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TORM 1 10-1390	U.S. DEFARTMENT OF COMMERCE			
1021509 Docket No.: 61926-010	Patent and Trademark Office			
	: Please record the attached original documents or copy thereto:			
1 Name of Conveying Party(ies):	2. Name and address of receiving party(ies):			
Wells Fargo Bank	Name: Bell & Howell Phillipsburg Company			
	Address: 795 Roble Road			
Additional name(s) of conveying party(tes) attacked? [Yes	Andress. 195 Roble Rodd			
3. Nature of Conveyance: 17/49/40	LeHigh Valley, PA 18001			
Assignment Merger				
Security Agreement Change of Name				
Other Release of Security Interest				
Execution Date: August 17, 1993				
	Additional name(s) & address(es) attached? Yes			
4. Application number(s) or patent number(s):	!			
If the 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).			
	Attached - Schedule H1			
Additional numb	pers attached? X Yes			
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved: 10			
concerning document should be mailed:				
Name: Willem Gadiano	7. Total fee (37 CFR 3.41) \$400.00			
Internal Address: MCDERMOTT, WILL & EMERY	Enclosed			
11101111111111111111111111111111111111	Authorized to be charged to deposit account			
Street Address: 600 13th Street, N.W.	8. Deposit account number:			
	500417			
City: Washington State: DC Zip: 20005				
City. Washington State. BC 23p. 2000				
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.				
David M. Tennant, Reg. No. 48,362	11 benner 7-3-02			
Name and Registration No. of Person Signing	Signature Date			

07/10/2002 GTON11 00000071 500417 5211344 01 FC:581 400.00 CH

CMB No. 0851-0011 (exp. 4/94)

Total number of pages comprising cover sheet:

Release of Security Interest
Wells Fargo Bank → Bell & Howell Philipsburg Company

	Patent No.	(Serial No.)
1.	5211384	(707048)
2.	5154404	(707043)
3.	5130558	(707102)
4.	5129503	(703856)
5.	5127640	(706856)
6.	5125642	(707105)
7.	5125215	(707078)
8.	5125214	(707328)
9.	5042232	(506022)
10.	4955596	(298542)

ACKNOWLEDGEMENT AND RELEASE

This ACKNOWLEDGEMENT AND RELEASE (this "Release") is dated as of August 17, 1993, and made by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent ("Agent") and Security Agent (as defined below) for the financial institutions ("Lenders") party to the Amended and Restated Credit Agreement referred to below, BELL & HOWELL COMPANY. Delaware corporation ("Company"), and the Guarantor Subsidiaries listed on the lagranure pages hereto.

RECITALS

WHEREAS, Company, Lenders and Agent are parties to that certain Amended and Restated Credit Agreement dated as of December 27, 1989, as amended by that certain Amendment No. 2 to Amended and Restated Credit Agreement, dated as of December 12, 1990, that certain Amendment No. 3 to Amended and Restated Credit Agreement, dated as of July 5, 1991, that certain Amendment No. 4 to Amended and Restated Credit Agreement, dated as of September 6, 1991, that certain Amendment No. 5 to Amended and Restated Credit Agreement, dated as of November 6, 1991, that certain Amendment No. 6 to Amended and Restated Credit Agreement, dated as of December 20, 1991, those two certain letter agreements dated as of December 20, 1991. that certain Amendment No. 7 to Amended and Restated Credit Agreement, dated as of April 28, 1992, that certain Amendment No. 8 to Amended and Restated Credit Agreement, dated as of June 8, 1992, that certain Amendment No. 9 to Amended and Restated Credit Agreement, dated as of July 29, 1992, that certain Amendment No. 10 to Amended and Restated Credit Agreement, dated as of September 25, 1992, that certain Amendment No. 11 to Amended and Restated Credit Agreement, dated as of February 18, 1993, and that certain Amendment No. 12 to Amended and Restated Credit Agreement, dated as of June , 1993 (together with all other amendments, modifications, supplements thereof the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, Company entered into (i) that certain Borrower Pledge Agreement dated as of December 27, 1989 with Wells Fargo Bank, National Association, in its capacity as security agent (in such capacity, "Security Agent," and such pledge agreement being the "Company Pledge Agreement") and (ii) that certain Borrower Security Agreement dated as of December 27, 1989 with Security Agent together with the Patent Security Agreement and the Trademark Security Agreement each dated as of December 27, 1989 and executed by Company in favor of Security Agent (collectively, the "Company Security Agreements", and together with the Company Pledge Agreement (the "Company Collateral Documents").

