

03-17-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE 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): Project Copy, Inc. 445 Broad Hollow Road, Suite 239 Melville, NY 11747

3-12-03

2. Name and address of receiving party(ies) Name: Bank of America, N.A., as Collateral Agent Internal Address: Street Address: 600 Peachtree Street, NE City: Atlanta State: GA Zip: 30308

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Notice of Grant of Security Interest Execution Date: June 13, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/047,241, 78/047,248

B. Trademark Registration No.(s) Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven D. Thomas Internal Address: Moore & Van Allen PLLC Street Address: 2200 W. Main Street Suite 800 City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 02 7. Total fee (37 CFR 3.41) \$ 65.00 [x] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 50-2316

DO NOT USE THIS SPACE

9. Signature: Steven D. Thomas Name of Person Signing Signature Date: March 12, 2003

FINANCE SECTION MAR 12 AM 7:28

03/14/2003 ECOOPER 00000046 78047241 01 FC:8521 02 FC:8522 40.00 OP 25.00 OP

Total number of pages including cover sheet, attachments, and document: 06

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

TRADEMARK REEL: 002691 FRAME: 0681

**NOTICE OF GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of the persons identified as an Assignee on the signature pages hereto (individually an "**Assignor**", and collectively the "**Assignors**"), hereby grants to BANK OF AMERICA, N.A., as collateral agent (the "**Collateral Agent**") for the benefit of (a) Bank of America, N.A., as administrative agent on behalf of Project Copy, Inc., a Delaware corporation, and certain Participants (as defined in the Security Agreement referred to below) (the "**Secured Party**"), a security interest in (all of which are herein collectively referred to as the "**Smart Collateral**") (i) all of each Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "**Marks**"), (ii) all of each Assignor's right, title and interest in and to the United States patents and patent applications set forth on Schedule B attached hereto (the "**Patents**"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS NOTICE OF GRANT OF SECURITY INTEREST is made to secure the full and prompt performance and payment of all the Secured Obligations of each Assignor, as such term is defined in the Security Agreement, dated as of June 13, 2002 between the Assignors and the Collateral Agent (as amended, supplemented or modified from time to time, the "**Security Agreement**"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Assignors an instrument in writing releasing the security interest in the Smart Collateral acquired under this Notice of Grant of Security Interest.


THIS NOTICE OF GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Notice of Grant of Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement may be executed in counterparts, each such counterpart shall be binding on the parties hereto, notwithstanding that such parties are not signatories to the same counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment as of the 13th day of JUNE, 2002.

ASSIGNOR:

PROJECT COPY, INC.
a Delaware Corporation

By: 
Name: Andrew L. Stidd
Title: President

COLLATERAL AGENT:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment as of the 13th day of JUNE, 2002.

ASSIGNOR:

PROJECT COPY, INC.
a Delaware Corporation

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: William H. Powell
Name: WILLIAM H POWELL
Title: VICE PRESIDENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Project Copy, Inc.

Mark	Status	File Number
Quickview	Registered trademark	78-047241; filed 2/8/01
SmartPartner	Registration Application Filed	78-047248

PATENT AND PATENT APPLICATIONS

None.