

05-16-2002

FORM PTO-1594

(Rev. 03/01)

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



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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Tab settings

5-16-02

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

1. Name of conveying party(ies):

printCafe IP Management, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (DE)
- Other

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

2. Name and address of receiving party(ies):

Name: Iris Graphics Inc.

Internal Address:

Street Address: 3 Federal Street

City: Billerica State: MA ZIP: 01821

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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: May 13, 2002

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

A. Trademark Application No.(s)

See Attached Continuation of Item Four

B. Trademark Registration No.(s)

See Attached Continuation of Item Four

Additional numbers attached? Yes No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 38

7. Total fee (37 CFR 3.41): \$965.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

5/15/02
Date

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

05/17/2002 6TOM11

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01 FC:481
02 FC:482

46.00 DP
925.00 OP

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

TRADEMARK
REEL: 002506 FRAME: 0477

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

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

App. No.	App. No.
75/869,893	75/897,513
75/869,892	75/897,514
75/869,637	75/898,342
75/863,788	75/898,341
75/618,717	75/934,466
75/618,518	76/287,329
75/618,516	76/198,126
75/618,515	76/198,684
75/618,514	76/030,646
75/450,825	76/031,748
76/020,987	76/110,250
75/927,084	76/128,245
75/926,174	76/128,246

Reg. No.	Reg. No.
2,060,047	2,172,578
2,093,575	2,330,525
2,046,785	2,100,119
2,060,046	2,080,161
2,277,388	2,129,352
2,190,502	1,967,919

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 13, 2002 is made by printCafe IP Management, Inc., a Delaware corporation (the "Obligor"), in favor of Iris Graphics Inc., a Delaware corporation (the "Lender"), and party to the Credit Agreement, dated as of December 31, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among printCafe, Inc., a Delaware corporation, parent of Obligor ("Borrower") and now known as Printcafe Software, Inc., a Delaware corporation, and the Lender. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lender has severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of December 31, 2001, in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Lender for the benefit of the Lender a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Lender for the benefit of the Lender to secure payment, performance and observance of the Obligations.

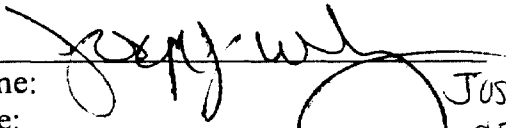
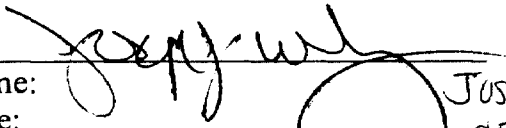
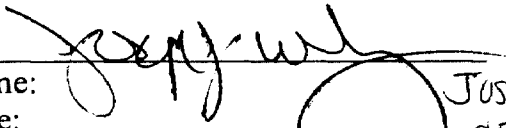
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

printCafe IP Management, Inc.
as Obligor

By: 
Name:  Joseph J. Whang
Title:  CFO & COO

STATE OF Pennsylvania)
) ss
COUNTY OF Allegheny)

On the 13th day of May, 2002, before me personally came Joseph T. Whang, who is personally known to me to be the CFO - COO of Obligor, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the CFO & COO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

NOTARIAL SEAL
Andrea Hecker, Notary Public
City of Pittsburgh, Allegheny County
My commission expires February 28, 2006

Andrea J. Hecker
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Applications

<u>Title</u>	<u>App. No.</u>
PRINTCAFE.NET	75/869,893
PRINTCAFE	75/869,892
PRINTCAFE.COM	75/869,637
POWERPLANT	75/863,788
PRODUCTION PLANNER PRESS DELIVERED	75/618,717
PRODUCTION PLANNER ADDRESSING MANAGER	75/618,518
PRODUCTION PLANNER	75/618,516
PRODUCTION PLANNER TOOLBOX LITE	75/618,515
PRODUCTION PLANNER BASIC	75/618,514
PREDITOR	75/450,825
PRINTCAFE & DESIGN	76/020,987
PRINTGROUPS	75/927,084
SIMULSPEC	75/926,174
PRINTCAFE	75/897,513
PRINTCAFE REMOTE	75/897,514
PRINTELLECT	75/898,342
PRINTELLECT.COM	75/898,341
SITEMANAGER	75/934,466
E-LAUNCH	76/287,329
FASTRACK	76/198,126
BRANDINGMANAGER	76/198,684
PCX	76/030,646
PRINTCAFE PCX	76/031,748
THE OPERATING SYSTEM FOR PRINT	76/110,250
PRINTIQ	76/128,245
PRINTCAFE PRINTIQ	76/128,246

TRADEMARK

REEL: 002506 FRAME: 0483

U.S. Trademark Registrations

<u>Title</u>	<u>Reg. No.</u>
DESIGN ONLY	2,060,047
MAGPRO	2,093,575
CUSTOMER SERVICE TOOLBOX	2,046,785
PROGRAPH	2,060,046
BLISS	2,277,388
B-STAT	2,190,502
LINEMAN	2,172,578
THE FINISHING LINE	2,330,525
PREVIEW	2,100,119
RESET	2,080,161
BOSS	2,129,352
ELYSIUM AND DESIGN	1,967,919