

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Bell and Howell, LLC

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

Other: limited liability company

Citizenship (see guidelines) Delaware

Execution Date(s) September 30, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Name: Bank of America, N.A. No

internal
Address: _____

Street Address: One Bryant Park

City: New York

State: New York

Country: USA

Zip: 10036

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____
- Citizenship _____

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)

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

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

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@walterskluer.com

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,065.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 6/17

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Signature

Michael G. Regina
Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document. 26

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6965, or mailed to, Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1065.00 2057384

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Country	Title	Serial No.	Registered	Registration No.
United States	BH 6000	75/114469	4/29/1997	2057384
United States	BH 1000	76/209224	9/6/2005	2992762
United States	BH 3500	76/257225	9/6/2005	2992772
United States	DEMANDWORKS	76/361352	8/29/2006	3136128
United States	MAXISORT	74/491187	6/27/1995	1901548
United States	POSTAL TECHNOLOGIES, INC.	74/508982	3/28/1995	1886778
United States	MAILSTREAM INVELOPER	77/810947	10/19/2010	3865597
United States	MATCHMAKER	73/020,924	12/9/1975	1026554
United States	MAILMOBILE	73/266,237	11/24/1981	1,179,022
United States	BELL+HOWELL (AND DESIGN)	74/145,608	2/23/1993	1,753,473
United States	PINNACLE	75/659,381	6/22/2004	2,856,145
United States	EROUTE	75/652,970	8/16/2005	2,986,577
United States	FLEXISORT	76/276,321	1/7/2003	2,671,377
United States	MMT SABRE	75/882,896	1/17/2006	3,046,489
United States	CRITERION	75/848,212	6/18/2002	2,583,054
United States	INTELLACTR	76/276,357	1/28/2003	2,681,788
United States	INTELLASERT	75/459,622	11/7/2000	2,402,463
United States	BELL + HOWELL LOGO (AND DESIGN)	76/002,745	9/12/2006	3,142,445
United States	JETSTAR	76/276,356	8/5/2003	2,748,175
United States	AIM	74/506,953	2/21/1995	1,879,525
United States	PHILLIPSBURG	72/149,912	3/24/1964	0,767,086
United States	ENDURO	76/558,645	1/31/2006	3,055,957
United States	TURBO	76/624,213	1/10/2006	3,039,719
United States	BIPS	76/621,026	1/17/2006	3,044,006
United States	BOWE ONE	78/666,119	4/29/2008	3,420,016
United States	WAYMARK	78/711,578	10/23/2007	3,320,432
United States	COMBO	77/017,907	8/19/2008	3,489,252
United States	JETVISION	77/527,957	3/3/2009	3,583,010
United States	CRITERION APEX	77/650,386	7/13/2010	3,819,256
United States	NETSORT	77/451,658	8/11/2009	3,667,500
United States	PROSERV	77/607,560	12/1/2009	3,719,784
United States	PTI	74/508,813	9/5/1995	1,916,102
United States	PUREVISION	78/122,692	9/30/2003	2,770,371

United States	INVELOPER	85/113,850	9/20/2011	4,029,812
United States	DIGITAL CO-MINGLE (Supplemental Register)	85/222,822	7/31/2012	4,184,468
United States	BELL + HOWELL (NEW LOGO DESIGN)	85/329,511	9/11/2012	4,207,156
United States	SPRINTER	85/612,377	6/11/2013	4,351,409
United States	ASCENDER	85/612,459	2/26/2013	4,296,538
United States	FORERUNNER	85/612,453	2/19/2013	4,293,467
United States	PRODUCER	85/612,450	3/4/2014	4,491,749
United States	TRANSFORMER	75/582,365	8/15/2000	2,376,735
United States	WINSORT	75/092,964	2/24/1998	2,139,583

