

08-12-2002



T



AERCE
Office

102187239

07-12-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

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

1. Name of conveying party(ies):

MEDIACOPY Texas, Inc
1739 Doolittle Drive
San Lenadro, CA 94588

07-12-02

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other

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

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

Name: Bank of American, N.A.

Internal Address: _____

Street Address: 55 South Lake Avenue, Suite 900

City: Pasadena State: California ZIP: 91101

- Individual(s) citizenship
- Association A National Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 7, 2002

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

A. Trademark Application No.(s)

76/056,223

B. Trademark registration No.(s)

2,342,392 2,131,597

Additional numbers attached? Yes No

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

Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: Three (3)

7. Total fee (37 CFR 3.41):

\$ 90.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

10-0447

(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.

Andre M. Szuwalski, Reg. No. 35,701
Name of Person Signing

Signature

7/8/02
Date

Total number of pages comprising cover sheet: -1- Total Pages-6-

08/09/2002 AAHMED1 00000146 76056223

01 FC:481 40.00 OP
02 FC:482 50.00 OP



07-12-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

TRADEMARK SECURITY AGREEMENT
(MEDIACOPY Texas, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between MEDIACOPY Texas, Inc., a Delaware corporation ("Pledgor"), and Bank of America, N.A., ("Secured Party"), acting in its capacity as administrative agent pursuant to that certain Credit Agreement dated as of June 7, 2002 (as amended, restated, or otherwise modified, the "Credit Agreement") among Pledgor, each of the other Guarantors party thereto, Secured Party, and each of the lending institutions party thereto.

R E C I T A L S:

A. Pledgor and Secured Party have entered into that certain Security Agreement, dated as of June 7, 2002 (as amended, restated, or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Pledgor has granted to Secured Party a lien and security interest in all General Intangibles of Pledgor, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the business symbolized by Pledgor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien and continuing security interest in all of Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any

Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

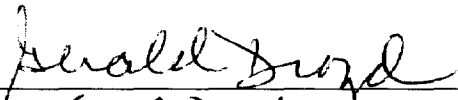
Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be duly executed by a duly authorized officer of the Pledgor as of the 7th day of June, 2002.

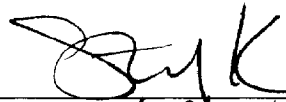
PLEDGOR:

MEDIACOPY TEXAS, INC., a Delaware corporation

By: 
Name: Gerald Droad
Title: CFO

SECURED PARTY:

BANK OF AMERICA, N.A.

By: 
Name: Stephen King
Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of LOS ANGELES } ss.

On JUNE 6, 2002 before me, SANDRA L. HOLSTEIN, A NOTARY
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared GERALD DONALD DROZD
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Sandra L. Holstein
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK SECURITY AGREEMENT - (Media Copy TEXAS, INC.)

Document Date: JUNE 7, 2002 Number of Pages: 3

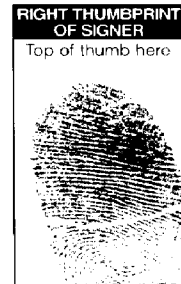
Signer(s) Other Than Named Above: STEPHEN KING

Capacity(ies) Claimed by Signer

Signer's Name: GERALD DROZD

- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Media Copy TEXAS, INC., A Delaware Corporation



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On JUNE 7, 2002 before me, SANDRA L. HOLSTEIN, A NOTARY,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared STEPHEN JOHN KING
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

WITNESS my hand and official seal

Sandra L. Holstein
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK SECURITY AGREEMENT
(MEDIA COPY TEXAS, INC.)

Document Date: JUNE 7, 2002 Number of Pages: 3

Signer(s) Other Than Named Above: GERALD DONALD DROZD

Capacity(ies) Claimed by Signer

Signer's Name: STEPHEN JOHN KING

- Individual
- Corporate Officer — Title(s): VICE PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: BANK OF AMERICA, N.A.



Schedule 1
Trademark Security Agreement - MEDIACOPY Texas, Inc.

Trademarks:

Burgundy Ribbon MEDIACOPY Logo Serial No. 76/056223 (Registration Pending)

MEDIACOPY Registration No. 2,342,392 (Wordmark)

MEDIACOPY Registration No. 2,131,597