

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement to that certain Second Lien Credit Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SkyWire Holdings, LLC		02/23/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P.
Street Address:	600 E. Las Colinas Boulevard, Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2149598	ACCESSCOMMANDER
Registration Number:	2824404	BILLS2GO
Registration Number:	2196442	DOCUCORP
Registration Number:	2770793	DOCUCORP
Registration Number:	2246722	DOCUCREATE
Registration Number:	1363108	DOCUFLEX
Registration Number:	2763488	DOCUFLEX
Registration Number:	2241313	DOCUGRAPH
Registration Number:	2422095	SAFE HARBOR
Registration Number:	2514087	DOCUMAKER
Registration Number:	2909381	DOCUMANAGE
Registration Number:	1662330	DOCUMERGE
Registration Number:	2676022	DOCUPRESENTMENT

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Registration Number:	2676023	DOCUPRESENTMENT PLUS
Registration Number:	2155167	DOCUSAVE
Registration Number:	1849126	DOCUSOLVE
Registration Number:	2243847	DOCUTOOLBOX
Registration Number:	2152721	DOCUVIEW
Registration Number:	2164335	DOCUWORD
Registration Number:	1409321	FORMMAKER
Registration Number:	2702926	IENTRY
Registration Number:	3104411	LIBRARY XPRESS
Registration Number:	2467303	
Registration Number:	2657757	POWERMAPPING
Registration Number:	2058680	POWEROFFICE
Registration Number:	1892573	PRINTCOMMANDER
Registration Number:	2729589	THE FORM SPOT
Registration Number:	2437496	TRANSALL
Registration Number:	2683037	SKYWIRE
Registration Number:	3056752	SKYWIRE
Registration Number:	2990908	SKYWIRE
Registration Number:	2869893	SKYWIRE
Registration Number:	2911952	TRYCOS
Serial Number:	76579783	IMAGE RESOURCE
Serial Number:	78299270	POLICY XPRESS
Serial Number:	78922776	QUICKCONNECT
Serial Number:	76650493	POLICYWARE

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue; Suite 3000

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

023714.0122

NAME OF SUBMITTER:

Darren W. Collins

Signature:	/Darren W. Collins/
Date:	03/07/2007
Total Attachments: 11 source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page1.tif source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page2.tif source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page3.tif source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page4.tif source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page5.tif source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page6.tif source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page7.tif source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page8.tif source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page9.tif source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page10.tif source=WFF_Skywire - Executed Second Lien Trademark Security Agreement with Schedule(55698496_1)#page11.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of February, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., a Delaware limited partnership, in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of February 23, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SKYWIRE HOLDINGS, LLC, a Delaware limited liability company ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Second Lien Security Agreement dated as of February 23, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority (subject to Permitted Liens) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all modifications, renewals, reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

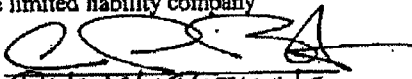
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]


IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:


SKYWIRE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Patrick Brandt
Title: CEO/President


SKYWIRE SOFTWARE, LLC,
a Texas limited liability company

By: 
Name: Patrick Brandt
Title: CEO/President


DOCUCORP INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: Patrick Brandt
Title: CEO/President


SKYWIRE VENTURES, LLC,
a Texas limited liability company

By: 
Name: Patrick Brandt
Title: CEO/President

SKYWIRE INSBRIDGE, LLC,
a Texas limited liability company


By: 
Name: Patrick Brandt
Title: CEO/President

SKYWIRE IWAVE ACQUISITION, LLC,
a Texas limited liability company


By: 
Name: Patrick Brandt
Title: CEO/President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]


SKYWIRE IIT ACQUISITION, LLC,
a Texas limited liability company

By: 
Name: Patrick Brandt
Title: CEO/President

SV FULCRUM, LLC,
a Texas limited liability company

By: 
Name: Patrick Brandt
Title: CEO/President

SKYWIRE STAR ACQUISITION CORP.,
a Delaware corporation

By: 
Name: Patrick Brandt
Title: CEO/President

EZ POWER SYSTEMS, INC.,
a Delaware corporation




By: 
Name: Patrick Brandt
Title: CEO/President

IMAGE SCIENCES, INC.,
a Texas corporation


By: 
Name: Patrick Brandt
Title: CEO/President

**NEWBRIDGE INFORMATION SERVICES,
INC.,**
a Texas corporation


By: 
Name: Patrick Brandt
Title: CEO/President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

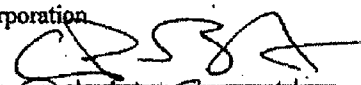
MATRIX DIGITAL TECHNOLOGIES, INC.,
a Texas corporation

By: 
Name: Patrick Brandt
Title: CEO/President

FORMMAKER SOFTWARE, INC.,
a Georgia corporation

By: 
Name: Patrick Brandt
Title: CEO/President

MAITLAND SOFTWARE, INC.,
a Maine corporation

By: 
Name: Patrick Brandt
Title: CEO/President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.,**
a Delaware limited partnership, as Agent