WHEREAS, in connection with the Credit Agreement, the subsidiaries of Company listed in Schedule I hereto (the "Guarantor Subsidiaries") entered into that

(Release)

certain Subsidiary Security Agreement dated as of December 27, 1989 with Security Agent together with the Patent Security Agreement and the Trademark Security Agreement each dated as of December 27, 1989 executed by the Guarantor Subsidiaries in favor of Security Agent (collectively, the "Subsidiary Collateral Agreements").

WHEREAS, pursuant to that certain Subsidiary Guarantee Agreement dated as of December 27, 1989 (the "Subsidiary Guarantee"), the Guarantor Subsidiaries guaranteed the obligations of Company under the Credit Agreement and the other documents executed pursuant to or in connection with the Credit Agreement (collectively, the "Loan Documents").

WHEREAS, Company, Agent and Lenders desire to (i) terminate the commitments of Lenders to make loans and otherwise extend credit under the Credit Agreement (the "Commitments"), (ii) terminate the security interests granted pursuant to the Company Collateral Documents and the Subsidiary Collateral Documents or otherwise arising under any of the Loan Documents, and (iii) release each of the Guarantor Subsidiaries from its obligations under the Subsidiary Guarantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Agent, for itself and on behalf of Lenders, and Company hereby agree as follows:

SECTION 1. Prepayment of Obligations. Agent acknowledges the receipt from Company of \$35,186,968.30 representing (i) the prepayment of the principal amount of all loans (collectively, the "Loans") outstanding on the date hereof under the Credit Agreement plus (ii) the payment of all interest, fees and expenses accrued on or with respect to the Loans or any Letters of Credit (as defined below) as of the date hereof. In addition, Agent acknowledges that all letters of credit (the "Letters of Credit") issued under the Credit Agreement and outstanding on the date hereof (i) will hereafter be deemed to be issued and outstanding under that certain Credit Agreement dated as of August 17, 1993 among Company, the lenders listed therein and Bankers Trust Company, as agent (the "New Credit Agreement") and (ii) will no longer be deemed to be issued and outstanding under the Credit Agreement. Agent, on behalf of Lenders, and Company hereby acknowledge and agree that, as of the date hereof, the Commitments of Lenders are terminated and are of no further force or effect.

SECTION 2. Termination of Security Interests. Security Agent hereby agrees, for itself and on behalf of Lenders, that as a result of the receipt of the amount set forth in Section 1 hereof, the arrangements referred to in Section 1 hereof with respect to all Letters of Credit being treated as issued and outstanding under the New Credit Agreement and not under the Credit Agreement, and the termination of the Commitments, all liens, security interests, charges or other encumbrances of any kind (collectively, "Liens") in all property (including, without limitation, all real or personal property, all tangible or intangible property and the collateral listed on Schedule II attached hereto) of Company and the Subsidiaries or the Mortgagor Subsidiaries,

(Release)

granted in favor of Security Agent for its own benefit and for the ratable benefit of Lenders pursuant to the Company Collateral Documents or the Subsidiary Collateral Documents, as the case may be, or pursuant to any of the other Loan Documents, shall immediately terminate, cease to exist and be released, all without need for further action by Security Agent, Lenders or any other person. Company and Security Agent further agree that, upon payment of the amount set forth in Section 1 hereof, each of the Company Collateral Documents and the Subsidiary Collateral Documents shall be terminated.

SECTION 3. Release of Subsidiary Guaranty. Security Agent, for itself and on behalf of Lenders, agrees that, effective upon the termination of the Subsidiary Collateral Documents as described in Section 2 hereof, all of the Guarantor Subsidiaries are, and each of them hereby is, automatically released and discharged from all obligations under or in respect of the Subsidiary Guarantee and that the Subsidiary Guarantee shall be of no further force or effect against any of the Guarantor Subsidiaries, all without any further action by Security Agent, any Lender or any other person.

