SUBMISSION TYPE:

Electronic Version v1.1 Stylesheet Version v1.1

**NEW ASSIGNMENT** 

NATURE OF CONVEYANCE:

SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Clover Technologies Group, LLC		104/13/2010	LIMITED LIABILITY COMPANY: DELAWARE
CAU Acquisition Company, LLC		104/13/2010	LIMITED LIABILITY COMPANY: DELAWARE
Dataproducts USA LLC		104/13/2010	LIMITED LIABILITY COMPANY: DELAWARE
GRC Acquisition Company, LLC		04/13/2010	LIMITED LIABILITY COMPANY: DELAWARE

#### RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent	
Street Address:	500 W Monroe	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark	
Registration Number:	2022725	DATAPRODUCTS	
Registration Number:	2762671	INK STATION	
Registration Number:	2973472	LIFEPRINT	
Registration Number:	2973471	LIFEPRINT IMAGING PRODUCTS FOR LIFE	
Registration Number:	2973315	LIFEPRINT	
Registration Number:	2754226	INK STATION	
Registration Number:	1898466	GRC	
Registration Number:	1806459	SRC	
Registration Number:	3205302	RESPONSIBLE	
		TRADEMARK	

TRADEMARK

REEL: 004185 FRAME: 0908

365.00 202

900159684

Registration Number:	3205300	RESPONSIBLE
Serial Number:	77937715	MICR PRINT SOLUTIONS
Serial Number:	77969764	CLOVER
Serial Number:	77969779	CLOVER
Registration Number:	2870117	IMAGE BRITE

#### **CORRESPONDENCE DATA**

Fax Number: (312)577-4565

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

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-368
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	04/14/2010

#### **Total Attachments: 16**

source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif source=Trademark Security Agreement#page10.tif source=Trademark Security Agreement#page11.tif source=Trademark Security Agreement#page12.tif source=Trademark Security Agreement#page13.tif source=Trademark Security Agreement#page14.tif source=Trademark Security Agreement#page15.tif source=Trademark Security Agreement#page16.tif

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 13, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Clover Transportation, LLC, Clover International Holdings LLC, Clover Technologies Group, LLC, GRC Acquisition Company, LLC, Clover Mechanical, LLC, CAU Acquisition Company, LLC, CAU Real Estate Company, LLC, Clover Ithaca Properties, LLC, Dataproducts USA LLC, Clover EU, LLC, Image Warehouse, LLC and Clover Canada Holdings, Inc. (collectively, the "Borrowers"), Clover Technologies Group, LLC, as the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as administrative agent (in such capacity, the "Agent") for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of

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such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of such Grantor (the "Trademark Collateral"):

- 1. all of its Trademarks (to the extent not constituting Excluded Property), including, without limitation, those referred to on <u>Schedule 1</u> hereto;
  - 2. all renewals and extensions of the foregoing;
- 3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- 4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours, .

CLOVER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company,

as Grantor

By: Name:

Daniel P. Ruhl

Title:

President

CAU ACQUISITION COMPANY, LLC, a Delaware limited liability company, as

Grantor

By:

Name: Daniel P. Ruly President Title:

DATAPRODUCTS USA LLC, a Delaware limited liability company, as Grantor

By: Name:

Daniel P. Ruhi

Title: President

GRC ACQUISITION COMPANY, LLC,

a Delaware limited liability company, as

Grantor

By: Name:

Daniel P. Ruhl

Title:

President

Trademark Security Agreement

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:

Trademark Security Agreement

### SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

## 1. US Trademark Registrations and Applications for Registration

TM	Trademark		Brief	Owner
Records			Goods/Services	
US Federal Q-1 f-1		Renewed Principal Register - Sec. 2(F) 8 & 15 December 17, 2006	(Int'l Class: 1)	Dataproducts USA, LLC (Delaware Limited Liability Company) 4200 Columbus Street Ottawa, Illinois 61350
US Federal Q-1 f-2	DATAPRODUCTS (Stylized)  Dataproducts  Serial No. 73477363 Reg. No. 1366402	Cancelled - Sec. 8 Principal Register - Sec. 2(F) 8 & 15 July 29, 2006	(Int'l Class: 9) Connection with computer output printers [and computer memories]	Dataproducts USA LLC, Clover Technologies Group, LLC (Delaware Limited Liability Company) 4200 Columbus Street Ottawa, Illinois 61350
US Federal Q-1 f-3	DP DATAPRODUCTS (Stylized)  Dataproducts	Expired 8 & 15 October 28, 2006	(Int'l Class: 9) Computer output printers [and computer memories]	Dataproducts USA, LLC (Delaware Limited Liability Company) 4200 Columbus Street Ottawa, Illinois 61350

