

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clover Technologies Group, LLC		04/13/2006	LIMITED LIABILITY COMPANY: DELAWARE
Dataproducts USA LLC		04/13/2006	LIMITED LIABILITY COMPANY: DELAWARE
TT Acquisition LLC		04/13/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Charter One Bank, N.A., as Administrative Agent
Street Address:	71 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2870117	IMAGE BRITE
Registration Number:	2642478	IMAGE EXCELLENCE
Registration Number:	2754226	INK STATION
Registration Number:	2762671	INK STATION
Registration Number:	1366402	DATAPRODUCTS
Registration Number:	2022725	DATAPRODUCTS
Registration Number:	1030613	DP DATAPRODUCTS
Registration Number:	2973471	LIFEPRINT IMAGING PRODUCTS FOR LIFE
Registration Number:	2973315	LIFEPRINT
Registration Number:	2973472	LIFEPRINT

OP \$265.00 2870117

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5842.002
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/14/2006

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 13th day of April, 2006, by CLOVER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company, TT Acquisition LLC, a Delaware limited liability company, and DATAPRODUCTS USA LLC, a Delaware limited liability company (each a "**Grantor**" and collectively "**Grantors**"), in favor of CHARTER ONE BANK, N.A. in its capacity as administrative agent under the Loan Agreement described below ("**Agent**") with an office at 71 South Wacker Drive, Suite 2900, Chicago, Illinois 60606:

W I T N E S S E T H

WHEREAS, Grantors, Agent and the Lenders party thereto are parties to a certain Loan and Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lenders to, from time to time, extend credit to or for the account of Grantors and (ii) for the grant by each Grantor to Agent, on behalf of Lenders, of a security interest in certain of such Grantor's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, each Grantor hereby grants to Agent, on behalf of Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in such Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, 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 (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantors' business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Grantor warrants and represents to Agent that:

(i) no registered Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each registered Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by such Grantor not to sue third persons;

(iii) such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) such Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, such Grantor shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Each Grantor represents and warrants that, based on a diligent investigation by such Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Grantor. If, before the Liabilities shall have been satisfied in full (other than contingent indemnification obligations that survive the termination of the Financing Agreements) or before the Financing Agreements have been terminated, any Grantor shall (i) become aware of any existing Trademarks of which such Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Grantor shall give to Agent prompt written notice thereof. Each Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such federally registered Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. Each Grantor agrees that upon the occurrence of and during the continuance of an Event of Default, the use by Agent or any Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to any Grantor.

7. Product Quality. Grantors agree to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of and during the continuance of an Event of Default, Grantors agree that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantors under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities (other than contingent indemnification obligations that survive the termination of the Financing Agreements) and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent or any Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantors and until paid shall constitute Liabilities.

10. Duties of Grantors. Grantors shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, as commercially reasonable, until the Liabilities (other than contingent indemnification obligations that survive the termination of the Financing Agreements) shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantors' obligations under this Section 10 shall be borne by Grantors.

11. Lender's Right to Sue. After an Event of Default has occurred and is continuing, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent or any Lender shall commence any such suit, each Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantors shall

promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantors and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's or any Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and the Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements have been terminated. Grantors acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantors and their respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

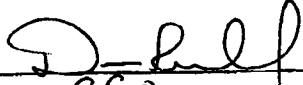
18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.


20. Survival of Representations. All representations and warranties of Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Grantors have duly executed this Security Agreement as of the date first written above.

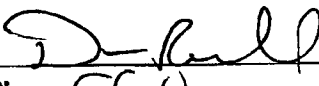
CLOVER TECHNOLOGIES GROUP, LLC, as a Grantor

By: 
Title: CFO

DATAPRODUCTS USA LLC, as a Grantor

By: 
Title: CFO

TT ACQUISITION LLC, as a Grantor

By: 
Title: CFO

Agreed and Accepted
As of the Date First Written Above

CHARTER ONE BANK, N.A.

By _____
Title _____

IN WITNESS WHEREOF, Grantors have duly executed this Security Agreement as of the date first written above.

CLOVER TECHNOLOGIES GROUP, LLC, as a Grantor

By: _____
Title: _____

DATAPRODUCTS USA LLC, as a Grantor

By: _____
Title: _____

TT ACQUISITION LLC, as a Grantor

By: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

CHARTER ONE BANK, N.A.

By B-D Clegg
Title Vice President

Schedule A to Trademark Security Agreement

Clover Technologies Group, LLC

1. Registered Trademarks:

- a) IMAGE BRITE Serial No. 76/390,013. Publication date: 10/15/02.
Registration No. 2,870,117. Registration Date 8/3/04.
- b) IMAGE EXCELLENCE Serial No. 76/315,583. Publication date 8/6/02.
Registration. No. 2,642,478. Registration Date 10/29/02.

Dataproducs USA LLC

1. Registered Trademarks:

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	Dataproducs & 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	Dataproducs/brand for printer supplies	IC 1. 2. 9. 16 IS 21. 23. 26	2022725	12/17/96	USA

DIVISION	MARK/USE	CLASS OF GOODS	U.S. REGISTRATION NUMBER	U.S. REGISTRATION DATE	COUNTRY
U.S. Supplies	DP Dataproducts (stylized)/compute output printer	IC 9	1,030,613	1/20/76	USA

TT Acquisition LLC

1. Trademarks:

(a) LIFEPRINT IMAGING PRODUCTS FOR LIFE

USPTO Filing Date: June 27, 2003

Serial Number: 78/268136

Registration No. 2,973,471

Registered July 19, 2005

(b) LIFEPRINT

USPTO Filing Date: July 20, 2004

Serial Number: 78/250026

Registration No. 2,973,315

Registered July 19, 2005

(c) LIFEPRINT

USPTO Filing Date: July 27, 2004

Serial Number: 78/268138

Registration No. 2,973,472

Registered July 19, 2005