SECTION 4. Further Assurances. Security Agent shall cause, at the expense of Company, any stock certificates and other instruments which represent collateral released hereunder to be delivered to such party as Company or any of the Subsidiaries or the Mortgagor Subsidiaries, as applicable, may designate and, upon payment of expenses of Agent or Security Agent (including the fees and expenses of its counsel) related thereto, shall execute such further documents as Company or any of the Subsidiaries or the Mortgagor Subsidiaries may reasonably request to give effect to this Release, including, without limitation, UCC termination statements, releases or other instruments terminating any Liens in patents or trademarks or in any interests in real property in recordable form, and any other instruments required to terminate any other filing or recording with respect to any of such collateral.

SECTION 5. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

Number of counterparts and by different parties hereto in separate counterparts, all of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(Release)

Bell & Howell Mailmobile Company

Bell & Howell Phillipsburg Company

Bell & Howell Publication Systems Company

University Microfilms Inc.

Schedule I-1

(Release)

LA1-311162.V1/045,710-439

IN WITNESS WHEREOF, Wells Fargo Bank, National Association, as Agent and Security Agent, Company and the Guarantor Subsidiaries have caused their duly authorized representatives to execute this Release as of the date first written above.

-	
	WELLS FARGO BANK, NATIONAL ASSOCIATION as Agent and Security Agent
	By:
Company:	BELL & HOWELL COMPANY
	By: Name: Title:
Guarantor Subsidiaries:	BELL & HOWELL DOCUMENT MANAGEMENT PRODUCTS COMPANY
	By: Name: Title:
	BELL & HOWELL MAILMOBILE COMPANY
	By:
	BELL & HOWELL PHILLIPSBURG COMPANY
	By: Name: Title:

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LA1-311162.V1/045,710-439

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115 HANG 3

IN WITNESS WHEREOF, Wells Fargo Bank, National Association, as Agent and Security Agent, Company and the Guarantor Subsidiaries have caused their duly authorized representatives to execute this Release as of the date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION as Agent and Security Agent

By: Name: Title:

Company:

BELL & HOWELL COMPANY

By: // BuName: Patrick: J. Graven

Title: Theasurer

Guarantor Subsidiaries:

BELL & HOWELL DOCUMENT MANAGEMENT PRODUCTS COMPANY

By: Name: Patrick J Craver
Title: Tressurer

BELL & HOWELL MAILMOBILE COMPANY

Name: Pethicle J. Grave -

Title: Treasure-

BELL & HOWELL PHILLIPSBURG COMPANY

By: // han

Title: Tressurer

S-1

(Release)

LA1-311162.V1/045,710-439

-PATENT

REEL: 013056 FRAME: 0545

BELL & HOWELL PUBLICATION SYSTEMS COMPANY

By: Name: Patrick I Graven

Title: Tressurer

UNIVERSITY MICROFILMS INC.

By: Ham
Name: Perche J. Graver

Title: Treasurer

METATION OF A CHEST

SCHEDULE 1 TO

TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

AND UNREGISTERED TRADEMARKS RELATED

EXCLUSIVELY TO BELL & HOWELL PHILLIPSEURG COMPANY

MARK	REGISTRATION NO.	REGISTRATION DATE
Messenger	1,216,120	November 30, 1982
Expediter	1,244,195	July 5, 1983
Mastermailer	1,220,598	December 21, 1982
Mailstar	1,419,750	December 9, 1986
Expediter Royale	1,020,356	September 16, 1975
Matchmaker	1,026,554	December 9, 1975
Phillipeburg	767,086	March 24, 1964

UNREGISTERED TRADEMARKS

MIA COURIER **JETSTAR** MAILWEIGH . STAR*TRACKER

> BELL & HOWELL OWNED TRADEMARKS DECEMBER 31, 1987 (By Division)

CORPORATE

Registered

SYNCHRO-SEARCH

AUTOLOAD BELL & HOWELL CORPORATE SYMBOL	1,227,304 1,432,910 675,229 1,187,106 733,078 1,275,472	February 15, 1983 March 17, 1987 March 10, 1959 January 19, 1982 June 19, 1962 April 24, 1984
FILMO FILMOSOUND POWER AND DESIGN RINGMASTER		

Unregistered

BAHEBA BENEFITS SYMBOL BHAC HAKING POWER WHEN YOU WIN WE WIN

DOCUMAIL

Registered

DOCUMAIL

Unregistered

NONE

MATLMOBILE

Registered

MAILMOBILE mailmobile (stylized) MAILMOBILE and design

Unregistered

PACKNOBILE SPRINT

DMPD (Document Management Products)

