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ied original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rcpt Dt #54

1. Name of conveying party(ies):

THE LEHIGH PRESS, INC.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: FLEET CAPITAL CORPORATION

Internal Address:

Street Address: 200 GLASTONBURY BLVD.

City: GLASTONBURY State: CT ZIP: 06033

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: 7-19-99

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,074,597

5,492,522

5,389,174

Additional numbers attached? Yes No

RECEIVED
JUL 30 1999
DIPE/JCWS

Name and address of party to whom correspondence concerning document should be mailed:

Name: DOLORES BURTON

Internal Address: C/O CSC

Street Address: 80 STATE STREET, 6TH FLOOR

ALBANY, NY 12207

City: State: ZIP:

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/03/1999 NTHW11 00000030 5074597

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

DOLORES BURTON

Name of Person Signing

Dolores Butts

Signature

7/21/99

Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington D.C. 20231

PATENT

REEL: 010121 FRAME: 0674

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

(Patents)

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 19 day of July, 1999, by THE LEHIGH PRESS, INC. ("Borrower"), a Pennsylvania corporation, with its chief executive office located at 7001 North Park Drive, Pennsauken, New Jersey 08109, and delivered to FLEET CAPITAL CORPORATION in its capacity as agent ("Agent"), having a mailing address at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith by and among Borrower, the financial institutions from time to time a party thereto parties thereto (collectively, the "Lenders") and Agent (as may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Agent, on behalf of and for the benefit of Lenders, a lien on and security interest in all of the assets of Borrower associated with or relating to products leased or sold or services provided under Borrower's patents, trademarks, copyrights and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, servicemarks, tradenames, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, servicemarks, tradenames, service trademark applications, and service tradenames (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on **Schedule A** attached hereto and made part hereof (all such Patents, Marks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Agent, on behalf of and for the benefit of Lenders, is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants a lien and security interest to Agent, on behalf of Lenders, in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Borrower associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Assets in full force and effect until all of Borrower's Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Borrower represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Borrower. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Borrower shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, or copyrights or licenses, or (ii) become entitled to the benefit

of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Borrower shall give Agent prompt written notice thereof along with an amended Schedule A.

4. Borrower further covenants that until all of Borrower's Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Borrower's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long an Event of Default or a Default has not occurred under the Loan Agreement, Borrower shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Agent and Lenders.

7. If and while an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Borrower hereby authorizes and empowers Agent and Lenders, their successors and assigns, and any officer or agent of Agent and Lenders as Agent or Lenders may select, in their exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, assignments, documents, papers and instruments necessary for Agent, on behalf of and for the ratable benefit of Lenders, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent or Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of Borrower's Obligations, Agent shall execute and deliver to Borrower all documents reasonably necessary to terminate Agent's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent and Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's and Lenders' rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Agent and until so paid shall be added to the principal amount of Borrower's Obligations and shall bear interest at the Revolving Base Rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until Borrower's Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, to preserve and maintain all rights in the Assets, and upon request of Agent or Lenders, Borrower shall make federal application on registrable but unregistered patents, trademarks, copyrights or licenses belonging to Borrower. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Patent, Trademark or Copyright without the prior written consent of the Agent and Lenders.

13. Borrower shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Agent and Lenders shall have been satisfied, in their sole discretion, that they are not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Agent and Lenders for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent and Lenders, or any of them, in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default or a Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Agent's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Agent and Lenders in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent and Lenders in protecting, defending and maintaining the Assets.

15. No course of dealing among Borrower, Agent and Lenders nor any failure to exercise, nor any delay in exercising, on the part of Agent and Lenders, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower, Agent and Lenders or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

19. Borrower, Agent and Lenders each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.


IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

THE LEHIGH PRESS, INC.

By: William F. Love
Name: William F. Love
Title: EVP, Finance

Approved and Accepted:

FLEET CAPITAL CORPORATION, as Agent

By: 
Thomas E. Joyce, Senior Vice President

SCHEDULE A

PATENT	PATENT NO.	ISSUED	OWNER
COMPUTERIZED METHOD OF GENERATING FILM MASTERS FOR EMBOSSING AND PRINTING COLOR IMAGES	5,074,597	12/24/1991	The Lehigh Press, Inc.
METHOD OF MAKING POP-UP ACTION PRODUCTS	5,492,522	02/20/1996	The Lehigh Press, Inc.
METHOD OF MAKING CONTROLLABLE FRAGRANCE SAMPLER	5,389,174	02/14/1995	The Lehigh Press, Inc.

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 19th of July, 1999, before me personally appeared William Love to me known and being duly sworn, deposes and says that s/he is the Exec. V.P. Finance of The Lehigh Press, Inc., the Borrower described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Carolyn Elliott

Notary Public

My Commission Expires:

Notarial Seal
Carolyn Elliott, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Jan. 8, 2000

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 19th day of July, 1999, before me personally appeared Thomas E. Joyce to me known and being duly sworn, deposes and says that s/he is Senior Vice President of Fleet Capital Corporation, the Agent described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Carolyn Elliott

Notary Public

My Commission Expires:

Notarial Seal
Carolyn Elliott, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Jan. 8, 2000

EXHIBIT 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, The Lehigh Press, Inc., a Pennsylvania corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, servicemarks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ___ day of _____.

THE LEHIGH PRESS, INC.

By: _____
Attorney-in-fact

Witness:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ___ day of _____ 19___ , before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of The Lehigh Press, Inc., and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

THE LEHIGH PRESS, INC., a Pennsylvania corporation ("Grantor"), hereby authorizes FLEET CAPITAL CORPORATION, as Agent, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor, Grantee, as Lenders (as defined therein), as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 9 day of July, 1999.

THE LEHIGH PRESS , INC.

By: William F. Love
Name: William F. Love
Title: VP, Finance

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 19th of July, 1999, before me personally appeared William Love, to me known and being duly sworn, deposes and says that s/he is Exec VP Finance of The Lehigh Press, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Carolyn Elliott
Notary Public

My Commission Expires:

