

03-05-2004

FORM PTO-1594 (Rev. 6-93) OMC No. 0651-0011 (exp. 4/94)



COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

102685494

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

1. Name of conveying party(ies): MRD
Bowe Bell + Howell Company
3-3-04

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

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

2. Name and address of receiving party(ies)
Name: Harris Trust and Savings Bank, as Agent
Internal Address: _____
Street Address: 111 West Monroe Street
City: Chicago State: IL ZIP: 60003

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Illinois banking
 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: September 25, 2003

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

A. Trademark Application No.(s)
See Schedule A-1 and Schedule A-2 attached hereto.

B. Trademark Registration No.(s)
See Schedule A-1 and Schedule A-2 attached hereto.

Additional numbers attached? Yes No

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

Name: _____
Internal _____
Attn: Penelope J.A. Agooda
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700
Street A _____
City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 68

7. Total fee (37 CFR 3.41).....\$ 1715⁰⁰

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

03/04/2004 LMUELLER 00000048 76382631
01 FC:8521 40.00 OP
02 FC:8522 1675.00 OP

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.

Andrea Serdiuk, Paralegal
Name of Person Signing

Andrea Serdiuk
Signature

2/7/04
Date

Total number of pages including cover sheet, attachments, and document: 6

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

1337102

700108659

TRADEMARK
REEL: 002932 FRAME: 0982

SCHEDULE A-1**TO TRADEMARK COLLATERAL AGREEMENT****REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED TRADEMARKS	REGISTRATION NUMBER
AIM	1879525
AIMODULE	2215272
BH 4000	2219556
BH 6000	2057384
C.O.P.E.	1543258
COPE SYSTEMS	2167042
COPE SYSTEMS & Design	2174628
COPE SYSTEMS (Stylized)	2174454
CRITERION	2583054
EMESSAGING EXPRESS	2676733
FLEXISORT	1671377
GC	2598942
GC 1000	2286248
GC 2000	2286247
GC 500	2286246
IMPACT	2762021
INTELLACTR	2681788
INTELLAMGR	2462107
INTELLASERT	2402463
INTELLASERT OPENCONVERT	2635843
JETSTAR	2748175
M SERIES MULTI-TIER BIN SYSTEM	2406779
MAILSTAR	1419750
MATCHMAKER	1026554
TRANSFORMER	2376735
TRANSFORMER PC PROMPT	2416824
WINSORT	2139583

PENDING TRADEMARK APPLICATIONS

PENDING U.S. TRADEMARK APPLICATIONS	FILING NO.
B&H SERVICEPLUS+	76/382631
BASE STOCK VERIFY	76/361265
BH 1000	76/209224
BH 1000 VIP	76/209633
BH 2000	76/276360
BH 2000 VIP	76/276358
BH 3000	76/361160
BH 3500	76/257225
BH 5000	76/105298
BH12KE	76/257262
COMMERCIAL MERLIN	76/342617
DATAVERIFY	76/257261
DEMANDWORKS	76/361352
ENVELOPE MESSAGING	76/005157
ER EXPRESS	76/422113
E-ROUTE	75/652970
FLOWMGR	75/939984
IMPACT DOCUMENT FACTORY	76/079251
IMPACT EMESSAGING	76/078770
IMPACT ESERVICES	76/078792
IMPACT INTEGRATION SERVICES	76/079275
IMPACT INTERNET NOTICES	76/078768
IMPACT INTERNET STATEMENTS	76/078764
IMPACT MGMT SERIES	76/079259
IMPACT OPEN SOLUTIONS	76/078793
INTELLACENTER	75/691000
MMT RSVP	75/883259
MMT SABRE	75/882896
MMT SABRE PLUS	76/361266
PINNACLE SYSTEM	75/659381
PINNACLE VIP	75/728562
PLANMGR	75/817982
RASTAR	76/176978
STATION-STATION READING	76/361264
VIEWMGR	75/939474
WINSORT CONNECT	76/176979
WINSORT DS PLUS	75/667711
WINSORT INPROCESSING	76/300785
WINSORT NETWORK	76/361161

WINSORT ONE PASS
WINSORT PT PLUS

76/317722
76/257260

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

NONE.

TRADEMARK COLLATERAL AGREEMENT

This 25th day of September, 2003, BOWE BELL + HOWELL COMPANY, a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 3501-B Tri-Center Boulevard, Durham, NC 27713, 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 among Debtor, certain of its affiliates 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

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.

BOWE BELL + HOWELL COMPANY

By 
Name: Michael Wilhelm
Title: Vice President

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

HARRIS TRUST AND SAVINGS BANK, as Secured Party

By 
Name: Patrick J. McDonnell
Title: Managing Director