Trademark Security Agreement

TM Records	Trademark	Status/Status Date	Brief Goods/Services	Owner
1.000140	Serial No. 73024900 Reg. No. 1030613			
US Federal Q-1 f-4	IMAGE BRITE	Registered August 3, 2004	(Int'l Class: 2) Ink jet and laser toner cartridges, namely, remanufactured ink jet and laser toner cartridges and compatible ink jet and laser toner cartridges	Clover Technologies Group, LLC (Delaware Limited Liability Company)
US Federal Q-1 f-5	IMAGE EXCELLENCE Serial No. 76315583 Reg. No. 2642478	Cancelled - Sec. 8 June 6, 2009	cartridges, namely, remanufactured toner and ink jet cartridges for printers, fax machines, and copiers (Int'l Class: 16) Thermal transfer ribbons for fax machines	4200 Čolumbus Street Ottawa, Illinois 61350
US Federal Q-1 f-7	INK STATION and Design  Ink Station  Serial No. 76389978 Reg. No. 2762671	Registered 8 & 15 August 14, 2009	(Int'l Class: 2) Ink jet refill bottles with applicators	Dataproducts USA, LLC (Delaware Limited Liability Company) 4200 Columbus Street Ottawa, Illinois 61350
US Federal Q-1 f-8	LIFEPRINT Serial No. 78268138 Reg. No. 2973472	Registered July 19, 2005	(Int'l Class: 2) Filled inkjet cartridges, lase printer cartridges, laser toner cartridges toner cartridges, filled compatible inkjet cartridges, compatible ink tanks, toner cartridge (Int'l Class: 16) Ink cartridge rollers, fax machine printing ribbons, inkjet paper, thermal fax ribbons, computer printer and	Liability Company) ,4200 Columbus I Street Ottawa, Illinois 61350

TM Records	Trademark		Brief Goods/Services	Owner
11000140			point of sale office machine	
US Federal O-1	LIFEPRINT IMAGING PRODUCTS FOR LIFE and Design  Life Print  Longing Products for tile  Serial No. 78268136 Reg. No. 2973471	July 19, 2005	inkjet cartridges, laser printer cartridges, laser toner cartridges, toner cartridges, filled compatible inkjet cartridges, compatible ink tanks, toner cartridge (Int'I Class: 16) Ink cartridge rollers, fax machine printing ribbons, inkjet paper, thermal fax ribbons, computer printer and point of sale office machine	(Delaware Limited Liability Company) 4200 Columbus Street Ottawa, Illinois 61350
US Federal Q-1 f-11	SIGNATURE SELECT SIGNATURE SELECT Serial No. 77210008	Abandoned - Failure to Respond June 8, 2009	(Int'l Class: 2) Filled laser printer toner cartridges; filled inkjet printer toner cartridges (Int'l Class: 16) Printer ribbons	Clover Technologies Group, LLC (Delaware Corp.) 4200 Columbus St. Ottawa, Illinois 61350
US Federal Q-1 f-12	LIFEPRINT Serial No. 78250026 Reg. No. 2973315	Registered July 19, 2005	(Int'l Class: 2) Filled ink jet cartridges for computer printers (Int'l Class: 35) Retail store services, computerized on-line retail store services, mail order catalog services, and wholesale distributorship services featuring recycled ink jet	4200 Columbus
US Federal Q-1 f-13	INK STATION Serial No. 76389979 Reg. No. 2754226	Registered 8 & 15 August 14, 2009	(Int'l Class: 2) Ink jet refill bottles with applicators	Dataproducts USA, LLC (Delaware Limited Liability Company) 4200 Columbus Street Ottawa, Illinois 61350

TRADEMARK	Goods/Services	Owner
Class 16 [ supplies for non-impact printers, namely paper trays; ] ink ribbons for typewriters, calculators, electronic printing calculators, electronic cash registers and terminals, mini- and micro computers, personal computers and word processors; ink rolls, typewriter print wheels; thermal print transfer ribbons; correcting tape for type; spools and cartridges for ink ribbons.  Class 2 laser toner cartridges [and ink jet cartridges].		GRC Acquisition Company, LLC
SRC Serial No. 74365861 Reg. No. 1806459 U.S.	Class 40 re-inking, recycling, and remanufacturing of impact and non-impact printing supplies; namely, ribbon and laser toner products for printing apparatus.	GRC Acquisition Company, LLC
RESPONSIBLE W/ DESIGN Reg. 3,205,302 Ser. 78/710,827 U.S.	Computerized on-line retail store services, retail store services, and wholesale distributorship services, all in the field of equipment for recycling of computer peripheral printing equipment, namely, inkjet cartridges, toners and other recycled printing components for printers, laser printers and multifunction machines. (Class 35)  Recycling services in the field of computer peripheral printing equipment, namely inkjet cartridges, toners and other printing components for printers, laser printers and multifunction machines. (Class 40)	CAU Acquisition Company, LLC
RESPONSIBLE Reg. 3,205,300 Scr. 78/710,336 U.S.	Recycling services in the field of computer peripheral printing equipment, namely inkjet cartridges, toners and other printing components for printers, laser printers and multifunction machines. (Class 40)  Computerized on-line retail store services, retail store services, and wholesale distributorship services, all in the field of equipment for recycling of computer peripheral printing equipment, namely, inkjet cartridges, toners and other recycled printing components for printers, laser printers and multifunction machines. (Class 35)	CAU Acquisition Company, LLC
MICR PRINT SOLUTIONS	Class 9: Toner cartridges; Laser printer toner cartridges; Ink jet printer cartridges	Clover Technologies Group, LLC
US Application No. 77/937,715		
INK CARTRIDGE PICTURE PERFECT PRINTING	Class 2	CAU Acquisition Company LLC
US Reg. No. 2,686,541  Cancelled		
Cancelled		

