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08-16-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2001) Tab settings

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EET U.S. DEPARTMENT OF COMMERCE Y 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):

Southern Lithoplate, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State of North Carolina Other

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

2. Name and address of receiving party(ies)

Name: IBJ Whitehall Business Credit Corporation Internal Address:

Street Address: One State Street

City: New York State: NY Zip: 10004

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State of New York Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 14, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/248,236

B. Trademark Registration No.(s)

2,332,697; 2,343,329; 2,393,054

Additional number(s) attached Yes No

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

Name: Gerald T. Woods King & Spalding

Internal Address:

Street Address: 191 Peachtree St.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Gerald T. Woods Name of Person Signing

Signature

8/15/01 Date

Total number of pages including cover sheet, attachments, and document: 7

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

08/16/2001 6TOM11 00000122 76248236

01 FC:481 40.00 DP 02 FC:482 75.00 DP

TRADEMARK REEL: 002348 FRAME: 0430

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of August 14, 2001, is made by the undersigned, SOUTHERN LITHOPLATE, INC., a North Carolina corporation (the "Company"), to and in favor of IBJ WHITEHALL BUSINESS CREDIT CORPORATION, a New York corporation ("IBJW"), not individually but as Agent (IBJW, in such capacity, the "Agent"), for itself and the other lenders (IBJW) and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Revolving Credit, Term Loan and Security Agreement, dated as of August 14, 2001, made among the Company, as a Borrower thereunder, the other Borrowers party thereto, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan and Security Agreement).

WITNESSETH:

RECITALS.

A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Borrowers, including the Company, pursuant to the Loan and Security Agreement; and

C. Pursuant to the Loan and Security Agreement, as security for the Obligations described therein, the Company has granted a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in all property described as Collateral therein, including, without limitation, all of the Company's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan and Security Agreement and in furtherance of the Loan and Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent has required, among other things, that the Company grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in the Property (as herein defined) pursuant hereto, with the understanding and intent that this Agreement shall be recorded with the United States Patent and Trademark Office to give notice thereof;

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for the payment of all of the Obligations, the Company hereby grants a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, unless and until the Agent exercises the rights and remedies accorded to it under the Loan and Security Agreement and by law with respect to the realization upon its security interest in the Property, or any portion thereof, the Company shall continue to have and enjoy the exclusive, right, title, interest under, and use of, the Property for the Company’s own benefit and account, so that the Company may use and enjoy the Property in connection with its business operations and exercise all rights and remedies with respect to the Property, but only in a manner consistent with the preservation of the current substance, validity, registration of the Property and the security interest herein granted in such Property. The Company agrees not to sell or assign its interest in, or grant any sublicense under, the Property, except that the Company may license the

Property in the ordinary course of the Company's business but only in a manner consistent with the preservation of the current substance, validity, registration of the Property and the security interest herein granted in such Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in the Property granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Loan and Security Agreement. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence the termination of this Agreement, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Loan and Security Agreement.

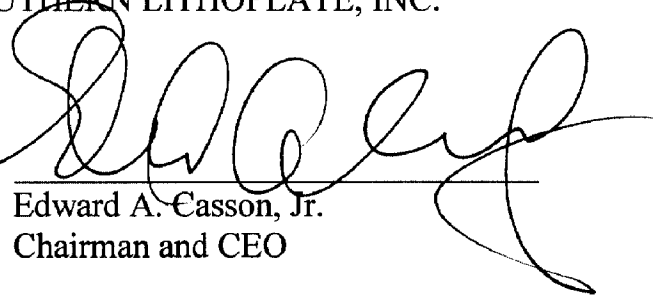
5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan and Security Agreement with respect to such new Trademark. The Company authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan and Security Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent may, after first giving ten (10) days' advance written notice to the Company, do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent for all expenses, including attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

SOUTHERN LITHOPLATE, INC.

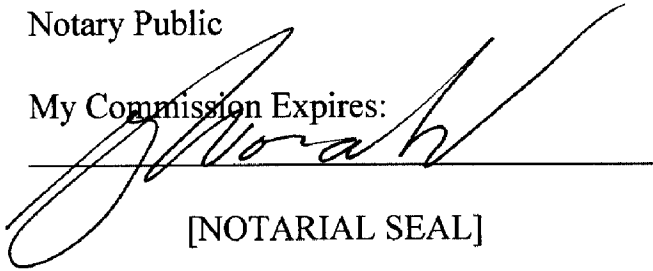
By: 
Edward A. Casson, Jr.
Chairman and CEO

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On August 14, 2001, before me personally came Edward A. Casson, Jr., to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Chairman and CEO of Southern Lithoplate, Inc., who being by me duly sworn, did depose and say that he is the Chairman and CEO of said corporation; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires:


[NOTARIAL SEAL]



SCHEDULE I

REGISTERED U.S. TRADEMARKS

| <u>DESCRIPTION</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|--------------------|-------------------------|--------------------------|
| Classic 2™ | Reg. #2,332,697 | March 21, 2000 |
| Maxxim™ | Reg. #2,343,329 | April 18, 2000 |
| Peerless KemFre™ | Reg. #2,393,054 | October 10, 2000 |

PENDING U.S. TRADEMARK APPLICATIONS

| <u>DESCRIPTION</u> | <u>APPLICATION NO.</u> | <u>FILING DATE</u> |
|--------------------|------------------------|--------------------|
| Spectra 830-n™ | Appl. #76/248,236 | Pending |