

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DocuForce Financial Corp.		12/23/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Administrative Agent		
Street Address:	75 East Trimble Road		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Bank: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78625346	ON SITE E-DISCOVERY	
Serial Number:	78625805	ESQ3	
Serial Number:	78625278	ELECTRONIC EVIDENCE LABS	
Serial Number:	78625233	DISCOVERY COUNSEL	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8736		
Email:	kristine.ouimet@bingham.com		
Correspondent Name:	Kristine L. Ouimet		
Address Line 1:	150 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	0264984.316523		
NAME OF SUBMITTER:	Kristine L. Ouimet		

OP \$115.00 78625346

Signature:	/Kristine L. Ouimet/
Date:	12/29/2005
Total Attachments: 12 source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif source=Intellectual Property Security Agreement#page5.tif source=Intellectual Property Security Agreement#page6.tif source=Intellectual Property Security Agreement#page7.tif source=Intellectual Property Security Agreement#page8.tif source=Intellectual Property Security Agreement#page9.tif source=Intellectual Property Security Agreement#page10.tif source=Intellectual Property Security Agreement#page11.tif source=Intellectual Property Security Agreement#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2005, is entered into by and between **ON-SITE SOURCING, INC.**, a Delaware corporation, **DOCUFORCE FINANCIAL CORP.**, a Delaware corporation (collectively, hereinafter, together with their respective successors in title and assigns, called the "**Grantor**"), and **COMERICA BANK**, a bank organized under the laws of the State of Michigan, as administrative agent for the Secured Parties (as hereinafter defined) (hereinafter, together with its successors in title and assigns, called the "**Administrative Agent**").

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of the date hereof, by and among On-Site Sourcing, Inc. (the "**Borrower**"), DocuForce Financial Corp., the financial institutions party thereto from time to time (collectively, the "**Lenders**") and the Administrative Agent (as amended, modified, supplemented or restated and in effect from time to time, the "**Credit Agreement**"), the Lenders have agreed to make advances and provide other Credit Extensions to the Borrower (collectively, the "**Advances**").

B. In order to induce the Lenders to enter into the Credit Agreement and other Loan Documents and to make Advances and other Credit Extensions to the Borrower upon the terms and subject to the conditions contained in the Credit Agreement, each Grantor has agreed, upon the terms contained in the Credit Agreement, to grant to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of the Grantor in order to secure all of the Loan Obligations (as hereinafter defined).

C. The Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Credit Agreement and the Security Agreement, dated as of the date hereof, by and among the Grantor, certain affiliates of the Grantor party thereto, and the Administrative Agent (as amended, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property Collateral”** shall mean all of the right, title and interest of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks and all Trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(v) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Trademark, Trademark license, Patent, Patent license, Copyright and Copyright License; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark license, (B) injury to any goodwill associated with any Trademark or any Trademark licensed under any Trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, or (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license.

(b) **“Credit Agreement”** and **“Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Loan Obligations”** shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Advances, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Loan Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the right, title and interest of the Grantor to, in and under the Intellectual Property Collateral.

3. **Representations and Warranties.** The Grantor represents and warrants to the Administrative Agent that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Trademark, Trademark application, registered Patent, Patent application, registered Copyright or Copyright application, **except** as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Administrative Agent on, the Grantor's Patents, Trademarks and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Covenants.** The Grantor covenants and agrees with the Administrative Agent as follows:

(a) In the event that the Grantor shall file any application for the registration of any Trademark, Patent or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other jurisdiction, domestic or foreign, the Grantor shall (i) notify the Administrative Agent promptly in writing of the filing of any such application, and (ii) promptly upon request of the Administrative Agent, execute and deliver to the Administrative Agent a supplement hereto (in form and substance reasonably satisfactory to the Administrative Agent) to evidence Administrative Agent's security interests in and Liens upon such Trademark, Patent or Copyright, and all of the general intangibles of the Grantor relating thereto or represented thereby.

(b) The Grantor shall take all actions necessary or appropriate to maintain and pursue each such application, to obtain the relevant registration and to maintain the registration of each of the Trademarks, Patents and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except, in each case, as otherwise permitted or provided by the Security Agreement or otherwise consented to by the Administrative Agent.

