

**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>
TT Acquisition LLC		05/17/2005	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>	60606		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78268138	LIFEPRINT	
<b>Serial Number:</b>	78268136	LIFEPRINT IMAGING PRODUCTS FOR LIFE	
<b>Serial Number:</b>	78250026	LIFEPRINT	
<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>	0001430.0009		
<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff		

CH \$90.00 78268138

Signature:	/aks/
Date:	11/03/2005
<b>Total Attachments: 6</b> source=TT Security Agreement#page1.tif source=TT Security Agreement#page2.tif source=TT Security Agreement#page3.tif source=TT Security Agreement#page4.tif source=TT Security Agreement#page5.tif source=TT Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of May 17, 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 TT ACQUISITION LLC, a Delaware limited liability company ("TT").

**WHEREAS**, TT 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**, TT, jointly and severally with Clover Holdings Inc., an Illinois corporation, Clover Technologies Group, LLC, a Delaware limited liability company, Dataproducts USA LLC, a Delaware limited liability company and Clover EU, LLC, a Delaware limited liability company (collectively, the "**Borrower**"), is obligated to Lender pursuant to (i) a certain Amended and Restated Credit Agreement, dated as of January 31, 2005, between Lender and Borrower, as amended by a certain First Amendment to Amended and Restated Credit Agreement, dated as of February 25, 2005, as amended by a certain Second Amendment to Amended and Restated Credit Agreement, dated of even date herewith and (ii) a certain Amended and Restated Security Agreement, dated as of January 31, 2005, 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, TT is granting to Lender a security interest in the Marks and the registrations and applications therefor.

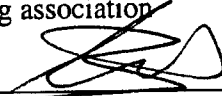
**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, TT does hereby assign unto Lender and grant to Lender a security interest in and to the Marks and registrations and applications therefor, which security interest shall secure all the Obligations (as defined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

TT 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.

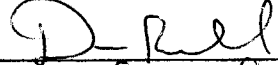
**JPMORGAN CHASE BANK, N.A** (successor by merger to Bank One, NA (Main Office Chicago)), a national banking association

By:   
Print Name: CARL E. SKOPE  
Title: Exec. Vice President

[Signatures continue on following page]

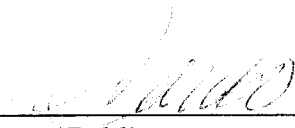
Signature page to Trademark Security Agreement

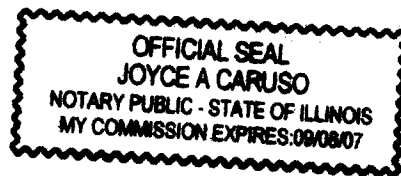
**TT ACQUISITION LLC**

By:   
Print Name: Dan Kuhl  
Title: CFO

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

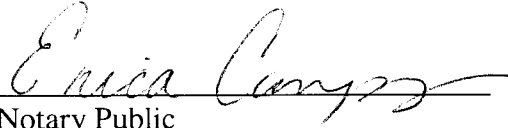
On this \_\_\_\_\_, 2005, before me personally came Carl Skoog, to me known, who, being by me duly sworn, did depose and say that he is a First Vice President of **JPMorgan Chase Bank, N.A.** (successor by merger to Bank One, NA (Main Office Chicago)), the national banking association described in and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

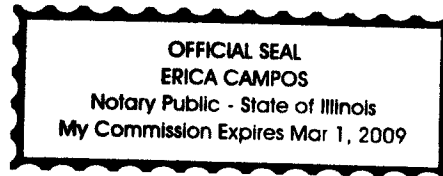
  
\_\_\_\_\_  
Notary Public



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

On this May 17, 2005, before me personally came Dan Kohl, to me known, who, being by me duly sworn, did depose and say that s/he is the CFO of **TT Acquisition 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



SCHEDULE A  
To Trademark Security Agreement

**I. UNITED STATES**

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

<b>REGISTRAR</b>	<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
TT Acquisition LLC	Lifeprint	78268138	June 27, 2004
TT Acquisition LLC	Lifeprint Imaging Products for Life	78268136	June 27, 2003
TT Acquisition LLC	Lifeprint	78250026	May 15, 2003