FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 xp. 4/94)	-2004 IR SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
Tab settings ⊃ ⊃ ⊃ ▼	
To the Honorable Commission	The attached original documents as assumbly and
10268	35492 e attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies)
BBH, INC.	Name: Harris Trust and Savings Bank, as Agent
<u> </u>	54 Internal Address:
Individual(s) Association	Street Address: 111 West Monroe Street
General Partnership Limited Partnership	City: Chicago State: IL ZIP: 60003
Corporation-State Other	State:ZIP:
Additional name(s) of conveying party(ies) attached? Yes X N	individual(s) citizenship
3. Nature of conveyance:	☐ General Partnership
☐ Assignment ☐ Merger	✓ Corporation-State Illinois banking
Security Agreement Change of	
☐ Other	If assignee is not domiciled in the United States, a domestic representative designation
Contombox OF 0000	is attached: Yes No (Designations must be a separate document from assignment)
Execution Date: September 25, 2003	Additional name(s) & address(es) attached? ☐ Yes ☐ No
See Schedule A-1 and Schedule A-2 attached hereto Additional n	See Schedule A-1 and Schedule A-2 attached hereto
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name:	7. Total fee (37 CFR 3.41)\$ 16.500
Inte Attn: Penelope J.A. Agodoa —	
Federal Research Company, LLC	☐ Enclosed
1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700	Authorized to be charged to deposit account
Street Audiess.	
	8. Deposit account number:
City: State: ZIP:	
1/2004 LMUFLLER 00000046 76002745	(Attach duplicate copy of this page if paying by deposit account)
	O NOT USE THIS SPACE
C:8522 / 125.00 OP	
9. Statement and signature. To the best of my knowledge and belief, the foregoing	g information is true and correct and any attached copy is a true copy of
the original document.	1, Vall
Andrea Serdiuk, Paralegal	mara sudul di 1109
Name of Person Signing	Signature 6 Date
Total number of pages	s including cover sheet, attachments, and document:

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks

Registration Number

BELL & HOWELL	733078
BELL + HOWELL	1778292
PHILLIPSBURG	767086
BELL + HOWELL (Stylized)	1753473
BELL + HOWELL (Stylized)	1898691

PENDING TRADEMARK APPLICATIONS

PENDING U.S. TRADEMARK

APPLICATIONS FILING NO.

Bell + Howell Logo 76/002745

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

Licensor	Licensee	Mark(s)	Execution Date
Bell & Howell	DigiCom Digital, Inc.	BELL+HOWELL	02/01/02
Company		For specific products including battery chargers, battery power packs, battery accessory packs, camcorder batteries, camera lenses, digital camera AC adaptors, PDA accessories	
Bell & Howell Company	Jazz Photo Corp.	BELL+HOWELL	11/13/95
Company		For specific products including cameras	

Pending License: Borrower will license the mark "BELL + HOWELL Pill Logo" to E. Mishan & Sons, Inc.

TRADEMARK COLLATERAL AGREEMENT

This 25th day of September, 2003, BBH, INC., a Delaware corporation ("Debtor"), with its principal place of business and mailing address at 3400 W. Pratt Avenue, Lincolnwood, Illinois 60712, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("HTSB") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for Lenders defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as "Secured Party"), and grants to Secured Party a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law (all of the foregoing being herein sometimes referred to as the "Trademark Collateral"), to secure performance of all Secured Obligations as defined in that certain Security Agreement dated as of September 25, 2003 by and between Debtor and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "Security Agreement"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and security interest in the Trademark

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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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BBH, INC.

Name:

Title

Wesidont

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured Party

 $\mathbf{B}\mathbf{y}$.

Name: Title:

Managing

Surector

Signature Page to Trademark Collateral Agreement

RECORDED: 03/03/2004