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**IP Security Agreement**"), dated as of September 30, 2015, is made by **BELL AND HOWELL, LLC**, a limited liability company organized under the laws of the State of Delaware ("**Grantor**"), in favor of **BANK OF AMERICA, N.A.** ("**Grantee**").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated on or about the date hereof, between Grantor, as the borrower thereunder, Bell and Howell Canada Ltd., as a guarantor thereunder, and Grantee, as the lender thereunder (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Loan Agreement**"), the Grantee has extended and may extend certain loans and other financial accommodations to, or for the benefit of, the Grantor pursuant to the terms of the Loan Agreement and various documents, instruments, guaranties and agreements delivered contemporaneously in connection therewith (all of the foregoing, together with this IP Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "**Loan Documents**"); and

WHEREAS, as security for Grantor's obligations arising under the Loan Documents, Grantor has granted to Grantee a security interest in, among other property, the intellectual property of Grantor, all as more fully set forth in the Loan Agreement; and

WHEREAS, Grantor has agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**"), the United States Copyright Office ("**US Copyright Office**") and the Canadian Intellectual Property Office ("**CIPO**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Grantee as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **Grant of Security.** Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of Grantor in, to and under the Intellectual Property of Grantor, including, without limitation, all of the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (each of the assets, interests and rights described in this Section 2, together with the Intellectual Property, is collectively referred to as the "**IP Collateral**");

(a) the trademarks and trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "**Trademarks**");

(b) the patents and patent applications set forth on Schedule 2 and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto hereto (the "Patents");

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this IP Security Agreement to the contrary, the term "IP Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance by the USPTO, such intent-to-use trademark application shall be considered IP Collateral.

3. Recordation.

(a) With respect to the Patents and Trademarks, Grantor hereby authorizes the Commissioner for Trademarks and/or Patents for the USPTO, the CIPO and any other government officials or authorities to record and register this IP Security Agreement upon request by the Grantee or its counsel.

(b) With respect to the Copyrights, Grantor authorizes the Register of Copyrights for the US Copyright Office, the CIPO and any other government officials or authorities to record and register this IP Security Agreement upon request by the Grantee or its counsel.

4. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this IP Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the IP Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the other Loan Documents.

5. Other Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The obligations and covenants of Grantor relating to the IP Collateral are as provided by the Loan Agreement and nothing in this IP Security Agreement shall be deemed to limit such obligations or any representations or covenants pertaining to the IP Collateral. The rights and remedies of the Grantee with respect to the IP Collateral are as provided by the Loan Agreement and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

7. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

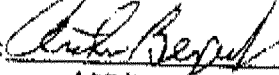
9. Disputes. All claims, disputes and controversies between the Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this IP Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement, all of which are incorporated herein by reference, *mutatis mutandis*, as if such provisions were fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTOR:

BELL AND HOWELL, LLC

By: 
Name: ARTHUR BERGENS
Title: VICE PRESIDENT

{IP Security Agreement}

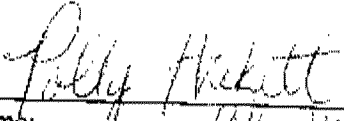
TRADEMARK
REEL: 005652 FRAME: 0543

AGREED TO AND ACCEPTED:

GRANTEE:

BANK OF AMERICA, N.A.

By:


Name: Kelly Hekitt
Title: Authorized Signatory

[IP Security Agreement]

TRADEMARK
REEL: 005652 FRAME: 0544

SCHEDULE 1

Trademarks

See Attached.

[Schedule 1 - IP Security Agreement]

