

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.		09/27/2011	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, Inc. (formerly known as 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: 8

Property Type	Number	Word Mark
Registration Number:	3321768	IMAGEBRANCH
Registration Number:	3270615	DIGITALLOCKBOX
Registration Number:	3270614	WEBDDL
Registration Number:	2698755	IMAGETELLER
Registration Number:	3838551	WEBIMAGEBRANCH
Registration Number:	3917524	WEBIMAGEBRANCH
Registration Number:	3713523	IMAGERPS
Registration Number:	3592451	E-POD

CORRESPONDENCE DATA

Fax Number: (312)863-7865
 Phone: 312-201-3865
 Email: sharon.patterson@goldbergkohn.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900205417

**TRADEMARK
 REEL: 004647 FRAME: 0659**

OP \$215.00 3321768

Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.102
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	10/25/2011

Total Attachments: 5
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SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement, dated as of September 27, 2011 (this "Amendment"), is by and between WAUSAU FINANCIAL SYSTEMS, INC., a Wisconsin corporation ("Grantor"), and WELLS FARGO CAPITAL FINANCE, INC., formerly known as 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.

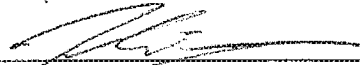
GRANTOR:

WAUSAU FINANCIAL SYSTEMS, INC.

By: _____
Name: _____
Title: _____

AGENT:

**WELLS FARGO CAPITAL FINANCE, INC., as
Agent**

By  _____
Its *MANAGING DIRECTOR* _____

SCHEDULE I

SCHEDULE I

TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	DATE
W	2551955	3/26/02
Wausau Financial Systems	2563117	4/23/02
Optima3	2468696	7/17/01
Powerful Solutions ... Trusted Service	2993119	9/6/05
Integrpay	2993118	9/6/05
IPAC	2992281	9/6/05
Imagebranch	3321768	10/23/07
Digitallockbox	3270615	7/24/07
WebDDL	3270614	7/24/07
Check 21 Ready	3124254	8/1/06
Imageteller	2698755	3/18/03
Webimagebranch	3838551	8/24/10
Webimagebranch	3917524	2/8/11
ImageRPS	3713523	11/17/09
e-Pod	3592451	3/17/09