TRADEMARK	Goods/Services	Owner
DISTINCTIVE QUALITY	Class 16	GRC Acquisition Company, LLC
US Reg. No. 1389026		
Cancelled		
ONE UP	Class 16	GRC Acquisition Company, LLC
OB	,	
US Reg. No. 1400311		
Cancelled		
ONE UP	Class 16	GRC Acquisition Company, LLC
US Reg. No. 1400312		
Cancelled		
NUMBER-ALL	Class 42	GRC Acquisition Company, LLC
US Reg. No. 1471017		
Cancelled		
CLOVER	Recycling and refurbishing services, including collecting, recycling and refurbishing of used ink cartridges and toner	Clover Technologies Group, LLC
U.S. Application No. 77/969,764	cartridges	
CLOVER (STYLIZED)	Recycling and refurbishing services, including collecting, recycling and refurbishing of used ink cartridges and toner	Clover Technologies Group, LLC
U.S. Application No. 77/969,779	cartridges	

# 2. Foreign Trademark Registrations and Applications for Registration

TRADEMARK	Goods/Services	Owner
IKADEMAKK	instruction manuals, ribbon, print bands	Dataproducts Corporation
		Angiquan
A P		Assignee Clover Technologies LLC
Datuproducis		Clover Technologies BEC
Datap. volb		
Chinese Reg. No. 1,099,134		
(cl. 16)		
Chinese characters for Dataproducts w/		
logo (darkened infinity symbol)		
	Computer printers, computer memories, print head, drum	Dataproducts Corporation
(1)	cartridges, ink refill kits, inkjet cartridges	
a F		
Datuproducis		
•		
(in Chinese Characters) & Device		
Chinese Reg. No. 1,220,953 (cl. 9)		
(darkened infinity symbol)		
Appln. 970051846		Ricoh Printing Systems America, Inc
	Computer output printers and computer memories	Ricon Finding Systems America, in
(U)	•	
Dataproducis		
Benelux Reg. No. 328,400 (cl. 9)		
(Cl. 2)	Electrical apparatus, machines, and supplies, namely computer	Ricoh Printing Systems America, Inc
$\bigcap$	output printers and computer memories	2635-A Park Center Drive Simi Valley, California 93065-6209
$\mathcal{A}^{\mathcal{P}}$		UNITED STATES OF AMERICA
Dataproducis		
··· •		
Canadian Reg. No. TMA218,561		
(cl. 9)	(cl. 9) Computer printers, computer memories, print heads,	To be confirmed
	drum cartridges, ink refill kits, inkjet cartridges	
dP		
(U)		
Datuproducis		
Chinese Reg. No. 1550091 (Appln. No.		
970,007,926)		
,		To be confirmed
	(cl. 9) computer printers, computer memories, print heads, drum cartridges, ink refill kits, inkjet cartridges.	10 be commined
	drum cartinges, nik reim kits, majet cartinges.	
(U)		
Datuproducis		
Chinese Reg. No.		
1149270 (cl. 9)		
Appln. No. 960,134,779		

