

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		01/31/2005	CORPORATION:
Clover Technologies Group, LLC		01/31/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76390013	IMAGE BRITE	
<b>Registration Number:</b>	2642478	IMAGE EXCELLENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)521-2875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-521-2775		
<b>Email:</b>	asacharoff@muchshelist.com		
<b>Correspondent Name:</b>	Much Shelist Freed Denenberg Ament & Rub		
<b>Address Line 1:</b>	191 N Wacker Drive, Suite 1800		
<b>Address Line 2:</b>	Adam Sacharoff		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	000143.0009		
<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff		

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Signature:	/aks/
Date:	11/03/2005
<b>Total Attachments: 9</b> source=TM Security Agreement#page1.tif source=TM Security Agreement#page2.tif source=TM Security Agreement#page3.tif source=TM Security Agreement#page4.tif source=TM Security Agreement#page5.tif source=TM Security Agreement#page6.tif source=TM Security Agreement#page7.tif source=TM Security Agreement#page8.tif source=TM Security Agreement#page9.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2005, is entered into by and between JPMORGAN CHASE BANK, N.A. (successor by merger to Bank One, NA (Main Office Chicago)), a national banking association ("**Lender**"), and CLOVER EU, LLC, a Delaware limited liability company, CLOVER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company, CLOVER PURCHASING LLC (t/b/k/a Dataproducts USA LLC), a Delaware limited liability company and CLOVER HOLDINGS INC., an Illinois corporation (collectively, "**Borrower**").

WHEREAS, Borrower has adopted and is using the marks shown in the attached Schedule A (the "**Marks**"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Lender pursuant to (i) a certain Amended and Restated Credit Agreement, dated the date hereof, between Lender and Borrower and (ii) a certain Amended and Restated Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "**Agreements**"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks and the registrations and applications therefor.

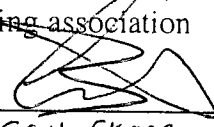
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks and registrations and applications therefor, which security interest shall secure all the Obligations (as defined in the Agreements) and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the security interest granted hereby is more fully set forth in the Agreements.

[Signature pages follow]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A (successor by merger to Bank One, NA (Main Office Chicago)), a national banking association

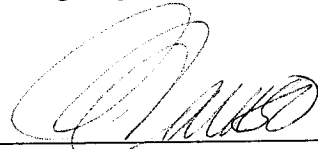
By:   
Print Name: Carl Skoog  
Title: First Vice President

[Signatures continue on following page]

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COUNTY OF COOK        )

On this \_\_\_\_\_, 2005, before me personally came Carl Skoog, to me known, who, being by me duly sworn, did depose and say that he is a First Vice President of **JPMorgan Chase Bank, N.A.** (successor by merger to Bank One, NA (Main Office Chicago)), the national banking association described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said association.



\_\_\_\_\_  
Notary Public



**CLOVER TECHNOLOGIES GROUP, LLC**

By: James J. Cerbleski  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**CLOVER PURCHASING LLC (t/b/k/a  
DATAPRODUCTS USA LLC)**

By: James J. Cerbleski  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**CLOVER HOLDINGS INC.**

By: James J. Cerbleski  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CLOVER EU, LLC**

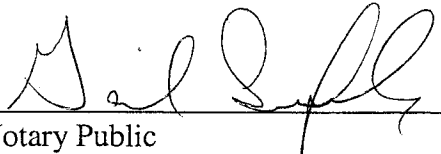
By: James J. Cerbleski  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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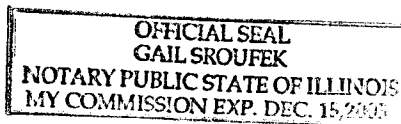
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: ss.:  
COUNTY OF COOK )

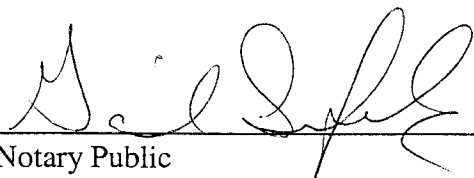
On this \_\_\_\_\_, 2005, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of **Clover Technologies Group, LLC**, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