By: *Stephen W. Hipp*
Name: Stephen W. Hipp
Title: SR. Vice President

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

	<u>Mark</u>	<u>Grantor</u>	<u>Country</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	ACCESSCOMMANDER	Image Sciences, Inc.	USA	608,674	2,149,598	04/07/1998
2.	BILLS2GO	Docucorp International, Inc.	USA	76,357,196	2,824,404	03/23/2004
3.	DOCUCORP	Image Sciences, Inc.	Canada	848,351	530,589	07/27/2000
		Image Sciences, Inc.	France	97682712	97682712	06/16/1997
		Image Sciences, Inc.	Germany	39719719	39719719	10/10/1997
		Image Sciences, Inc.	GBRI	2136351	2136351	06/19/1997
		Image Sciences, Inc.	Switz	4751/97	447155	12/02/1997
		Docucorp International, Inc.	Canada	1,121,008	TMA609257	05/04/2004
		Docucorp International, Inc.	USA	216,491	2,196,442	10/13/1998
		Docucorp International, Inc.	USA	76/317,124	2770793	10/07/2003
4.	DOCUCREATE	Docucorp International, Inc.	Canada	1,121,000	6254258	11/16/2004
		Docucorp International, Inc.	USA	75/389,399	2,246,722	05/18/1999
5.	DOCUFLEX	Image Sciences, Inc.	USA	531,674	1,363,108	10/01/1985
		Docucorp International, Inc.	USA	76/372,124	2,763,488	09/16/2003
		Docucorp International, Inc.	CTM	002547719	002547719	02/07/2003
6.	DOCUGRAPH	Docucorp International, Inc.	USA	389,731	2,241,313	04/20/1999
7.	DOCUGROUP	Docucorp International, Inc.	USA	75/791,814	2,442,095	04/10/2001

	<u>Mark</u>	<u>Grantor</u>	<u>Country</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
8.	DOCUMAKER	Docucorp International, Inc.	Canada	1,121,009	TMA612288	06/07/2004
		Docucorp International, Inc.	USA	873,730	2,514,087	12/01/2001
9.	DOCUMANAGE	Docucorp International, Inc.	USA	76/006,168	2,909,381	12/14/2004
10.	DOCUMERGE	Image Sciences, Inc.	France	271656	1676811	02/04/1992
		Image Sciences, Inc.	GBRI	1453084	1453084	11/30/1990
		Image Sciences, Inc.	USA	119,441	1,662,330	10/29/1991
11.	DOCUPRESENTMENT	Docucorp International, Inc.	Canada	1,121,002	TMA609583	05/06/2004
		Docucorp International, Inc.	USA	76/006,054	2,676,022	01/21/2003
12.	DOCUPRESENTMENT PLUS	Docucorp International, Inc.	USA	76/006,169	2,676,023	01/21/2003
13.	DOCUSAVE	Docucorp International, Inc.	Canada	1,121,001	625079	11/09/2004
		Image Sciences, Inc.	USA	689,380	2,155,167	05/05/1998
14.	DOCUSOLVE	Image Sciences, Inc.	France	93/482079	93/482079	02/11/1994
		Image Sciences, Inc.	USA	74/363,992	1,849,126	08/09/1994
15.	DOCUTOOLBOX	Docucorp International, Inc.	USA	75/389,392	2,243,847	05/04/1999
16.	DOCUVIEW	Image Sciences, Inc.	USA	676,407	2,152,721	04/21/1998
17.	DOCUWORD	Image Sciences, Inc.	USA	012,204	2,164,335	06/09/1998
18.	DYNACOMP	Image Sciences, Inc.	GBRI	1511615	1511615	09/04/1992
19.	FORMMAKER	Docucorp International, Inc.	USA	73/584,986	1,409,321	09/16/1986
20.	I-ENTRY	Docucorp International, Inc.	Canada	1,121,006	625069	11/09/2004
21.	IENTRY	Docucorp International, Inc.	USA	76/006,165	2,702,926	04/01/2003

	<u>Mark</u>	<u>Grantor</u>	<u>Country</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
22.	LIBRARY XPRESS	Docucorp International, Inc.	USA	76/579,790	3,104,411	06/13/2006
23.	MISCELLANEOUS DESIGN (Flying Paper)	Docucorp International, Inc.	Canada	1,121,005	625144	11/09/2004
		Docucorp International, Inc.	USA	75/862,283	2,467,303	07/10/2001
24.	POWERMAPPING	Docucorp International, Inc.	USA	76/020,827	2,657,757	12/10/2002
25.	POWEROFFICE	Docucorp International, Inc.	USA	74/708,632	2,058,680	05/06/1997
26.	PRINTCOMMANDER	Image Sciences, Inc.	USA	74/241,886	1,892,573	05/02/1995
27.	THE FORM SPOT	Docucorp International, Inc.	USA	75/902,399	2,729,589	06/24/2003
28.	TRANSALL	Docucorp International, Inc.	USA	75/610,465	2,437,496	03/20/2001
29.	SKYWIRE	Skywire Software, LLC	USA	76/356897	2683037	02/04/2003
		Skywire Software, LLC	USA	76/448793	3056752	02/07/2006
		Skywire Software, LLC	USA	76/448794	2990908	06/14/2005
		Skywire Software, LLC	USA	75/899643	2869893	08/03/2004
30.	TRYCOS	SV Trycos, LLC	USA	76/324765	2911952	12/21/2004
31.	EZPOWER	Docucorp International, Inc.	USA			

Trademark Applications

	<u>Mark</u>	<u>Owner</u>	<u>Country</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Status</u>
1.	DOCUFLEX	Docucorp International, Inc.	Poland	Z-245609	02/28/2002	Pending
2.	IMAGE RESOURCE	Docucorp International, Inc.	USA	76/579,783	03/05/2004	Pending
3.	POLICY XPRESS (and Design)	Docucorp International, Inc.	USA	78/299,270	09/11/2003	Pending
4.	QUICKCONNECT	Docucorp International, Inc.	USA	78/922,776	07/05/2006	Pending
5.	POLICYWARE	Skywire Software, LLC	USA	76/650493	11/17/2005	Pending

Trademark Licenses

None.

SCHEDULE I
to
SECOND LIEN PATENT SECURITY AGREEMENT

Patent Registrations

None.

Patent Applications

<u>Description</u>	<u>Grantor</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Status</u>
System and Method for Insurance Rating	Skywire Software, LLC	USA	09/642895	08/21/2000	Filed