

06-28-2002



Form PTO-1595

(Rev. 03/01)

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OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

DAY RUNNER, INC.

6-14-02

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

3. Nature of conveyance:

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

Execution Date: June 7, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: 6701 Center Drive West

Suite 520

City: Los Angeles State: CA Zip: 90045

Additional name(s) & address(es) attached? ☐ Yes ☒ 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)

D414806	D392318	D394456	D396490
388459	5186565	D397724	D390263

Additional numbers attached? ☒ Yes ☐ No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Bryan Snyder, Paralegal

Street Address: 2049 Century Park East

Suite 2100

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41).....\$ 680.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

DO NOT USE THIS SPACE

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.

Bryan Snyder, Paralegal

Name of Person Signing

Signature

June 11, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT

REEL: 013019 FRAME: 0433

SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

PART A
(Patents)

<u>TITLE</u>	<u>COUNTRY</u>	<u>PATENT NUMBER</u>
Phone Manager	United States	D414806
Design: Multi-Purpose Information Center	United States	388459
Design: Multi-Purpose Information Center Sliding Ring Mount for a Pocket Binder	United States	D392318
Design: Multi-Purpose Information Center	United States	5186565
Design: Multi-Purpose Information Center/Vertical	United States	D394456
Design: Multi-Purpose Information Center/Horizontal	United States	D397724
Design: Multi-Purpose Information Center/Cubicle	United States	D396490
Design: Multi-Purpose Information Center/Message	United States	D390263
Design: Multi-Purpose Information Center/Org Bd.	United States	D417701
Design: Multi-Purpose Message Board	United States	D404429
Rotatable Binder Insert	United States	D405827
Rotatable Binder Attachment	United States	5948498
Sliding Rotatable Binder Attachment	United States	5219239
Multi-Purpose Message Board	United States	5232301
Notebook Binder Having a Tray with Sliding Lid	United States	5295758
		5527069
		5340156

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of June 7, 2002, is made by DAY RUNNER, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and among Grantor, Lender, and the other Credit Parties signatory thereto (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to induce Lender to extend the financial accommodations as provided for therein, Grantor has agreed to execute and deliver this Agreement to Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned by or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the "Intellectual Property Collateral"):

- (a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of Grantor against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by Grantor against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

Notwithstanding the generality of the foregoing, the "Intellectual Property Collateral" excludes: (A) Contracts and General Intangibles to the extent the granting of a security interest therein (i) is contrary to applicable law or (ii) is prohibited by or would constitute a default under any agreement or document governing any such Contract or General Intangible (but only to the extent such prohibition or default is enforceable under applicable law); and (B) the "Licensed Property" under and as defined in the License Agreement #8878-WBLT made May 12, 1998, between Grantor and Warner Bros., a Division of Time Warner Entertainment Company L.P. (as the same may be amended, restated, supplemented or modified from time to time, the "Warner Agreement"), but not the proceeds and products of such Licensed Property or the Warner Agreement itself.

3. Covenants Regarding Intellectual Property Collateral.

(a) Grantor shall notify Lender immediately if it knows or has reason to know (i) that any application or registration relating to any of its Licenses, Patents, Trademarks or Copyrights that are material to the operation of its business may become abandoned or dedicated, or (ii) of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any such License, Patent, Trademark or Copyright that is material to the operation of its business, its right to register the same, or to keep and maintain the same. The parties hereto understand and agree that trademarks of any Corporate Credit Party registered outside of the United States of America may be permitted to lapse in accordance with the business judgment of such Corporate Credit Party.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender written notice thereof, and, upon request of Lender, Grantor shall execute and deliver any and all security documents as Lender may reasonably request to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless Grantor shall determine that (i) such Patent, Trademark or Copyright is not material to the conduct of its business or (ii) in its reasonable judgment, it is not desirable to Grantor's business to register such Patent, Trademark or Copyright.

(d) In the event that any of Grantor's Intellectual Property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property is not material to the conduct of its business or operations, promptly sue for, and seek recovery of any and all damages resulting from, such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property.


4. Loan Agreement. The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Lender pursuant to the Loan Agreement with respect to the Intellectual Property Collateral identified herein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

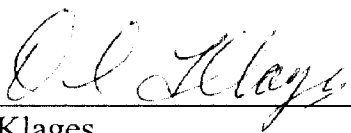
DAY RUNNER, INC.

By: 
Name: David Klages
Title: CEO

Agreed to and Acknowledged by:

"Lender"

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
David Klages
Duly Authorized Signatory

SCHEDULE I
to
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COPYRIGHT SECURITY AGREEMENT

PART A
(Patents)

<u>TITLE</u>	<u>COUNTRY</u>	<u>PATENT NUMBER</u>
Phone Manager	United States	D414806
Design: Multi-Purpose Information Center	Canada	83590
Design: Multi-Purpose Information Center	United States	388459
Design: Multi-Purpose Information Center	Canada	83588
Design: Multi-Purpose Information Center	United States	D392318
Sliding Ring Mount for a Pocket Binder	United States	5186565
Design: Multi-Purpose Information Center	United States	D394456
Design: Multi-Purpose Information Center/Vertical	Canada	87344
Design: Multi-Purpose Information Center/Vertical	United States	D397724
Design: Multi-Purpose Information Center/Horizontal	Canada	87345
Design: Multi-Purpose Information Center/Horizontal	United States	D396490
Design: Multi-Purpose Information Center	United States	D390263
Design: Multi-Purpose Information Center/Cubicle	United States	D417701
Design: Multi-Purpose Information Center/Message	United States	D404429
Design: Multi-Purpose Information Center/Org Bd.	United States	D405827
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Sliding Rotatable Binder Attachment	United States	5295758
Multi-Purpose Message Board	United States	5527069
Notebook Binder Having a Tray with Sliding Lid	United States	5340156

PART B
(Trademarks)

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NUMBER</u>
411	Canada	833851
411	United States	2185299
Business Manager and design	United States	2265632
Day Runner	United States	1938002
Day Runner	Argentina	1509985
Day Runner	Australia	424629
Day Runner	Brazil	819622451
Day Runner	Canada	361126
Day Runner	Denmark	61391992
Day Runner	United Kingdom	B1239525
Day Runner	Finland	5000/91
Day Runner	France	1307038
Day Runner	Germany	1106680
Day Runner	Greece	106480
Day Runner	Hong Kong	B00372
Day Runner	Hong Kong	10557/95
Day Runner	Indonesia	403039
Day Runner	Italy	725806
Day Runner	Malaysia	96-15145
Day Runner	Mexico	425278
Day Runner	Norway	159250
Day Runner	New Zealand	258474
Day Runner	Philippines	115752
Day Runner	Portugal	278927
Day Runner	Spain	1103428
Day Runner	Sweden	239797
Day Runner	Switzerland	395048
Day Runner	United States	1946378
Day Runner	United States	1904400
Day Runner and Design	United States	1934906
Day Runner and Design	United States	1381281
Day Runner and Design (segmented line)	United States	2113058
Day Runner and Design (Streaked Man Running)	United States	2071967
Design (Streaked Figure Running)	United States	2223147
Home Manager (Stylized) and design (coffee cup)	United States	1339189
MEMO-RY	United States	2462346
Organized for Life	United States	1966339
PRO Business System	United States	1963861
PRO Business System and Design	Canada	347359
Running Mate	United States	1336645
Running Mate		

PART C
(Copyrights)

NONE.