Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office		
RECORDATION FO			
TRADEMARKS ONLY			
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)		
TRIALGRAPHIX, INC.	Additional names, addresses, or citizenship attached? No Name: Wachovia Bank, National Association		
Individual(s) Association	Internal Address:		
General Partnership Limited Partnership	Street Address: 225 Water Street		
Corporation- State: Florida  Other	City: Jacksonville		
CitIzenship (see guldelines)	State: Florida		
Additional names of conveying parties attached?	Country: USA Zip: 32202  X Association Citizenship United States		
3. Nature of conveyance )/Execution Date(s) :	General Partnership Clitzenship		
Execution Date(s) August 3, 2006	Limited Partnership Citizenship Corporation Citizenship		
Assignment Merger	OtherCitizenship		
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No		
Other	(Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and identification or description of the Trademark.  A. Trademark Application No.(s)  B. Trademark Registration No.(s)			
	1,740,126		
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached?		
	date if Application of Tregistration Number is allichown).		
TRIALGRAPHIX			
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Thomas P. Angelo	6. Total number of applications and registrations involved:		
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440.00		
Angelo & Banta, P.A.	Authorized to be charged by credit card		
Street Address:515 Fast Las Olas Boulevard Suite 850	Authorized to be charged to deposit account Enclosed		
City: Fort Lauderdale	8. Payment Information:		
State: Florida Zip: 33301	a. Credit Card Last 4 Numbers 9971 Expiration Date 08/07		
Phone Number: (954) 766-9930 Fax Number: (954) 766-9937	b. Deposit Account Number		
Fax Number: (954) 766-9937  Email Address: daf@angelolaw.com_	Authorized User Name		
<del>Sig</del> nature	<u>08/21/2006</u> Date		
Thomas P. Angelo	Total number of pages including cover		
Name of Person Signing sheet, ettachments, and document:			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or malled to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1460

# Additional Sheet - Recordation Form Cover Sheet

# Section 4B - Additional Trademark Registration No.(s)

Trademark	Trademark Registration Number	Date of Registration
TRIALLÖĞIX	2,090,110	August 19, 1997
IBRIEF	2,508,252	November 13, 2001
EXHIBITOR	3,096,027	May 23, 2006

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 3, 2006, by TRIALGRAPHIX, INC., a Florida corporation (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION (in such capacity, the "Lender").

#### **RECITALS**

- A. The Grantor and its subsidiaries have entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which such Lender has agreed to make a term loan to Grantor in the principal face amount of \$18,000,000.00 and a revolving line of credit to Grantor in the original face amount of \$8,000,000.00 (collectively, the "Loan") for the purposes set forth in that certain Loan Agreement.
- B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lenders are secured.
- C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.
- D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

TRADEMARK REEL: 003374 FRAME: 0243 <u>Schedule 1</u> annexed hereto, any trademark issued pursuant to a trademark application referred to in <u>Schedule 1</u> and any trademark licensed under any trademark license listed on <u>Schedule 1</u> annexed hereto (items 1 through 3 being herein collectively referred to as the "<u>Trademark Collateral</u>").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[Signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TRIALGRAPHIX INC., a Florida

corporation

Acknowledged:

WACHOVIA BANK, NATIONAL ASSOCIATION

By:

atts, Assistant Vice President

STATE OF FLORIDA

) 53

COUNTY OF MIAMI-DADE

day of August, 2006, before me personally appeared Steven Stolberg, as On this 🔰 CEO of TRIALGRAPHIX, INC., a Florida corporation, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

KEILA M. CADENAS

Commission # DD0229193

Expires 7/6/2007 Bonded through 432-4254) Florida Notary Assn., Inc.

Signature Page to Trademark Security Agreement

> TRADEMARK REEL: 003374 FRAME: 0245

# SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT

### Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Registration Number	Date of Registration
TRIALGRAPHIX	1,740,126	December 15, 1992
TRIALLOGIX	2,090,110	August 19, 1997
IBRIEF	2,508,252	November 13, 2001
EXHIBITOR	3,096,027	May 23, 2006

TRADEMARK REEL: 003374 FRAME: 0246