

07-10-2000

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New **6.12.00**
- ☐ Resubmission (Non-Recordation)  
Document ID#
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☐ Assignment ☒ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

- ☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1) **Logic Associates, Inc.**

Execution Date  
Month Day Year  
**04 07 2000**

Name (line 2)

**Second Party**

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) **Constellation Software Inc.**

☒ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1) **20 Adelaide Street East, Suite 1200**

Address (line 2) **Toronto, Ontario**

Address (line 3)  **Canada**

City

State/Country

Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name **Margaret A. Boulware**

Address (line 1) **Jenkins & Gilchrist, A Professional Corporation**

Address (line 2) **1100 Louisiana, Suite 1800**

Address (line 3) **Houston, Texas 77002-5214**

Address (line 4)

07/10/2000 ASCDTT 00000167 5268878

01 FC:581

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240.00 OP

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

**PATENT**  
**REEL: 010892 FRAME: 0300**

**Correspondent Name and Address**

Area Code and Telephone Number **(713) 951-3300**

Name **Margaret A. Boulware**

Address (line 1) **Jenkins & Gilchrist, A Professional Corporation**

Address (line 2) **1100 Louisiana, Suite 1800**

Address (line 3) **Houston, Texas 77002-5214**

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# **4**

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**


<b>5,260,878</b>	<b>4,716,978</b>	<b>4,605,083</b>
<b>4,602,692</b>	<b>4,479,559</b>	<b>D281,690</b>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number

only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

**Number of Properties**

Enter the total number of properties involved.

# **6**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **240.00**

Method of Payment:  
**Deposit Account**

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# **10-0447**

Authorization to charge additional fees:

Yes ☒ No ☐

**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. Charges to deposit account are authorized, as indicated herein.*

**Margaret A. Boulware**

Name of Person Signing

*Margaret A. Boulware*

Signature

*June 8, 2002*

Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Owner : Logic Associates, Inc.  
Patent No. : 5,260,878  
Issue Date : November 9, 1993  
Title : Web Press Monitoring System

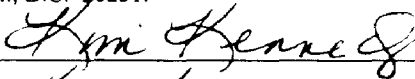
**DESIGNATION OF DOMESTIC REPRESENTATIVE**  
**FOR OWNER OF SECURITY INTEREST**

Assistant Commissioner of Patents  
Washington, D.C. 20231

Sir:

Constellation Software Inc., a corporation organized under the laws of Ontario, Canada with an address of 20 Adelaide Street East, Suite 1200, Toronto, Ontario, Canada, has obtained a security interest in the above referenced issued patent and hereby designates the following as its domestic representative:

Margaret A. Boulware  
Jenkins & Gilchrist, a Professional Corporation  
1100 Louisiana, Suite 1800  
Houston, Texas 77002-5214  
(713) 951-3300 (telephone)  
(713) 951-3314 (facsimile)

Date of Deposit	<u>June 1, 2000</u>
I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.	
 <u>Kim Kennedy</u>	

The original Patent Security Agreement setting out Constellation Software Inc.'s security interest in this patent is being filed contemporaneously with this document with the Assignment Branch of the U.S. Patent and Trademark Office.

Constellation Software Inc. does not believe there are any fees associated with the filing of this document, but should same be necessary the Office is hereby authorized to make any charges or issue any credits to Deposit Account No. 10-0447 (45775-00003).

CONSTELLATION SOFTWARE INC.

Date: MAY 5, 2000

By: 

Name:

MARK LEONARD

Title:

PRESIDENT

## PATENT SECURITY AGREEMENT

WHEREAS, Logic Associates, Inc., a New Hampshire corporation (the "Grantor"), having an address at 112 Etna Road Lebanon, New Hampshire 03766 owns the Patents and Patent applications listed on Schedule 1 annexed hereto and is a party to the Patent Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, concurrently with the execution of this Agreement, printCafe, Inc. ("Borrower") is executing certain promissory notes (the "CSI Notes") payable to the order of Constellation Software Inc. (individually, "CSI") and certain other promissory notes (the "Other Notes" and, collectively with the CSI Notes herein the "Notes") payable to the order of the Other Creditors (as such term is defined in that certain Agency and Intercreditor Agreement [the "Agency Agreement"] dated as of the date hereof among CSI and the Other Creditors, and, collectively with CSI, herein the "Lenders").

