APPLICATIONS

PATENT LICENSES

Name of Agreement

Parties

Date of Agreement