

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	11/04/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
STV Group, Incorporated		11/04/2004	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Sovereign Bank
Street Address:	1500 Market Street, Concourse Level
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102
Entity Type:	Association: PENNSYLVANIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1215246	
Registration Number:	2768981	

**CORRESPONDENCE DATA**

Fax Number: (215)405-2921  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-977-2612  
 Email: skullman@wolfblock.com  
 Correspondent Name: Rebecca J. Feinberg  
 Address Line 1: Wolf, Block, Schorr and Solis-Cohen LLP  
 Address Line 2: 1650 Arch Street, 22nd Floor  
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Suzanne M. Kullman
Signature:	/suzanne m. kullman/

Date:

01/31/2005

**Total Attachments: 11**

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**EXHIBIT "B"**

**TO**

**ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT**

**Trademarks**

**REGISTRATIONS**

<u>REG. NO.</u>	<u>REG. DATE</u>
1215246	November 2, 1982
2768981	September 30, 2003

**APPLICATIONS**

<u>SERIAL NO.</u>	<u>FILING DATE</u>
	None

**COLLATERAL ASSIGNMENT OF PATENTS,  
TRADEMARKS, LICENSES AND COPYRIGHTS**

**THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS** is made effective as of November 4, 2004 by **STV GROUP, INCORPORATED**, a Pennsylvania corporation ("**Assignor**") in favor of **SOVEREIGN BANK**, in its capacity as Agent for the Lenders (the "**Agent**").

**BACKGROUND**

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith, by and among Borrowers, Guarantors, Lenders and Agent (as it may be amended, modified or supplemented, the "**Loan Agreement**"), the Lender Group agreed to extend to Borrowers certain credit facilities.

B. The obligation of the Lender Group to extend such credit facilities to Borrowers under the Loan Agreement is conditioned on the execution and delivery of this Assignment by Assignor.

C. The Loan Agreement provides, inter alia, that Assignor will grant to Agent a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service trade names, goodwill, copyrights and licenses.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Collateral Assignment.** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby collaterally assigns, mortgages, pledges and grants a security interest to Agent, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of its intellectual property now owned or existing or filed and hereafter acquired or arising or filed, including:

2.1 inventions, improvements, patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

2.2 servicemarks, trademarks, servicemark and trademark registrations, trade names and trademark applications, including, without limitation, the servicemarks and trademarks and registrations and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and trade names and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

2.3 copyrights, copyright registrations, and copyright applications, including computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

2.4 license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

2.5 the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been satisfied in full and no Lender has any commitment to lend under the Loan Agreement, Assignor will not, without Agent's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of the Agent under this Assignment.

4. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Assignor. If, before all Obligations shall have been satisfied in full and while any Lender has any commitment to lend under the Loan Agreement, Assignor shall (i) obtain rights to any new patentable inventions, technology, trademarks, trademark registrations, trade names, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent to modify this Assignment by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, technology, trademarks, trademark registrations, trademark applications, trade names, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Section 4**.

5. **Royalties; Term.** Assignor hereby agrees that the use by Agent of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Agent to Assignor. The term of the collateral assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations has been paid in full and Lenders have no commitment to lend under the Loan Agreement.

6. **Agent's Right to Inspect.** Agent shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional reasonable product quality controls as Agent, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Agent; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or the Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Agent's express written consent; and (iv) to provide Agent, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Reassignment.** This Assignment is made for collateral purposes only. Upon payment in full of all Obligations and at such time as Lenders have no commitment to lend under the Loan Agreement, Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.

8. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and Lenders have no commitment to lend under the Loan Agreement, (ii) at the request of Agent, to make application on unpatented but patentable inventions and on trademarks, and (iii) to preserve and maintain all rights in patent applications and patents of

the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, or any Patent, Trademark or Copyright, without the consent of Agent.

9. **Agent's Right to Sue.** Upon the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 9.**

10. **Waivers.** No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies Power of Attorney; Effect on Loan Agreement.** All of Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to, following an Event of Default (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Agent or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Lender Group, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Agent. Agent may act under such power of attorney to take the actions referenced in **Section 13** hereof. Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and Lenders have no commitment to lend under the Loan Agreement. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all

rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

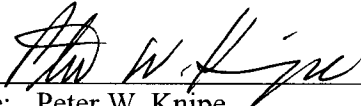
14. **Binding Effect Benefits.** This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Agent, its nominees, successors and assigns.

15. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any rules or principles regarding conflicts of laws or any rule or canon of construction which interprets agreements against the draftsman.



**IN WITNESS WHEREOF**, the Assignor has duly executed this Assignment effective as of the day and year first above written.

**STV GROUP, INCORPORATED**

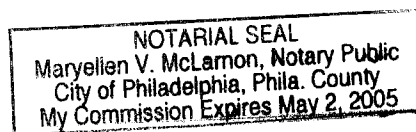
By:   
Name: Peter W. Knipe  
Title: Chief Financial Officer

**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS:**  
**COUNTY OF PHILADELPHIA** :

On this 4th of November, 2004 before me, a Notary Public, personally appeared Peter W. Knipe, who acknowledged himself to be a duly acting Chief Financial Officer of STV Group, Incorporated and that he as such Chief Financial Officer, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such Chief Financial Officer, on behalf of the corporation.

  
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Notary Public  
My Commission Expires:



**EXHIBIT "A"**

**TO**

**ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT**

**Patents**

<u>Title</u>	<u>Patent No.</u>	<u>Filing Date</u>
	None	

**EXHIBIT "C"**

**TO**

**ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT**

**Copyrights**

None

**EXHIBIT "D"**

**TO**

**ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT**

**Licenses**

None