

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
Smart Document Solutions, LLC		06/15/2007	CORPORATION: GEORGIA
Micro Innovations Inc.		06/15/2007	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	280 Park Avenue
Internal Address:	22nd Floor East
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2840050	DOCUSTORE
Registration Number:	3005660	E DISCLOSE
Registration Number:	2928431	ESMARTLOG
Registration Number:	2647284	QUICKVIEW
Registration Number:	2928863	SMARTLINK
Registration Number:	3073370	\$D\$PAYONLINE
Registration Number:	3025359	SDS SMART DOCUMENT SOLUTIONS
Registration Number:	3040396	HEALTHPORT
Registration Number:	3200348	NAUVALIS HEALTHCARE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (212)508-1450
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 2840050

Phone: 212-705-7768
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Correspondent Name: Brandi Sinkovich
Address Line 1: 399 Park Avenue
Address Line 2: Bingham McCutchen
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3002329/0000325849
NAME OF SUBMITTER:	Brandi Sinkovich
Signature:	/brandi sinkovich/
Date:	06/22/2007

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of June 15, 2007 is made by SMART DOCUMENT SOLUTIONS, LLC, a Georgia limited liability company, located at 120 Bluegrass Valley Parkway, Alpharetta, GA 30005 and MICRO INNOVATIONS INC., a Missouri corporation, located at 2160 N. Fox Hollow Drive, West Nixa, Missouri 65714 (each a “*Grantor*” and collectively, the “*Grantors*”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“*ARCC*”), located at 280 Park Avenue, 22nd Floor East, New York, NY 10017, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of June 15, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among CT TECHNOLOGIES INTERMEDIATE HOLDINGS (TOPCO), INC., a Delaware corporation (“*Parent Guarantor*”), Parent Guarantor’s Subsidiaries thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC., a Delaware corporation (the “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), ARCC, as administrative agent for the Lenders and the Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of Grantors have executed and delivered a Security Pledge Agreement, dated as of June 15, 2007, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial

accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, capitalized terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, Trademark Collateral shall not include any application for a Trademark that would otherwise be deemed invalidated, cancelled, void, unenforceable or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity or result in the voiding, unenforceability, cancellation or abandonment of such Trademark.

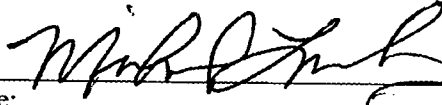
SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

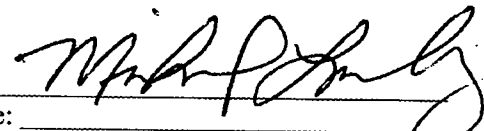
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MICRO INNOVATIONS INC., a Missouri corporation, as a Grantor

By: 
Name: _____
Title: _____

SMART DOCUMENT SOLUTIONS, LLC, a Georgia limited liability company, as a Grantor

By: 
Name: _____
Title: _____

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: 
Name: **Michael Arougheti**
Title: **President**

Signature Page to Grant of Security Interest in Trademarks

TRADEMARK
REEL: 003566 FRAME: 0877

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor:

Smart Document Solutions, LLC

- 1) Registered U.S. Trademark DOCUSTORE, registration no. 2,840,050, registered May 11, 2004.
- 2) Registered U.S. Trademark EDISCLOSE, registration no. 3,005,660, registered Oct. 11, 2005.
- 3) Registered U.S. Trademark ESMARTLOG, registration no. 2,928,431, registered Feb. 22, 2005.
- 4) Registered U.S. Trademark QUICKVIEW, registration no. 2,647,284, registered Nov. 5, 2002.
- 5) Registered U.S. Trademark SMARTLINK, registration no. 2,928,863, registered Mar. 1, 2005.
- 6) Registered U.S. Trademark \$\$\$PAYONLINE, registration no. 3,073,370, registered Mar. 28, 2006.
- 7) Registered U.S. Trademark SDS SMART DOCUMENT SOLUTIONS, registration no. 3,025,359, registered Dec. 13, 2005.

Grantor:

Micro Innovations Inc.

- 1) Registered U.S. Trademark HEALTHPORT, registration no. 3,040,396, registered Jan. 10, 2006.
- 2) Registered U.S. Trademark NAUVALIS HEALTHCARE SOLUTIONS, registration no. 3,200,348, registered Jan. 23, 2007.