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08-11-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings: ⇒ ⇒ ⇒



101113474

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Star Bank, National Association (nka Firststar Bank, N.A.)

High Street 8 Journal Square

Hamilton, Ohio 45011

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

2. Name and address of receiving party(ies)

Name: Varis Corporation

Internal Address: _____

Street Address: 7500 Innovation Way

City: Mason State: Ohio ZIP: 45040

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Release of Security Agreement

Execution Date: May 17, 1999

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)

08/745,699 09/039,368 09/135,292

08/896,899 09/135,735 09/135,162

08/897,467 08/717,477

Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

5,729,665 5,740,338 5,760,914

5,594,860 5,793,946 5,796,930

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

Name: Mark P. Levy

Internal Address: Thompson Hine & Flory LLP

Street Address: 2000 Courthouse Plaza N.E.

P.O. Box 8801

City: Dayton State: Ohio ZIP: 45401-8801

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 3.41)\$ 560.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

20-0809

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

08/10/1999 NTHA11 00000134 08745699

01 FC:581 560.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

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

Mark P. Levy

Name of Person Signing

[Signature]
Signature

8/3/99

Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 010144 FRAME: 0346

RELEASE OF MORTGAGE ON INTELLECTUAL PROPERTY

WHEREAS, STAR BANK, NATIONAL ASSOCIATION (nka FIRSTAR BANK, N.A.), a national banking association whose address is High Street & Journal Square, Hamilton, Ohio 45011 ("Mortgagee") holds a security interest in certain intellectual property assets of VARIS CORPORATION, an Ohio corporation having its principal office and place of business at 7500 Innovation Way, Mason, Ohio 45040 ("Mortgagor"), pursuant to a mortgage agreement between Mortgagor and Mortgagee, dated Sep. 24, 1998 ("Mortgage Agreement"), attached hereto as Exhibit C;

NOW, THEREFORE, in consideration of Mortgagor having fully satisfied the Obligations set forth in the Mortgage Agreement, and further, in consideration of the Loan Agreement and the financing arrangements between Mortgagee and Mortgagor having been terminated in accordance with the Mortgage Agreement, Mortgagee hereby releases, transfers and assigns unto Mortgagor, its successors and assigns, the entire right, title interest in any and all of Mortgagor's assets, both tangible and intangible, as set forth in the Mortgage Agreement, including, without limitation: those patents and patent applications listed on Exhibit A, attached hereto and made a part hereof, and those trademarks, trademark registrations, tradenames and trademark applications listed on Exhibit B, attached hereto and made part hereof.

IN WITNESS WHEREOF, Mortgagee, by its duly authorized officer, has executed this Release on this 17 day of May, 1999.

STAR BANK, NATIONAL ASSOCIATION
(nka FIRSTAR BANK, N.A.)

By: Edward L. Dwyer

Name: EDWARD L. DWYER

Title: Regional President

State of Ohio)
County of Butler) ss:

On this 17 day of May, 1999, before me, a Notary Public in and for the above County and State, personally appeared the above named Edward L. Dwyer personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose set forth herein.

PAMELA D. DUNAWAY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 13, 2002

Pamela D. Dunaway
Notary Public

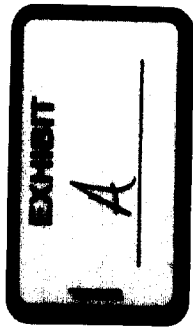


EXHIBIT A

PATENTS

TITLE	PATENT NO.	ISSUE DATE
Method of Utilizing Variable Data Fields with a Page Description Language	5,729,665	March 17, 1998
Method for Banding and Rasterizing an Image in a Multiprocessor Printing System	5,594,860	January 14, 1997
Run Time Diagnostic System ("SATURN")	5,793,946	August 11, 1998
System Architecture for Processing and Transporting Page-Map Data to a Raster Print Engine	5,796,930	August 18, 1998
Method for Merging Variable Image Data into a Template Image	5,740,338	April 14, 1998
Image Registration Method ("Taxi ASIC")	5,760,914	June 2, 1998

