

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 FORM COVER SHEET TRADEMARKS ONLY

6737-84

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):

MetroGroup Transaction Services, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 31, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

#### 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) \_\_\_\_\_  
 C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): \_\_\_\_\_  
 Additional sheet(s) attached?  Yes  No

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath  
 Internal Address: Winston & Strawn LLP  
 Street Address: 35 W. Wacker Dr.  
 City: Chicago  
 State: IL Zip: 60601  
 Phone Number: 312-558-6352  
 Fax Number: 312-558-5700  
 Email Address: lkonrath@winston.com

#### 6. Total number of applications and registrations involved:

2

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number 232428  
 Authorized User Name Laura Konrath

#### 9. Signature:

Laura Konrath Signature  
2/7/08 Date  
 Name of Person Signing \_\_\_\_\_

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22113-1450

CH \$65.00 232428 2630063

Continuation  
Item 4

SCHEDULE 1  
to  
Trademark Security Agreement

TRADEMARKS REGISTRATIONS

①  
②

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PROFICIENT DATA THE DOCUMENT DISTRIBUTION SOLUTION	2630063	8-Oct-2002
PROFICIENTDATA.COM THE DOCUMENT DISTRIBUTION SOLUTION	2648102	12-Nov-2002

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Date Filed</u>	<u>Application No.</u>
N/A		

TRADEMARK LICENSES

<u>Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
As Licensee	N/A		
As Licensor	N/A		

**TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

WHEREAS, MetroGroup Transaction Services, Inc., an Illinois corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of January 31, 2008 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of July 20, 2006 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

This Trademark Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


This Trademark Security Agreement shall be a contract made under and governed by the laws of the State of Illinois.

This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31<sup>st</sup> day of January, 2008.

METROGROUP TRANSACTION SERVICES,  
INC.

By:   
Name:  
Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as  
Agent

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Trademark Security Agreement*

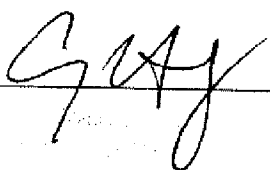
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<u>As Licensor</u>	N/A		