TRADEMARK
REEL: 005652 FRAME: 0545

Bell and Howell, LLC Current Trademark Report 9/24/2015

Serial No.	Country	Mark	Registered/Issued	Registration No.	Registration No.
063289-0140	Argentina	BELL+HOWELL (Stylized)	Registered/Issued	2/12/1992	2471841
063289-0141	Argentina	BELL+HOWELL (Stylized)	Registered/Issued	7/12/1992	1832499
063289-0201	Australia	BELL+HOWELL (Stylized)	Registered/Issued	5/15/1991	555984
063289-0202	Australia	BELL+HOWELL (Stylized)	Registered/Issued	5/15/1991	555986
063289-0543	Australia	BELL+HOWELL (Stylized)	Registered/Issued	7/8/1989	799743
063289-0544	Australia	BELL+HOWELL (Stylized)	Registered/Issued	7/11/1989	799145
063289-0142	Austria	BELL + HOWELL	Registered/Issued	9/16/1991	AN42206/91
063289-0152	Brazil	BELL+HOWELL (Stylized)	Registered/Issued	7/3/1992	816766754
063289-0154	Brazil	BELL+HOWELL (Stylized)	Registered/Issued	7/3/1992	816766762
063289-0429	Canada	BH 3560	Registered/Issued	11/13/2001	1121945
063289-0416	Canada	BH 6000	Registered/Issued	4/20/1998	875633
063289-0418	Canada	TRANSFORMER	Registered/Issued	4/16/1999	1012252
063289-0414	Canada	TRANSFORMER PC PROMPT	Registered/Issued	4/16/1999	1012253
063289-0689	Canada	IMPACT	Registered/Issued	11/23/1998	597294
063289-0421	Canada	IMPACT INTERNET BILLING	Registered/Issued	9/18/1999	1026134
063289-0357	Canada	INTELLASERT	Registered/Issued	9/28/1998	891616
063289-0295	Canada	INTELLAMGR	Registered/Issued	9/20/1998	891909
063289-0404	Canada	PIRINACLE SYSTEM	Registered/Issued	9/16/1999	1028587
063289-0431	Canada	INTELLACTR	Registered/Issued	12/21/2001	1125774
063289-0589	Canada	EMESSAGING EXPRESS	Registered/Issued	5/12/2004	1216678
063289-0592	Canada	ENDURO	Registered/Issued	12/31/2004	1242424
063289-0602	Canada	SIPS	Registered/Issued	8/19/2005	1270025
063289-0011	Canada	BBH	Registered/Issued	7/9/1991	6895480
063289-0155	Canada	BELL + HOWELL	Registered/Issued	10/31/1996	6824769
063289-0270	Canada	BELL + HOWELL	Registered/Issued	11/23/1983	514999
063289-0297	Canada	BELL + HOWELL	Registered/Issued	12/29/1983	517236
063289-0296	Canada	MAILSTAR	Registered/Issued	12/23/1986	575298
063289-0294	Canada	RASSTAR	Registered/Issued	6/9/2001	1105438
063289-0390	Canada	EROUTE	Registered/Issued	3/25/1999	3009893
063289-0635	Canada	TURBO	Registered/Issued	12/31/2004	1213423
063289-0652	Canada	VEKTOR	Registered/Issued	3/18/2008	1379892
063289-0658	Canada	JETVISION	Registered/Issued	1/16/2009	1424783
063289-0445	Chile	PUREVISION	Registered/Issued	10/4/2003	1154393
063289-0446	China	BELL+HOWELL (Stylized)	Registered/Issued	8/29/1991	186142
063289-0448	China	BELL + HOWELL LOGO AND DESIGN	Registered/Issued	8/24/2001	2001155892
063289-0449	China	BELL + HOWELL LOGO AND DESIGN	Registered/Issued	8/24/2001	2001155893
063289-0452	China	BELL + HOWELL LOGO AND DESIGN	Registered/Issued	8/24/2001	2001155896
063289-0512	China	BELL + HOWELL LOGO AND DESIGN	Registered/Issued	9/24/2001	2001155899
063289-0613	China	BOWE BELL + HOWELL	Registered/Issued	12/21/2002	5056561
063289-0614	China	BOWE BELL + HOWELL	Registered/Issued	12/21/2005	5056562
063289-0615	China	BOWE BELL + HOWELL	Registered/Issued	12/28/2010	5056560