PATENT APPLICATIONS

System and Method for Synchronizing the Piezoelectric Clocks of a Plurality of Ink Jet Print Heads	08/745,699	November '96
Method of Utilizing Variable Date Fields with a Page Description Language	08/896,899	July '97
Method and System for Flowing Data to an Arbitrary Path Defined by a Page Description Language	08/897,467	July '97
System and Method for Interfacing a Raster Printer Controller with a Plurality of Print Engines	08/717,477	October '96
Image Registration Method ("Taxi ASIC") II	09/039,368	March '98
Method for Generating a Stoke Frequency Signal on a Plurality of Ink Jet Print Heads	09/135,292	August '98
Filtering Method to Reduce Pixel Density	09/135,735	August '98
Standalone Network Configuration	09/135,162	August '98

54199.2

EXHIBIT B

TRADEMARKS AND SERVICE MARKS

REGISTERED MARKS:

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction (State or Country)</u>	<u>Date of Issue</u>	<u>Expiration Date</u>
1. "V" design	2,137,761	USA	2/17/98	2/17/08
2. "Variable Printing On Demand"	2,148,408	USA	3/31/98	3/31/08

PENDING APPLICATIONS:

<u>Mark</u>	<u>App. No.</u>	<u>Jurisdiction (State or Country)</u>	<u>Date of Filing</u>
1. "VariScript"	75/061,481	USA	2/23/96
2. "Redefining the Printed Page"	75/346,190	USA	8/25/97
3. "Varis" logo and name	75/046,658	USA	1/22/96
4. "Varis"	74/715,128	USA	8/14/95

MORTGAGE OF INTELLECTUAL PROPERTY

THIS MORTGAGE OF INTELLECTUAL PROPERTY (this "Mortgage") is entered into as of the 24th day of September, 1998 by and between VARIS CORPORATION, an Ohio corporation having its principal office and place of business at 7500 Innovation Way, Mason, Ohio 45040 ("Mortgagor"), and STAR BANK, NATIONAL ASSOCIATION, a national banking association whose address is High Street & Journal Square, Hamilton, Ohio 45011 ("Mortgagee"), under the following circumstances:

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain letter agreement of even date herewith (as the same may be renewed, supplemented and amended from time to time, the "Loan Agreement"), which Loan Agreement provides (i) for Mortgagee to extend credit to Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in and lien against Mortgagor's assets, including, without limitation, its intangible assets;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. For purposes of this Mortgage, "Obligations" shall mean any and all debts, liabilities and obligations (whether direct or indirect and now existing or hereafter arising) owing to Mortgagee from Mortgagor and all principal, interest, charges, expenses, fees and other sums chargeable to Mortgagor in connection therewith, including without limitation under the Loan Agreement, the Note (as defined in the Loan Agreement) and the other Loan Documents (as defined in the Loan Agreement). For purposes of this Mortgage, satisfaction of the Obligations shall occur when (i) the Obligations have been paid in full without risk of disgorgement due to receivership or bankruptcy proceedings instituted by or on behalf of Mortgagor and/or the creditors of Mortgagor and (ii) all financing arrangements between Mortgagee and Mortgagor have been terminated.

2. Mortgage of Patents, Copyrights, Trade Secrets and Licenses. To secure the complete and timely satisfaction of the Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, all of Mortgagor's rights, title and interest in and to all of its now owned or existing and hereafter created or acquired:

(i) patents and patent applications, in the United States and elsewhere, and the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto,

including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

(iii) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), which are not available to others and which are maintained as confidential by Mortgagor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets"); and

(iv) all license agreements with respect to any or all of the Patents, the Copyrights, the Trade Secrets and/or the Trademarks (as defined in Section 3 below); or any other patent, trademark, tradename, copyright or trade secret, or any application or registration thereof, between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, any such license agreements granting the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Mortgagor and now or hereafter covered by such license agreements, and (a) renewals, extensions or amendments thereof, (b) all income, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Licenses").

3. Grant of Security Interest in Trademarks. To secure the complete and timely satisfaction of the Obligations, Mortgagor hereby creates and grants to Mortgagee a security interest having priority over all other security interests in all of Mortgagor's rights, title and interest in and to all of its now owned or existing and hereafter created or acquired trademarks, trademark registrations, tradenames and trademark applications, used in the United States and elsewhere, including, without limitation, the trademarks, trademark registrations, tradenames and trademark applications listed on Exhibit B attached hereto and made a part hereof and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks") and (e) the goodwill of Mortgagor's business, including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments, Grants or Conveyances. Mortgagor agrees that until the Obligations shall have been fully satisfied and the Loan Agreement and the financing arrangements between Mortgagee and Mortgagor shall have been terminated, Mortgagor shall not, without Mortgagee's prior written consent, assign, by sale, mortgage or other types of conveyance, any of its interest in, or grant any license under or security interest in, the Patents, Copyrights, Trademarks, Trade Secrets or Licenses or enter into any other agreement with respect to the Patents, Copyrights, Trademarks, Trade Secrets or Licenses which is inconsistent with Mortgagor's obligations under the other provisions of this Mortgage, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred or the security interest granted to Mortgagee under this Mortgage.

