FORM PTO-1595
(Rev. 6-93)

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

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04-12-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

490334-00001

▼   ▼   ▼

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

1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Varis Corporation	Name: Silicon Valley Bank
Additional name(s) of conveying party(ies) attached? _ Yes X No	Internal Address:

3. Nature of conveyance:	
_ Assignment _ Merger	Street Address: 9701 West Higgins Road
X Security Agreement _ Change of Name	Suite 150
_ Other_____	City: Rosemont State: IL ZIP: 60018
Execution Date: September 30, 1999	Additional name(s) & address(es) attached? _ Yes X No

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)
08/745,699	5,729,665

Additional numbers attached? X Yes _ No

5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 20
Name: David A. Mancino	7. Total fee (37 CFR 3.41) ....$ 800.00
Internal Address: Thompson Hine & Flory LLP	X Enclosed
	_ Authorized to be charged to deposit account
Street Address: 2000 Courthouse Plaza N.E.	8. Deposit account number:
P.O. Box 8801	20-0809
City: Dayton State: Ohio ZIP: 45401-8801	(Attach duplicate copy of this page if paying by deposit account)

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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.

David A. Mancino		3/2/00
Name of Person Signing	Signature	Date
Reg. No. 39,289	Total number of pages including cover sheet, attachments, and document: ____	

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

PATENT
REEL: 010668 FRAME: 0615

490334-00001

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

    A. **Patent Application No.(s)**

08/897,467	09/039,368
09/135,292	09/135,735
09/135,162	09/299,502
09/188,634	09/316,552
09/291,121	60/107,630
60/107,583	

    B. **Patent No.(s)**

5,594,860	5,793,946
5,796,930	5,740,338
5,760,914	5,937,153
5,833,375	

123763.1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 30, 1999 by and between SILICON VALLEY BANK ("Bank") and Varis Corporation ("Grantor").

RECITALS

A.   Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Export-Import Bank Loan and Security Agreement by and between Bank and Grantor dated September 30, 1999 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B.   Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

PATENT
REEL: 010668 FRAME: 0617

Address of Grantor:

7500 Innovation Way
Mason, OH 45040

Attn: MARK W. BODE

Address of Bank:

9701 West Higgins Rd., Suite 150
Rosemont, IL 60018

Attn: _____

GRANTOR:

Varis Corporation

By: _____ Jeffrey A. Palumbo _____

Title: _____ VP : Chief Financial Officer ____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

2

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date

NONE

EXHIBIT B

Patents

	Description	Patent/ Application Number	Issue/ Application Date
1.	Method of Utilizing Variable Data Fields with a Page Description Language	5,729,665	03/17/98
2.	Method for Banding and Rasterizing an Image in a Multiprocessor Printing System	5,594,860	01/14/97
3.	Run Time Diagnostic System ("SATURN")	5,793,946	08/11/98
4.	System Architecture for Processing and Transporting Page-Map Data to Raster Print Engine	5,796,930	08/18/98
5.	Method for Merging Variable Image Data Into a Template Image	5,740,338	04/14/98
6.	Image Registration Method ("Taxi ASIC")	5,760,914	06/02/98
7.	Method of Utilizing Variable Data Fields with a Page Description Language	5,937,153	08/10/99
8.	System and Method for Interfacing a Raster Printer Controller with a Plurality of Print Engines	5,833,375	11/10/98
9.	System and Method for Synchronizing the Piezoelectric Clocks of a Plurality of Ink Jet Print Heads	App. No. 08/745,699	11/12/96
10.	Method and System for Flowing Data to an Arbitrary Path Defined By a Page Description Language	App. No. 08/897,467	07/18/97
11.	Electronic Image Registration System	App. No. 09/039,368	03/16/98
12.	Method for Generating a Stroke Frequency Signal on a Plurality of Ink Jet Print Heads	App. No. 09/135,292	08/17/98
13.	Filtering Method to Reduce Pixel Density	App. No. 09/135,735	08/18/98
14.	STANDALONE NETWORK CONFIGURATION	App. No. 09/135,162	08/17/98
15.	Method of Utilizing Variable Data Fields with a Page Description Language	App. No. 09/299,502	04/26/99
16.	System and Method for Interfacing a Raster Printer Controller with a Plurality of Print Engines	App. No. 09/188,634	11/09/98

Description	Patent/ Application Number	Issue/ Application Date
17. Method for Synchronizing Pixel Deposition Frequencies Between a Plurality of Print Engines	App. No. 09/316,552	05/24/99
18. Method and System for Merging Variable Text and Images Into Bitmaps Defined by a Page Description Language	App. No. 09/291,121	04/14/99
19. Multi-Configuration Control System for a High-Speed Printer Including Multiple Print Engine Controllers and Associated Method	App. No. 60/107,630	11/09/98
20. Method and System for Dynamic Flowing of Data to an Arbitrary Path Defined by a Page Description Language	App. No. 60/107,583	11/09/98

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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
1. "V" design	2,137,761	02/17/98
2. "Variable Printing on Demand"	2,148,408	03/31/98
3. "VariScript"	2,272,539	08/24/99
4. "Redefining the Printed Page"	2,272,920	08/24/99
5. "Varis" logo and name	2,272,529	08/24/99
6. "Varis"	2,219,168	01/19/99
7. "Relevance Drives Response"	App. No. 75/774,313	08/12/99

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EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date

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NONE

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