Serial Number	Class	Mark	Registration Status	Issue Date	Registration Number	Registration Date
063289-0614	China	BOWE BELL + HOWELL	Registered/Issued	1/17/2005	5057484	8/28/2009
063289-0615	China	BOWE BELL + HOWELL	Registered/Issued	1/17/2005	5057483	7/21/2010
063289-0690	European Union	POSTAL IQ	Registered/Issued	10/16/2011	010320091	5/22/2012
063289-0692	European Union	PERFORMANCE IQ	Registered/Issued	10/16/2011	010320155	5/22/2012
063289-0618	European Union	WAYMARK	Registered/Issued	2/21/2006	004877577	3/5/2007
063289-0102	European Union	M-SERIES MULTI-TIER B/W SYSTEM	Registered/Issued	10/20/1998	000961078	5/22/2000
063289-0693	European Union	INFELASERT	Registered/Issued	9/28/1998	9519662	1/24/2000
063289-0191	European Union	INTELLAIGR	Registered/Issued	9/30/1998	000973669	1/22/2000
063289-0649	European Union	BOWE BELL + HOWELL	Registered/Issued	9/26/2008	007263015	10/7/2009
063289-0666	European Union	MAILSTREAM INVELOPER	Registered/Issued	1/25/2010	008831814	1/25/2010
063289-0065	European Union	WINSORT	Registered/Issued	10/7/1996	000347542	11/24/1998
063289-0653	European Union	JETVISION	Registered/Issued	1/19/2009	007533367	10/7/2009
063289-0659	European Union	PUREVISION	Registered/Issued	10/12/2002	002877470	2/26/2004
063289-0561	European Union	CRITERION APEX	Registered/Issued	6/18/2009	008353261	6/10/2009
063289-0571	European Union	INTELLISTAR	Registered/Issued	11/14/2003	3542214	3/30/2005
063289-0584	European Union	BELL + HOWELL (AND NEW LOGO DESIGN)	Registered/Issued	5/10/2011	0103117295	5/22/2012
063289-0586	European Union	IQ SERIES	Registered/Issued	10/6/2011	010319739	5/22/2012
063289-0588	European Union	DATA IQ	Registered/Issued	10/6/2011	010319861	5/22/2012
063289-0592	European Union	PERFORMANCE IQ	Registered/Issued	10/6/2011	010320166	5/22/2012
063289-0599	European Union	ASCENDER	Registered/Issued	5/4/2012	010866682	3/8/2013
063289-0701	European Union	FORERUNNER	Registered/Issued	5/4/2012	010860518	12/28/2012
063289-0703	European Union	PRODUCER	Registered/Issued	5/4/2012	010860692	12/28/2012
063289-0703B	European Union	PRODUCER	Registered/Issued	5/4/2012	010860583	12/16/2012
063289-0165	Finland	BELL + HOWELL (stylized)	Registered/Issued	10/1/1991	4631191	3/22/1993
063289-0167	France	BELL + HOWELL	Registered/Issued	5/17/1991	285355	5/17/1991
063289-0168	France	BELL + HOWELL	Registered/Issued	7/2/1992	92423238	7/2/1992
063289-0189	France	BELL + HOWELL	Registered/Issued	2/74/1994	54500057	2/24/1994
063289-0071	Germany	BELL + HOWELL	Registered/Issued	9/29/1994	2910654	8/18/1995
063289-0170	Germany	BELL + HOWELL (stylized)	Registered/Issued	4/30/1991	89262179	1/13/1993
063289-0276	Germany	BELL + HOWELL	Registered/Issued	2/24/1994	610088559	2627946
063289-0577	Germany	BELL + HOWELL	Registered/Issued	11/6/2003	30357242	11/21/1994
063289-0531	Ireland	INTELLISTAR	Registered/Issued	10/17/1967	74117	1/9/1964
063289-0236	Italy	SELL + HOWELL	Registered/Issued	5/15/1991	M12041C004958	10/17/1967
063289-0691	Japan	POSTAL IQ	Registered/Issued	11/16/2011	2011-4812448	12/17/1993
063289-0693	Japan	PERFORMANCE IQ	Registered/Issued	11/16/2011	2011-0824409	7/13/2012
063289-0254	Japan	BELL + HOWELL (KATAKANA)	Registered/Issued	5/28/1991	55002791	8/24/2012
063289-0245	Japan	BELL + HOWELL (stylized)	Registered/Issued	5/28/1991	55002791	8/31/1993
063289-0064	Japan	WINSORT	Registered/Issued	10/2/1996	1120971966	3/31/1994
063289-0244	Japan	BELL + HOWELL (stylized)	Registered/Issued	5/28/1991	55002791	3/27/1998
063289-0565	Japan	BELL + HOWELL	Registered/Issued	5/8/1996	51413612040	11/30/1993
063289-0588	Japan	ENDURO	Registered/Issued	5/10/2004	427722404	9/21/1990
063289-0630	Japan	ENDURO	Registered/Issued	2/7/1974	549-015358	2/9/2007
063289-0631	Japan	ENDURO (Kanakana Characters)	Registered/Issued	11/22/2011	2011-083940	7/8/1977
063289-0685	Japan	BELL + HOWELL (ARD DESIGN) (COLOR)	Registered/Issued	11/16/2011	2011-082446	2/28/1986
063289-0687	Japan	IQ SERIES	Registered/Issued	11/16/2011	2011-082446	1843217-12