5. New Patents, Copyrights, Trade Secrets, Trademarks and Licenses. Mortgagor represents and warrants that the Patents and Trademarks listed on Exhibit A and Exhibit B, respectively, constitute all of the Patents and Trademarks now owned by Mortgagor. If, before the Obligations shall have been fully satisfied, Mortgagor shall (i) become aware of any existing Patents, Trademarks, Trade Secrets or registered copyrights of which Mortgagor has not previously informed Mortgagee; (ii) obtain rights to any new patentable inventions, copyrights, trade secrets, tradenames, trademarks, trademark registrations or trademark applications; (iii) become a party to any license agreement with respect to any patents, copyrights, trade secrets or trademarks; or (iv) become entitled to the benefit of any patent, copyright or trademark, trademark application, trademark registration, copyright registration, copyright application, trade secret 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; then the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee as its irrevocable attorney-in-fact to modify this Mortgage by amending Exhibit A and Exhibit B and adding additional Exhibits hereto, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, copyrights, copyright registrations, copyright applications, tradenames, trade secrets and licenses which are rights owned by Mortgagor and which are Patents, Copyrights, Trademarks, Trade Secrets or Licenses, as applicable, under Section 2 or Section 3 above or under this Section 5, and to file or refile this Mortgage with the United States Patent and Trademark Office, the United States Copyright Office or other appropriate agency.

6. Representations and Warranties. Mortgagor represents and warrants to and agrees with Mortgagee that:

(i) The Patents, Trademarks, Copyrights, Trade Secrets and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To the best Mortgagor's knowledge, each of the Patents, Trademarks, Copyrights, Trade Secrets and Licenses is valid and enforceable;

(iii) Mortgagor is the owner of an unencumbered right, title and interest in and to each of the Patents, Trademarks, Copyrights, Trade Secrets and Licenses, free and clear of any liens, charges and encumbrances including, without limitation, exclusive and non-exclusive licenses (except for such licenses which are Licenses), consent-to-use agreements, shop rights and covenants by Mortgagor not to sue third persons, except for any encumbrances made in the ordinary course of Mortgagor's business, and Mortgagor has the power and authority to make, and will continue to have authority to perform, this Mortgage according to its terms;

(iv) Mortgagor has adopted all of the Trademarks and all Trademarks have been used and are currently being used in connection with Mortgagor's business;

(v) Mortgagor has no notice of any suits or actions commenced with reference to the Patents, Trademarks, Copyrights, Trade Secrets or Licenses;

(vi) Mortgagor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure; and

(vii) The Licenses, complete copies of each of which have been provided to Mortgagee, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to moratorium laws from time to time in effect). Each of the

Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Certification with Respect to Patents. Mortgagor certifies that it is the owner and/or assignee of the entire right, title and interest in each of the patents and/or patent applications listed on Exhibit A by virtue of either (i) an assignment from the inventor(s) of each such patent and/or patent application listed on Exhibit A, which assignment was recorded in the United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) at the reel and frame number indicated on Exhibit A, or (ii) a chain of title from the inventor(s) of each patent and/or patent application identified on Exhibit A to Mortgagor, which chain of title is evidenced by the documents identified on Exhibit A, and such documents were recorded in the United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) at the reel and frame numbers indicated on Exhibit A. Mortgagor has reviewed all of the documents in the chain of title of each of the patents and/or patent applications identified on Exhibit A and, to the best of Mortgagor's knowledge and belief, title is in Mortgagor. Mortgagor further certifies that the officer executing this Mortgage is empowered to act on behalf of Mortgagor.