  
\_\_\_\_\_  
Notary Public

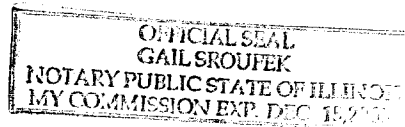
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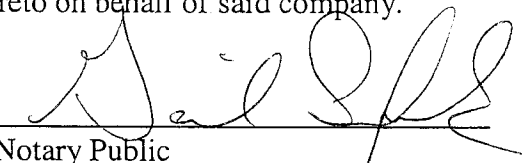
On this \_\_\_\_\_, 2005, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of **Clover Purchasing LLC (t/b/k/a Dataproducts USA LLC)**, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
: ss.:  
COUNTY OF COOK )



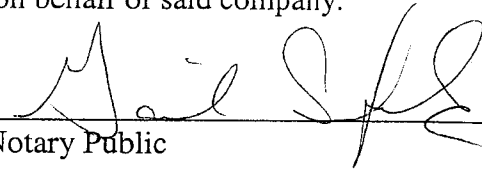
On this \_\_\_\_\_, 2005, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of **Clover Holdings Inc.**, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS )  
: ss.:  
COUNTY OF COOK )

On this \_\_\_\_\_, 2005, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of **Clover EU, LLC**, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

  
\_\_\_\_\_  
Notary Public



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None



SCHEDULE A  
To Trademark Security Agreement

**I. UNITED STATES**

**A. U.S. TRADEMARK REGISTRATIONS**

Clover Technologies Group, LLC

- a) IMAGE BRITE Serial No. 76/390,013. Publication date: 10/15/02.
- b) IMAGE EXCELLENCE Serial No. 76/315,583; Reg. No. 2,642,478.  
Publication date 8/6/02.

Clover Purchasing LLC

DIVISION	MARK/USE	CLASS OF GOODS	U.S. REGISTRATION NUMBER	U.S. REGISTRATION DATE	Country
U.S. Supplies	Ink Station/brand for printer supplies	IC 2	2754226	8/19/03	USA
U.S. Supplies	Ink Station & Design/brand for printer supplies	IC 2	2762671	9/9/03	USA
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9, US 26	1366402	10/22/85	USA, Austria, Benelux, Canada, China, France, Germany, Hong Kong, Ireland, Italy, Japan, Mexico, Singapore, UK
U.S. Supplies	Dataproducts/brand for printer supplies	IC 1. 2. 9. 16 IS 21. 23. 26	2022725	12/17/96	USA

Clover EU, LLC

Inc.

Clover Holdings Inc.

None.

**B. U.S. TRADEMARK APPLICATIONS**

Clover Technologies Group, LLC

None.

Clover Purchasing LLC

None.

Clover EU, LLC

None.

Clover Holdings Inc.

None.

**II. FOREIGN**

**A. FOREIGN TRADEMARK REGISTRATIONS**

Clover Technologies Group, LLC

None.

Clover Purchasing LLC

DIVISION	MARK/USE	CLASS OF GOODS	U.S. REGISTRATION NUMBER	U.S. REGISTRATION DATE	Country
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9, US 26	1366402	10/22/85	USA, Austria, Benelux, Canada, China, France, Germany, Hong Kong, Ireland, Italy, Japan, Mexico,

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**TRADEMARK**

**REEL: 003186 FRAME: 0703**

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None.

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None.

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None

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DIVISION	MARK/USE	CLASS OF GOODS	U.S. REGISTRATION NUMBER	U.S. REGISTRATION DATE	Country
					Singapore, UK

Clover EU, LLC

None.

Clover Holdings Inc.

None.

**B. FOREIGN TRADEMARK APPLICATIONS**

Clover Technologies Group, LLC

None.

Clover Purchasing LLC

None.

Clover EU, LLC

None.

Clover Holdings Inc.

None.

Country:  
Austria  
Canada  
France  
Germany  
Ireland  
Japan  
UK