PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY AGREEMENT	
CONVEYING PARTY	DATA	·	
		Name	Execution Date
Bowe Bell + Howell C	ompany		09/22/2010
RECEIVING PARTY D)ATA		
Name:	Harris N.A., as Se	cured Party	
Street Address:	111 West Monroe	Street	
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
PROPERTY NUMBER	RS Total: 12		
PROPERTY NUMBER		Number	
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CORRESPONDENCE DATA

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ATTORNEY DOCKET NU	MBER:	1578921		
NAME OF SUBMITTER:		Richard Kalwa		
Total Attachments: 6				
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PATENT COLLATERAL AGREEMENT

This 22nd day of September, 2010, BOWE BELL + HOWELL COMPANY, a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 760 S. Wolf Road, Wheeling, Illinois 60090, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS N.A., a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for Lenders defined in that certain Security Agreement hereinafter defined (said Harris acting as such agent and any successor or successors to said Harris in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "*Patent Collateral*"), to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of September 25, 2003, originally by and among Debtor, certain of its affiliates and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "Security Agreement").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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PATENT REEL: 025066 FRAME: 0415

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

BOWE BELL + HOWELL COMPANY

By_Blake Eadsty	
Name: Blake Eaddy	<u>_</u>
Title: Secretary	

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

HARRIS N.A., as Secured Party

By ______ Name: ______ Title:______

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

BOWE BELL + HOWELL COMPANY

Ву	
Name:	
Title:	

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

HARRIS N.A., as Secured Party

_____ By Name: Stephanic Slavkin Title: Vice President

PATENT REEL: 025066 FRAME: 0417

SCHEDULE A-1

TO PATENT COLLATERAL AGREEMENT

PATENTS

PATENT	Country	Entity	REG NO. OR App. NO.
Apparatus, Method and	United States	Bowe Bell + Howell	7745754
Program Product for		Company	
Processing Mail or		1 2	
Documents Using a			
Mail or Document			
Processing Device			
Privacy Film for	United States	Bowe Bell + Howell	12044662
Maintenance of Data		Company	
Document Profile	United States	Bowe Bell + Howell	12640445
Detection		Company	
Feeder Control System	United States	Bowe Bell + Howell	12861257
and Method		Company	
Systems and Methods	United States	Bowe Bell + Howell	12712310
for Controlling Actuator		Company	
Force as a Controllable			
Replacement for a			
Common Spring in			
Sheet Article			
Processing and Related			
Sheet Article			
Processing Apparatuses Failure Recovery	United States	Bowe Bell + Howell	12726601
Mechanism for Errors	United States		12/20001
Detected in a Mail		Company	
Processing Facility			
Method and System for	United States	Bowe Bell + Howell	12703608
Split Medium Mail	onned States	Company	12/05000
Solution for Customer		0 0 m p m j	
Communications			
Mailpiece with	United States	Bowe Bell + Howell	12702696
Personalized		Company	
Communication and		1	
Return Slip and Related			
Method Utilizing			
Wrapper System			
Method and System for	United States	Bowe Bell + Howell	12775731
In-Line Address Quality		Company	

PATENT REEL: 025066 FRAME: 0418

and Mail Preparation on an Indicia Printing System			
Apparatus, Method and	United States	Bowe Bell + Howell	12716644
Program Production for		Company	
Merging Mail or			
Documents Using a			
Mail or Document			
Processing Device			
Apparatus for	United States	Bowe Bell + Howell	12212312
Processing Mail Items		Company	
and Weighing Module			
with Settling Section			
Method and System for	United States	Bowe Bell + Howell	12882755
Referencing a Specific		Company	
Mail Target for			
Enhanced Mail Owner			
Customer Intelligence			

SCHEDULE A-2

TO PATENT COLLATERAL AGREEMENT

PATENT LICENSES

None

PATENT REEL: 025066 FRAME: 0420

RECORDED: 09/30/2010