Registered

ABR AUTOLOAD PILENASTER FileMaster (STYLIZED) MICRO-TWIN **HICROX** reel and design SRM SYNCRO-SEARCH

Unregistered

AUTOMASTER CARTRIDGE-PAK - applied for CLASSIC COMMUTER DATA SEARCH

DSF DSR IMAGE SEARCH IMAGE SEARCH PLUS INTER/COM KICRO COPY REPORTER SCANDEX SPACE MASTER TDR ULTRAFILE

PSD (Publication Systems)

Registered

PHONEFICHE ZIP+FICHE

Unregistered

IDB 3000

NBJ (NB Jackets)

Registered

BLUE RIB MICROFILM JACKET DESIGN (drawing-6 ribs) MICROFILM JACKET DESIGN (drawing-7 ribs)

Unregistered

NB JACKETS

SCHEDULE 2 TO

TRADEMARK SECURITY AGREEMENT

流 17 约

UNITED STATES TRADEMARK REGISTRATIONS

AND APPLICATIONS

OWNED BY BELL & HOWELL COMPANY

MARK REGISTRATION NO.

REGISTRATION DATE

Datrix II

1,041,047

June 8, 1976

115278 1116U

REEL: 013056 FRAME: 0550

Schedule 1 to EXHIBIT C to Subsidiary Security Agreement

PATENTS

U.S. Patent No.

Date Issued

Related Foreign Patents

None

PATENT APPLICATIONS

None

PATENT

Schedule 2 to EXHIBIT C to Subsidiary Security Agreement

PATENTE

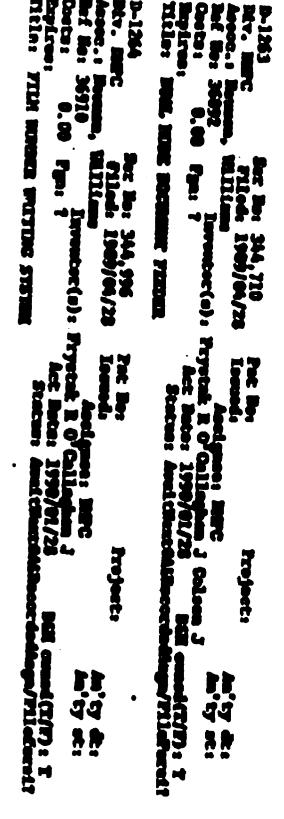
U.S. Patent No. Date Issued Related Foreign Patents

PATENT APPLICATIONS

See Attachment

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PATENT³⁷
REEL: 013056 FRAME: 0553

1116 PART 1 2 01152 20 0 0111/13

C-1521B	C-1471A	C-1879	C-1866	C-1831	C-1828	GBB CASK NO.	• ••
D-1070 CM2	D-1077	D-1175	D-1233	D-1217	D-1162 (UK)	DOCKET	
INSERTION MACHINE WITH FOSTAGE CATEGORIZATION AND SELECTIVE MERCHANDISING	INSERTION NACHINE WITH POSTAGE CATEGORIZATION	ADJUSTABLE ACCUMULATOR FOR PAPER SHEETS	INSTRUTION MACHINE WITH	IMPROVED STUPPING STATION	PAPER FOLDING APPARATUS	TATALE	
4,797,830~	4,809,187~	4,767,115~	4,865,304	4,798,040	4,726,578	PATERY NO.	,
1/10/89	2/28/89	8/30/88	9/12/89	1/17/89		Tasus	9
Baggarly et al.	J. Adams et al.	Garthe	VanderSyde/Beatty/ Roxas	Haas/Beatty/Roxas	Hickman/Riches E	P.: 0130	Schedule 1 to EXHIBIT C to Subsidiary Security Agreement 56 FRAME: 0554