8. Term; Rights Upon Default. The term of this Mortgage and security interest granted herein shall extend until the Obligations have been fully satisfied and the Loan Agreement and the financing arrangements between Mortgagee and Mortgagor have been terminated. Upon the occurrence of any "Event of Default" (as defined in the Loan Agreement), Mortgagor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Mortgagee as assignee of Mortgagor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Mortgagee as assignee of Mortgagor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Trademarks to Mortgagee as assignee of Mortgagor's entire interest therein and in the goodwill of Mortgagor's business connected therewith and symbolized thereby. Upon the occurrence of an Event of Default and enforcement of Mortgagee's rights under this Section 8, Mortgagee shall be entitled to use all Patents, Copyrights, Trade Secrets, Trademarks and Licenses on a worldwide basis and without any liability for royalties or other related charges from Mortgagee to Mortgagor. The foregoing notwithstanding, Mortgagee agrees that Mortgagee shall not exercise its rights under this Section 8 with respect to the Patents, Trademarks, Trade Secrets, Copyrights and Licenses for a period of ~~sixty~~ 180 days after the occurrence of an Event of Default (the "Standstill Period"), provided that during the Standstill Period Mortgagor diligently pursues the sale of Mortgagor's business on terms reasonably satisfactory to Mortgagee and gives Mortgagee full access to Mortgagor's books, records and other information relating to the Patents, Trademarks, Trade Secrets, Copyrights and Licenses and fully cooperates with Mortgagee in obtaining information with respect thereto, and provided further, that at the end of the Standstill Period Mortgagee may fully exercise any and all rights and remedies provided herein or otherwise available at law or in equity. *ed*

9. Use Prior to Default. Prior to the occurrence of any Event of Default, Mortgagor shall have the continued and unencumbered right to use the Patents, Copyrights, Trade Secrets, Trademarks and Licenses in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, the other Loan Documents and this Mortgage.

10. Trademark Quality Control. Mortgagor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of

said products as of the date hereof. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

11. Documents. At the request of Mortgagee, Mortgagor shall pay the costs of filing and/or recording this Mortgage in all public offices where filing or recording is deemed necessary or desirable by Mortgagee. Mortgagor shall execute and deliver to Mortgagee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office and the United States Copyright Office, as Mortgagee may require for the purpose of confirming Mortgagee's interest in the Patents, Copyrights, Trade Secrets, Trademarks and Licenses.

12. Mortgagee's Right to Sue. After the occurrence of any Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name and, in Mortgagee's discretion, to join Mortgagor as a party plaintiff, to enforce the Patents, Copyrights, Trade Secrets, Trademarks and Licenses. If Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall, promptly upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 13.

13. Waivers. No course of dealing between Mortgagor and Mortgagee nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee any right, power or privilege hereunder or under the Loan Agreement or other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of any Event of Default, but subject to the last sentence of Section 8 above, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Copyrights, Trade Secrets, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Copyrights, Trade Secrets, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Copyrights, Trade Secrets, Trademarks or Licenses to anyone; and/or (iv) assign, pledge, convey or otherwise transfer title in or

dispose of the Patents, Copyrights, Trade Secrets, Trademarks or Licenses, and the goodwill and business assets associated therewith or symbolized thereby, to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been fully satisfied and the Loan Agreement and all other financing arrangements between Mortgagee and Mortgagor have been terminated. Mortgagor acknowledges and agrees that Mortgagee shall, upon the occurrence of any Event of Default, have and be entitled to exercise all of Mortgagor's rights under the Patents, Copyrights, Trade Secrets, Trademarks and Licenses (including the right to receive any payments owing to or to become due to Mortgagor thereunder). Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement and other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage, the Loan Agreement and other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Copyrights, Trademarks, Trade Secrets or Licenses may be located.

17. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee and its successors and assigns.

18. Governing Law. This Mortgage has been delivered and accepted in the State of Ohio, and shall be governed by and construed in accordance with Ohio law.

19. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate then applicable to the loan to Mortgagor under the Loan Agreement. Notwithstanding the foregoing, Mortgagor shall not be obligated hereunder to reimburse Mortgagee for fees, expenses and out-of-pocket costs incurred by Mortgagee to the extent that such amounts are incurred due to Mortgagee's gross negligence or willful misconduct.

20. Headings. Section headings used herein are for convenience only and shall not modify the provisions which they precede.

21. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and the agreements set forth herein.

22. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage.

23. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon full satisfaction of the Obligations and termination of the Loan Agreement and other financing

arrangements between Mortgagee and Mortgagor, Mortgagee shall, at Mortgagor's expense, execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be reasonably necessary to re-vest in Mortgagor the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement or other Loan Documents.