TRADEMARK	Goods/Services	Owner
	Instruction manuals, ribbon, print bands	To be confirmed
Dataproducis		
Chinese Reg. No. 1105249 (cl. 16) Appln. No. 960060385		
Dataproducis	COMPUTER OUTPUT PRINTERS AND COMPUTER MEMORIES	Ricoh Printing Systems America, Inc.
French Reg. No. 1,285,614 (cl. 9)		
Dataproducis	COMPUTER OUTPUT DEVICES, COMPUTER OUTPUT PRINTERS AND COMPUTER MEMORIES	To be confirmed
German Reg. No. 962,414 (cl. 9) (Dark background in logo with white symbol, dark words)		
Datuproducis	Computer output printers and computer memories and parts and accessories therefor	Dataproducts Corporation
Hong Kong Reg. No. B700/1980 (cl. 9)		
(darkened infinity symbol)  Dataproducts	Computer printers, computer memory devices and other electronic applied devices and apparatus	To be confirmed
Japanese Reg. No. 2,668,363 JP App. No. 1-36150 (cl.11)		
Datuproducis	Computer output printers and computer memories	To be confirmed
Italy Reg. No. 1,102,898 (previous registrations 691,726 and 311,247) cl. 7 & cl. 9		
Dataproducts	Sensitized paper, photographic paper; heliographic films, films for graphic art film for slides (cl. 1) Scientific and measuring apparatus, nautical, geodesic, photographic, cinema and optical devices, weighing, measuring signaling devices, control, life saving and teaching apparatus, calculating machines and computer apparatus (cl. 9)	To be confirmed.
Mexican Reg. No. 277,625	Computer apparatus (vi. 2)	

TRADEMARK	Goods/Services	Owner
(cl. 1 & cl 9)		
(01000.7)	Computers and Parts and Fittings Therefor included in cl. 9	To be confirmed.
P		
Dataproducis		
Ireland Reg. No. B85768 (cl. 9) (darkened infinity symbol)		
(darkened infinity symbol)	Computer and Parts and Fittings Therefor included in cl. 9	To be confirmed.
Dataproducts	·	
Great Britain Reg. No. B1025925		
(cl.9)		
(darkened infinity symbol) EXPIRED		

TRADEMARK	Goods/Services	Owner
Dataproducts	(Class 2) Cartridges filled with toner; inks for inkjet printers,	Clover Holdings, Inc.
Singapore	photocopier and facsimile printers; toners [ink] for laser printers, photocopier and facsimile printers.	
Singapore	printers, photocopier and recommo printers.	
Reg. No. T0722575D	(Class 9) Computers, computer printers; supplies for inkjet,	
Word mark	laser, photocopier and facsimile printers; parts and	
	fittings therefor; toner cartridges [empty].	
	(Class 16) Thermal and impact ribbons; thermal carbon	
	ribbons; inked rollers.	
Dataproducts Logo	(Class 2) Cartridges filled with toner; inks for inkjet printers,	Clover Holdings, Inc.
Dataproducts Logo	photocopier and facsimile printers; toners [ink] for laser	
	printers, photocopier and facsimile printers.	
	COL DO CO. C.	
	(Class 9) Computers, computer printers; supplies for inkjet, laser, photocopier and facsimile printers; parts and	
	fittings therefor; toner cartridges [empty].	
a.		
Singapore	(Class 16) Thermal and impact ribbons; thermal carbon	
Registration No. T0722581I	ribbons; inked rollers.	
Tilted Infinity Symbol	Equipment for electronic data storage on rotating discs and for	Ricoh Printing Systems America, Inc.
anicu initinity Symbol	retrieval of said data therefrom	
Canadian Reg. No. 143,714		

TRADEMARK	Goods/Services	Owner
Darkened Infinity Design Symbol only  Tilted Infinity Symbol  Hong Kong Reg. No. B1789/1990 (cl.9)	Apparatus for Electronic Data Storage On Rotating Discs and For Retrieval of Said Data Therefrom	Dataproducts Corporation
GRC & Design Canada Reg. No. TMA451166	Laser toner cartridges; ink jet cartridges and injected molded parts thereof; ink ribbons for typewriters, calculators, electronic printing calculators, electronic cash registers and terminals, mini and microcomputers, personal computers and word processors; ink rolls, typewriter print wheels; thermal print transfer ribbon; correcting tape for type; spools and cartridges for ink ribbons and injected molded components thereof. Class 1)	GENERAL RIBBON CORPORATION, 20650 PRAIRIE STREET, CHATSWORTH, CALIFORNIA
TYPHOON (TAIFENG)	Laser printers, LED printers, drums, main chargers, fuser	Dataproducts Corporation
DE 又		
9/21/1997 (Design)	Printer and its accessory for computer (Class 9) Business printer - and its accessory (Class 11)	Ricoh Printing Systems America, Inc.
Japanese Reg. No. 2638596 3/31/1994		
JOLT	Printer and its accessory for computer (Class 9) Business printer - and its accessory (Class11)	Ricoh Printing Systems America, Inc.
JOLT		
Japanese Reg. No. 2612710 12/24/1993		

TRADEMARK	Goods/Services	Owner
P	Equipment for electronic data storage on rotating discs and for retrieval of said data therefrom	Ricoh Printing Systems America, Inc.
Design		
Canada Reg. No. TMA143714		

**RECORDED: 04/14/2010**