

06-16-2003



Form PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102474102

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

1. Name of conveying party(ies):  
Moore North America, Inc.

Individuals  Association  
 General Partnership  Limited Partnership

Corporation - Delaware  
 Other

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

6.11.03

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

Name: Citicorp North America, Inc.

Internal Address: 388 Greenwich Street, 19<sup>th</sup> Floor

Street Address:

City: New York State: NY Zip Code: 10013

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Collateral Agent

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other

Execution Date: May 15, 2003

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
See Attached Schedule

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved 29

7. Total fee (37 CFR 3.41): ..... \$ 740.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705 (in case of deficiency)

(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.*

Helen Bruno June 11, 2003  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
**Director of US Patent and Trademark Office**  
**PO Box 1450**  
**Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
 REEL: 002754 FRAME: 0385

**SCHEDULE A**

**REGISTERED TRADEMARKS**

<u>MARKS</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
@MOORE	US	2,675,373	1/14/2003
CLEAN PRINT	US	1,282,457	6/19/1984
CLEANTAC	US	1,759,790	3/23/1993
CLEANTAC... CLEAN ANSWERS TO STICKY PROBLEMS	US	2,439,930	4/3/2001
CLEANTALKER	US	2,021,001	12/3/1996
IMAGE STREET DESIGN	US	1,909,041	8/1/1995
IMAGE STREET ELECTRONIC PRINT SHOP	US	1,903,479	7/4/1995
IMAGESTREET	US	1,903,874	7/4/1995
IMPACT ENVELOPES	US	2265716	7/27/1999
INTEGRATED BUSINESS COMMUNICATIONS MANAGEMENT	US	2409002	11/28/2000
INTELEBASE	US	2364886	7/4/2000
INTELECD	US	2384031	9/5/2000
INTELEPROOF	US	2556698	4/2/2002
INTELLIGENT IMAGING	US	1512021	11/8/1988
LABELINK	US	2118652	12/9/1997
LASERMATE	US	1490134	5/31/1988
LASERSET	US	1816400	1/11/1994
MIDAS	US	2569475	5/14/2002
MIDAX	US	1950622	1/23/1996
MIDAX	US	1511756	11/8/1988
MOORE	US	1281565	6/12/1984
MOORE	US	1232705	3/29/1983
MOORE	US	1281875	6/12/1984
MOORE	US	1450407	8/4/1987
MOORE	US	1483159	4/5/1988

**TRADEMARK APPLICATION**

<b><u>MARKS</u></b>	<b><u>COUNTRY</u></b>	<b><u>APPLICATION NO.</u></b>	<b><u>APPLICATION DATE</u></b>
E-PROCUREMENT @ MOORE	US	78/018,458	7/26/2000
INTELECHOICE	US	75/860908	12/1/1999
INTELEDATA	US	75/760630	7/21/1999
INTELESERIES	US	76/484142	1/22/2003

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Moore North America, Inc., a Delaware corporation with principal offices at 1200 Lakeside Drive, Bannockburn, IL 60015, (the "Grantor"), hereby assigns and grants to Citicorp North America, Inc., as Collateral Agent, a Delaware corporation with principal offices at 388 Greenwich Street, 19<sup>th</sup> Floor, New York, New York 10013, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 15, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

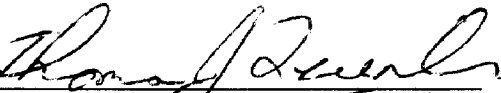
Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

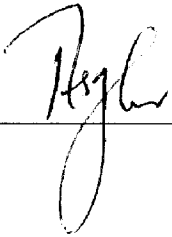
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

15 day of May, 2003.

Moore North America, Inc., Grantor

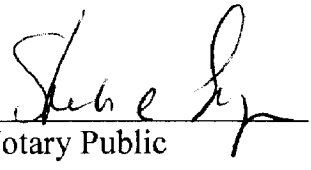
By:   
Name: THOMAS J. QUINLAND, III  
Title: EXECUTIVE VICE PRESIDENT  
OFFICE OF THE CHIEF EXECUTIVE

Citicorp North America, Inc., as Collateral Agent  
and Grantee

By:   
Name:  
Title:

STATE OF New York )  
COUNTY OF New York ) ss.:

On this 12<sup>TH</sup> day of May, 2003, before me personally came Thomas J. Quintan who, being by me duly sworn, did state as follows: that ~~[s]~~he is Executive V.P. President of Moore North America, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


  
Notary Public

SHERILIA L. LYNCH  
Notary Public, State of New York  
No. 5005635  
Qualified in Kings County  
Certificate Filed New York County  
September 27, 2000  
2006

STATE OF New York )  
 ) ss:  
COUNTY OF New York

On this 14<sup>th</sup> day of May, 2003, before me personally came \_\_\_\_\_

Asghar Ali who, being by me duly sworn, did state as follows: that [s]he is  
vice-president of Citicorp North America, Inc., that [s]he is authorized to execute the  
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of  
Directors of said corporation.

  
Notary Public

RACHEL C. MARLOCH  
Notary Public, State of New York  
No. 01MA6060745  
Qualified in New York County  
Exp. 06/11/2008