WHEREAS, pursuant to the terms of that certain Master Subordinated Security Agreement dated as of April 7, 2000, (as the same may be amended and in effect from time to time, the "Security Agreement") among Borrower, certain other Debtors, as defined therein (including Grantor), and CSI, as agent for the Lenders (in such capacity "Secured Party"), Grantor has granted to Secured Party a security interest in all its right, title and interest in, to and under all now owned and certain hereafter acquired Patents (as defined in the Security Agreement and herein so used), Patent applications and Patent Licenses (as defined in the Security Agreement and herein so used), together with the goodwill of the business symbolized by Grantor's Patents and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"):

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;
- (2) each Patent License, including, without limitation, each Patent License listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any

Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, any Patent issued pursuant to a Patent Applications referred to in Schedule 1 and any Patent licensed under any Patent License listed on Schedule 1 annexed hereto.

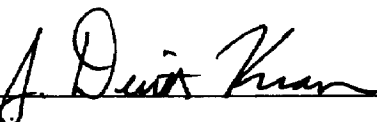
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 7<sup>th</sup> day of April, 2000.

Acknowledged:


**GRANTOR:**

**LOGIC ASSOCIATES, INC.**

By:   
Name: \_\_\_\_\_  
Title: Vice President

**SECURED PARTY:**

**CONSTELLATION SOFTWARE INC.**  
as agent

By:   
Name: Mark Leonard  
Title: President

STATE OF New York

§  
§  
§

COUNTY OF Queens

This instrument was acknowledged before me this 7<sup>th</sup> day of April, 2000, by J. Devitt Kramer, the Vice President of Logic Associates, Inc., a New Hampshire corporation, on behalf of such corporation.

WITNESS my hand and official seal.

[SEAL]

Anita Chiu  
Notary Public in and for the State of New York  
Print Name: Anita Chiu

My commission expires:

November 9, 2000

**ANITA CHIU**  
Notary Public, State of New York  
No. 01CH6015943  
Qualified in Queens County  
Commission Expires November 9, 2000

CANADA

PROVINCE OF ONTARIO

CITY OF TORONTO

§  
§  
§

This instrument was acknowledged before me this 6<sup>th</sup> day of April, 2000, by Mark Leonard, the President of CONSTELLATION SOFTWARE INC., an Ontario corporation, on behalf of such corporation.

WITNESS my hand and official seal.

[SEAL]

Gregory B. Shepherd  
Notary Public in and for the Province of Ontario  
Print Name: GREGORY B. SHEPHERD

My commission expires: N/A

Schedule 1  
to  
Patent Security Agreement

PATENTS						
Owner of Record After Assignment Agreements are Filed	Country of Origin	Patent Identification	Application or Registration No.	Serial No.	Issue Date (if known)	Expiration Date
Logic Associates, Inc.		Web press monitoring system		5,260,878	11/09/93	
Logic Associates, Inc.		Paper monitoring system		4,716,978	01/05/88	
Logic Associates, Inc.		Method and apparatus for weighing material		4,605,083	08/12/86	
Logic Associates, Inc.		Method and apparatus for weighing material		4,602,692	07/29/86	
Logic Associates, Inc.		Method and apparatus for weighing material		4,479,559	10/30/84	
Logic Associates, Inc.		Control console		D281,690	12/10/85	

SCHEDULE 1 TO PATENT SECURITY AGREEMENT - Solo Page  
McCarthy Térrault TDO-CORP #6774668 / v. 2