PHILLIAPSBURG PAYERY APPLICATIONS

DOCUMENT STACKING APPARATUS Ser. 248457/ 10/35/48 Manzke LIVERTOR

D-1273 Div. Assoc.: Ref No: Costs: Expires: Title:	D-1272 Div. Assoc.: Ref No: Costs: Expires: Title:	D-1271 Div. Assoc.: Ref No: Costs: Expires: Title:	D-1270 Div. P'BURG Assoc.: Gr Ref No: C- Costs: 0 Expires: 1
Ser No: 193 Filed: 1988 Griffin Branigan C-2149	Ser No: Piled: Fiffin Branigan C-2147 Invento 0.00 Fgn: ENVELOPE PROCESSING ME	Ser No: Filed: Griffin Branigan C-2311 Invento 0.00 Fgn: ? SHEET SEPARATOR DEVICE	Ser Nurs Ser Ner Filed Griffin Branigan C-2187 Inven 0.00 Fgn: IM-LIME ROTARY INSER
,981 / /05/13 Riess US (DES]	Ser No: 193,629 Pat 1 Filed: 1988/06/13 Issue Inventor(s): Herzog J Oliver Act I State SING METHOD AND APPARATUS BAR	401,743 / 1989/09/01 r(s): Moser J.	U.S. 338,171~ 1989/04/14 (s): Orsinger 1 H Nyffenegge
Pat No: Issued: Assignee: B&H CO. R Ricciardi M Feely J Act Date: Status: Avaiting 1st OA	Pat No: Issued: Assignee: iver M Act Date: Status: Abandoned BAR CODE PRINTER 1	Pat No: Issued: Assignee: B&HP' Warden G Bieber T Act Date: 1990/04/01 Status: Await 1st OA	Pat No: Issued: Assignee: Hawkes R Balec E D Fallos G Act Date: 1990/ Status: FileFor
Project: B&H owned(T/F):	Project: B&H owned(T/F): 8/09/06	Project: BURG B&H owned(T/F): /Executed Assignmen	Project: An'ty 2BBHP'BURG Lee J 01/14 B&H owned(T/F): T n?Await lstOA/CorrectAsgmmt
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MAIL SORTING APPACATUS AND HETHOD	Ser No: Filed: Griffin Branigan C-2322 Inventor(s):	ANGLED CONVEYER FOR DOCUMENT PACKAGING	Ser No: 248,458 / Filed: 1988/090/23 C-2194 Inventor(s): Evans D	HETHOD AND APPA	Ser No: 298,542 / Piled: 1989/01/18 Griffin Branigan C-2195 Inventor(s): Ricciardi M	٠
Act Date: B Status: Draft application	Pat No: Issued: Assignee:	Act Date: BEN on Status: Allowed/Await Issuance	Pat No: Issued: Assignee: Bill CO.	Act Date: 1990/01/05 Status: Amendment due TACKING ARTICLES	Pat No: Issued: Àssignee:	MELO 140 HOLLES
Bill owned(T/F): F	Project: An'ty dt: An'ty st:	Bill owned(T/F): T (squance	Project: An'ty dt: An'ty st:	B&H owned(T/F): F	Project: An'ty dt: An'ty st:	

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Schedule 2 to EXHIBIT C to Subsidiary

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PATENTS

U.S. Patent No.

Date Imsued

Related Foreign Patents

None

PATENT APPLICATIONS

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Schedule 1 to EXHIBIT C to Subsidiary Security Agreement

PATENTS

U.S. Patent No.

Date Issued

Related Foreign Patents

PATENT APPLICATIONS

None

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Schedule 2 to EXHIBIT C to Subsidiary Security Agreement

PATENTS

U.S. Patent No.

Date Issued

Related Foreign Patents

PATENT APPLICATIONS

See Attached

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Issued: Pat No:

Ser No: Filed:

327,741 1989/03/23

D-1269 Div. PSC

Ref No: Assoc.:

10064 Weiss

0.00 Fgn: ?

Inventor(s): Sampson C

Costs:

Title: Expires:

DISPLAY SCREEN BEZEL & ASSEMBLY METHOD

Status:

Act Date: 18: Await issuance

B&H owned(T/F): T

Assignee:

BAHPSC

Project:

IDB 2000

An'ty dt: An'ty st:

University microfilms

Schedule 1 to EXHIBIT C to Subsidiary Security Agreement

PATENTA

J.S. Patent No.

Date Ixqued

Related Foreign Patents

None

PATENT APPLICATIONS

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Schedule 2 to EXHIBIT C to Submidiary Security Agreement

PATENTS

U.S. Patent No.

Date Issued

Related Foreign Patents

PATENT APPLICATIONS

See attachments

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PATENT AND TRADEMARK

MAY 2 9 1990

RECORDED: 07/03/2002

RECORDED
PATENT AND TRADEMARK
OFFICE

SEP 30 1993

PATENT REEL: 013056 FRAME: 0564

Project:

OPERATING SYSTEM FOR IMPORMATIO

Pg:

rentor(s): Willi