TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

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		104/13/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GGC Finance Partnership, L.P., as Agent
Street Address:	One Embarcadero Center, 39th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2022725	DATAPRODUCTS
Registration Number:	2870117	IMAGE BRITE
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

TRADEMARK REEL: 004186 FRAME: 0437

900159753

Registration Number:	3205302	RESPONSIBLE
Registration Number:	3205300	RESPONSIBLE
Serial Number:	77937715	MICR PRINT SOLUTIONS
Serial Number:	77969764	CLOVER
Serial Number:	77969779	CLOVER

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:	04/15/2010

Total Attachments: 16

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN 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 GGC Finance Partnership, L.P. ("GGC Finance"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien 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 from time to time party thereto and GGC Finance, as administrative agent (in such capacity, the "Agent") for the Lenders, the Lenders 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 and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. <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 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 Second Lien 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 Second Lien 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 Second Lien 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 Second Lien 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.

Section 7. Intercreditor Agreement Controls. This Agreement and the Lien on and security interest in the Trademark Collateral pledged and granted hereunder are subordinated in the manner and to the extent set forth in the Intercreditor Agreement, as more particularly described therein. Prior to the Payment in Full of all First Lien Obligations (as defined in the Intercreditor Agreement) the Grantor shall not be obligated (and the First Lien Agent and the Agent shall not be entitled) to take, or fail to take, any action to the extent that such action, or failure to take such action, would be prohibited by, or would in any way conflict with, the Intercreditor Agreement.

[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:

Daniel P. Ruhl Name:

Title:

President

DATAPRODUCTS USA LLC, a Delaware

limited liability company, as Grantor

By:

Name: Daniel P. Ruhl

Title:

President

GRC ACQUISITION COMPANY, LLC,

a Delaware limited liability company, as

Grantor

By:

Name: Daniel P. Ruhl

Title:

President

Second Lien Trademark Security Agreement

ACCEPTED AND AGREED as of the date first above written:

GGC FINANCE PARTNERSHIP, L.P.

as Agent

By:

Name: Rob Stobo

Its:

Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

1. US Trademark Registrations and Applications for Registration

TM	Trademark	Status/Status Date	Brief	Owner
Records			Goods/Services	
US Federal Q-1 f-1	Serial No. 74377865 Reg. No. 2022725	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
	Serial No. 73024900 Reg. No. 1030613			
US Federal Q-1 f-4	IMAGE BRITE Serial No. 76390013 Reg. No. 2870117	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	
US Federal Q-1 f-5	IMAGE EXCELLENCE Serial No. 76315583 Reg. No. 2642478	Cancelled - Sec. 8 June 6, 2009	(Int'l Class: 2) Toner cartridges and ink jet 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 Columbus 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 point of sale office machine	Liability Company) ,4200 Columbus

TM Records	Trademark	Status/Status Date	Brief Goods/Services	Owner
US Federal Q-1 f-9	LIFEPRINT IMAGING PRODUCTS FOR LIFE and Design LifePrint Serial No. 78268136 Reg. No. 2973471	Registered July 19, 2005	(Int'l Class: 2) Filled inkjet cartridges, laser 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 point of sale office machine	(Delaware Limited Liability Company)
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	Clover Technologies Group, LLC (Delaware Limited Liability Company) 4200 Columbus Street Ottawa, Illinois 61350
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
INAUCIMAN	Goods Del Tiecs	

TRADEMARK	Goods/Services	Owner
GRC Serial No. 74430906 Reg. No. 1898466 U.S.	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.	GRC Acquisition Company, LLC
	Class 2 laser toner cartridges [and ink jet cartridges].	
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)	CAU Acquisition Company, LLC
	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)	
RESPONSIBLE Reg. 3,205,300 Ser. 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 US Application No. 77/937,715	Class 9: Toner cartridges; Laser printer toner cartridges; Ink jet printer cartridges	Clover Technologies Group, LLC
INK CARTRIDGE PICTURE PERFECT PRINTING	Class 2	CAU Acquisition Company LLC
US Reg. No. 2,686,541		
Cancelled		ŧ
DISTINCTIVE QUALITY	Class 16	GRC Acquisition Company, LLC
US Reg. No. 1389026		
Cancelled		