(c) In the event that the Grantor shall become aware that any of the Intellectual Property Collateral owned by the Grantor is infringed upon, or misappropriated or diluted by any third party, the Grantor shall, unless the Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take all appropriate action, which may include suing for infringement, misappropriation or dilution to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other action as the Administrative Agent shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Credit Agreement and the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement, the Credit Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Credit Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Credit Agreement and the Security Agreement, then the terms and conditions of the Credit Agreement and the Security Agreement shall prevail.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Loan Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Loan

Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and **not** so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination.** Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

9. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN. EACH OF THE GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE DETROIT, MICHIGAN. EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE ADMINISTRATIVE AGENT OR THE GRANTOR, **EXCEPT** BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

10. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property Collateral or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor

shall reimburse the Administrative Agent for all of the costs and expenses thereof on demand by the Administrative Agent.

11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

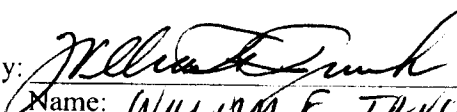
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

****Signature Page to Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

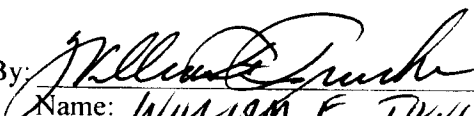
Grantor:

DOCUFORCE FINANCIAL CORP.

By: 
Name: WILLIAM F TRUCHAN
Title: CFO/TREASURER

Grantor:

ON-SITE SOURCING, INC.

By: 
Name: WILLIAM F TRUCHAN
Title: CFO/TREASURER

The Administrative Agent:

COMERICA BANK

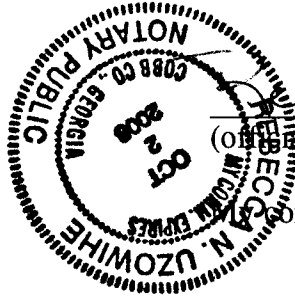
By: _____
Name: Timothy G. Clifford
Title: Senior Vice President

****Signature Page to Intellectual Property Security Agreement****

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OR STATE OF GEORGIA)
)
COUNTY FULTON)

On this 17th day of December, 2005, before me, the undersigned notary public, personally appeared William F. Truchan, proved to me through satisfactory evidence of identification, which were drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as CFO and Treasurer, for Docuforce Financial Corp., a Delaware corporation); and (as CFO and Treasurer, for On-Site Sourcing, Inc., a Delaware corporation).



Rebecca N. Uzowike
(official signature and seal of notary)

Commission expires: October 2, 2008

IN WITNESS WHEREOF, the Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

Grantor:

DOCUFORCE FINANCIAL CORP.

By: _____

Name:

Title:

Grantor:

ON-SITE SOURCING, INC.

By: _____

Name:

Title:

The Administrative Agent:

COMERICA BANK

By:  _____

Name: Timothy G. Clifford

Title: Senior Vice President

****Signature Page to Intellectual Property Security Agreement****

SCHEDULE I

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS.

<u>Company</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
On-Site Sourcing, Inc.	DocuForce	2,845,746	05/25/2004

II. TRADEMARK APPLICATIONS.

<u>Company</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
DocuForce Financial Corp.	On Site E-Discovery	78/625346	05/09/2005
DocuForce Financial Corp.	ESQ ³	78/625805	05/09/2005
DocuForce Financial Corp.	Electronic Evidence Labs	78/625278	05/09/2005
DocuForce Financial Corp.	Discovery Counsel	78/625233	05/09/2005

III. TRADEMARK LICENSES.

<u>Company</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			

SCHEDULE II

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS.

<u>Company</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
On-Site Sourcing, Inc.	System and methods for tracking copy count information from a plurality of photocopy machines	6,026,380	02/15/2000

II. PATENT APPLICATIONS.

<u>Company</u>	<u>Patent Application No.</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

III. PATENT LICENSES.

<u>Company</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS.

<u>Company</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS.

<u>Company</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES.

<u>Company</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.