

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
Wausau Financial Systems, Inc.		03/30/2007	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc., as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2993119	POWERFUL SOLUTIONS...TRUSTED SERVICE	
Registration Number:	2993118	INTEGRAPAY	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson		
Address Line 1:	55 E. Monroe, Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.102		
NAME OF SUBMITTER:	Sharon Patterson		
Signature:	/sharon patterson/		
Date:	06/20/2007		

OP \$65.00 2993119

Total Attachments: 5

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of March 30, 2007 (this "Amendment"), is by and between WAUSAU FINANCIAL SYSTEMS, INC., a Wisconsin corporation ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of February 2, 2005 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"), entered into in connection with that certain Credit Agreement, dated February 2, 2005, among Grantor, Agent and the lenders party thereto (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

a) Schedule I to the Trademark Security Agreement is deleted in its entirety and replaced with Schedule I attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE


EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

WAUSAU FINANCIAL SYSTEMS, INC.

By: 
Name: President/CEO
Title: President/CEO

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

WAUSAU FINANCIAL SYSTEMS, INC.

By: _____

Name: _____

Title: _____

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By Sean Spring
Its Sean Spring, Vice President

SCHEDULE I**SCHEDULE I****TRADEMARK REGISTRATIONS**

TRADEMARK	REGISTRATION NUMBER	DATE
W and Design	2551955	3/26/02
Chequeonce	2666966	12/24/02
Wausau Financial Systems	2563117	4/23/02
Optima3 and Design	2468696	7/17/01
Knowledgesource	2836935	4/27/04
Image One	2448092	5/1/01
Wausau Accounting Systems	State of Wisconsin: WI3000000224	9/21/88
Wausau Financial Systems, Inc.	State of Wisconsin: WI3000000223	9/21/88
Powerful Solutions ... Trusted Service	2,993,119	9/6/05
Integrpay	2,993,118	9/6/05

Trademark Applications

TRADEMARK	SERIAL NUMBER	DATE
Check 21 Ready	78292303	8/26/03
Knowledgecard	78150473	8/2/02
IIPAC	78443532	6/30/04