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TRADEMARK	Goods/Services	Owner Owner
ONE UP	Class 16	GRC Acquisition Company, LLC
OF		
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
Datuproducis	instruction manuals, ribbon, print bands	Dataproducts Corporation **Assignee** Clover Technologies LLC
Chinese Reg. No. 1,099,134 (cl. 16) Chinese characters for Dataproducts w/ logo (darkened infinity symbol)		
Datuproducis	Computer printers, computer memories, print head, drum cartridges, ink refill kits, inkjet cartridges	Dataproducts Corporation
(in Chinese Characters) & Device Chinese Reg. No. 1,220,953 (cl. 9) (darkened infinity symbol) Appln. 970051846		
Datuproducis	Computer output printers and computer memories	Ricoh Printing Systems America, Inc
Benelux Reg. No. 328,400 (cl. 9)		
Dataproducis	Electrical apparatus, machines, and supplies, namely computer output printers and computer memories	Ricoh Printing Systems America, Inc 2635-A Park Center Drive Simi Valley, California 93065-6209 UNITED STATES OF AMERICA
Canadian Reg. No. TMA218,561 (cl. 9)		
Dataproducts	(cl. 9) Computer printers, computer memories, print heads, drum cartridges, ink refill kits, inkjet cartridges	To be confirmed
Chinese Reg. No. 1550091 (Appln. No. 970,007,926)		
Dataproducts	(cl. 9) computer printers, computer memories, print heads, drum cartridges, ink refill kits, inkjet cartridges.	To be confirmed
Chinese Reg. No. 1149270 (cl. 9) Appln. No. 960,134,779		

TRADEMARK	Goods/Services	Owner
Dateproducts	Instruction manuals, ribbon, print bands	To be confirmed
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)		
Dataproducis	Computer output printers and computer memories and parts and accessories therefor	Dataproducts Corporation
Hong Kong Reg. No. B700/1980 (cl. 9) (darkened infinity symbol)		
Dataproducis	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)	Computer output printers and computer memories	To be confirmed
Datuproducts	Computer Conjunction and Computer Memories	
Italy Reg. No. 1,102,898 (previous registrations 691,726 and 311,247) cl. 7 & cl. 9		
Dateproducts	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		

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TRADEMARK	Goods/Services	Owner
(cl. 1 & cl 9)		
	Computers and Parts and Fittings Therefor included in cl. 9	To be confirmed.
Dataproducis		
Ireland Reg. No. B85768 (cl. 9) (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 Singapore	(Class 2) Cartridges filled with toner; inks for inkjet printers, photocopier and facsimile printers; toners [ink] for laser printers, photocopier and facsimile printers.	Clover Holdings, Inc.
Reg. No. T0722575D Word mark	(Class 9) Computers, computer printers; supplies for inkjet, 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.
	photocopier and facsimile printers; toners [ink] for laser printers, photocopier and facsimile printers.	
	(Class 9) Computers, computer printers; supplies for inkjet, laser, photocopier and facsimile printers; parts and fittings therefor; toner cartridges [empty].	
Singapore Registration No. T07225811	(Class 16) Thermal and impact ribbons; thermal carbon ribbons; inked rollers.	
Tilted Infinity Symbol	Equipment for electronic data storage on rotating discs and for retrieval of said data therefrom	Ricoh Printing Systems America, Inc.
Canadian Reg. No. 143,714	Totaloral or only man moloron	

TRADEMARK	Goods/Services	Оwner
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
颱 凤 Chinese Reg. No. 1108440		
9/21/1997 (Design)	Printer and its accessory for computer (Class 9)	Ricoh Printing Systems America, Inc.
	Business printer - and its accessory (Class11)	
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The state of the s		
Japanese Reg. No. 2638596		
3/31/1994		
JOLT	Printer and its accessory for computer (Class 9) Business printer - and its accessory (Class 11)	Ricoh Printing Systems America, Inc.
JOLT		
JULI		
Japanese Reg. No. 2612710		
12/24/1993		

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

Trademark Security Agreement

RECORDED: 04/15/2010