IN WITNESS WHEREOF, Mortgagor, by its duly authorized officer, has executed this Mortgage as of the date first above written.

VARIS CORPORATION

By: [Signature]
Name: FORREST P. CAUTHIER
Title: CEO VARIS CORPORATION

STATE OF Ohio)
COUNTY OF Hamilton) SS:

25th The foregoing Mortgage of Intellectual Property was acknowledged before me this day of September, 1998, by Forrest P. Cauthier, the Chief Executive Officer of Varis Corporation, an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

Accepted as of September 24, 1998:

PATRICIA S. STEINER
Notary Public, State of Ohio
My Commission Expires Sept. 14, 2002

STAR BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: EDWARD L. DRYER
Title: REG.

varis.mtg

EXHIBIT A**PATENTS****PATENTS:**

	Title	Patent No.	Country and Date of Issue	Inventor	Expiration Date	Assignment and/or Chain of Title (including USPTO Reel and Frame #'s)
1.	Method of Utilizing Variable Data Fields with a Page Description Language	5,729,665	USA 3/17/98	Gauthier	3/17/15	Varis Reel 8003, Frame 0261
2.	Method for Banding and Rasterizing an Image in a Multiprocessor Printing System	5,594,860	USA 1/14/97	Gauthier	1/14/14	Varis Reel 8003, Frame 0261
3.	Run Time Diagnostic System ("SATURN")	5,793,946	USA 8/11/98	Gauthier Jovic	3/12/16	Varis Reel 8176, Frame 0023
4.	System Architecture for Processing and Transporting Page-Map Data to a Raster Print Engine	5,796,930	USA 8/18/98	Gauthier Jovic	11/13/15	Varis Reel 8026, Frame 0095
5.	Method for Merging Variable Image Data into a Template Image	5,740,338	USA 4/14/98	Gauthier Jovic	11/13/15	Varis Reel 8072, Frame 0322
6.	Image Registration Method ("Taxi ASIC")	5,760,914	USA 6/2/98	Gauthier Jovic	6/25/16	Varis Reel 8285, Frame 0439

PATENTS PENDING:

Title	Application No.	Country and Date of Filing	Inventor	Assignment and/or Chain of Title (including USPTO Reel and Frame #'s)
1. System and Method for Synchronizing the Piezoelectric Clocks of a Plurality of Ink Jet Print Heads	08/745,699	USA 11/96	Gauthier Jovic	Varis Reel 8337, Frame 0146
2. Method of Utilizing Variable Date Fields with a Page Description Language	08/896,899	USA 7/97	Gauthier Jovic	Varis Reel 8926, Frame 0455
3. Method and System for Flowing Data to an Arbitrary Path Defined by a Page Description Language	08/897,467	USA 7/97	Gauthier Walker	Varis Reel 8921, Frame 0713
4. System and Method for Interfacing a Raster Printer Controller with a Plurality of Print Engines	08/717,477	USA 10/96	Gauthier Jovic	Varis Reel 8400, Frame 0590
5. Image Registration Method ("Taxi ASIC") II	09/039,368	USA 3/98	Gauthier Jovic	Varis
6. Method for Generating a Stroke Frequency Signal on a Plurality of Ink Jet Print Heads	09/135,292	USA 8/98	Gauthier Jovic	Varis
7. Filtering Method to Reduce Pixel Density	09/135,735	USA 8/98	Walker Marmosa Check	Varis

8.	STANDALONE NETWORK CONFIGURATION	09/135,162	USA	Walker	Varis
			8/98	Marmosa	

EXHIBIT B

TRADEMARKS AND SERVICE MARKS

REGISTERED MARKS:

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction (State or Country)</u>	<u>Date of Issue</u>	<u>Expiration Date</u>
1. "V" design	2,137,761	USA	2/17/98	2/17/08
2. "Variable Printing On Demand"	2,148,408	USA	3/31/98	3/31/08

PENDING APPLICATIONS:

<u>Mark</u>	<u>App. No.</u>	<u>Jurisdiction (State or Country)</u>	<u>Date of Filing</u>
1. "VariScript"	75/061,481	USA	2/23/96
2. "Redefining the Printed Page"	75/346,190	USA	8/25/97
3. "Varis" logo and name	75/046,658	USA	1/22/96
4. "Varis"	74/715,128	USA	8/14/95