DATA ID	COUNTRY	DATA ID	STATUS	DATE	REGISTRATION NO.
063289-0689	Japan	PERFORMANCE IQ	Registered/Issued	11/16/2011	2011082447
063289-0699	Japan	ASCENDER	Registered/Issued	11/16/2011	2011082449
063289-0700	Japan	FORERUNNER	Registered/Issued	6/4/2012	2012-044650
063289-0701	Japan	PRODUCER	Registered/Issued	6/4/2012	2012-044651
063289-0709	Japan	BELL+HOWELL	Registered/Issued	6/4/2012	2012-044652
063289-0709	Korea	BELL+HOWELL	Registered/Issued	5/18/1992	30365
063289-0739	Malaysia	BELL+HOWELL	Registered/Issued	40-2013-13275	6/9/2014
063289-0742	Mexico	BELL+HOWELL (AND DESIGN)	Registered/Issued	6/8/1991	91002725
063289-0406	Mexico	INTELLACTA	Registered/Issued	9/20/1991	122755
063289-0433	Mexico	EMESSAGING EXPRESS	Registered/Issued	12/18/2001	521914
063289-0435	Mexico	84 2000	Registered/Issued	12/18/2001	524913
063289-0241	Mexico	BELL+HOWELL (AND DESIGN)	Registered/Issued	12/18/2001	524913
063289-0273	Mexico	BELL+HOWELL	Registered/Issued	9/20/1991	122754
063289-0269	Mexico	BELL+HOWELL	Registered/Issued	7/15/1994	205498
063289-0670	New Zealand	BELL+HOWELL	Registered/Issued	17/5/1991	47752
063289-0261	New Zealand	FLXINSALER	Registered/Issued	4/20/1993	226434
063289-0260	New Zealand	BELL+HOWELL	Registered/Issued	3/25/1992	6217174
063289-0174	Norway	BELL+HOWELL	Registered/Issued	3/23/1992	8217373
063289-0173	Norway	BELL+HOWELL (Stylized)	Registered/Issued	10/8/1993	91-5038
063289-0181	Pakistan	BELL+HOWELL (Stylized)	Registered/Issued	12/5/1991	113435
063289-0282	Paraguay	BELL+HOWELL (Stylized)	Registered/Issued	4/1/1992	42/6433
063289-0463	Paraguay	BELL+HOWELL (Stylized)	Registered/Issued	4/3/1992	92/6434
063289-0268	Peru	BELL+HOWELL	Registered/Issued	4/8/1992	88562
063289-0205	Peru	BELL+HOWELL	Registered/Issued	4/10/1992	96889
063289-0195	Russian Federation	BELL+HOWELL	Registered/Issued	3/30/1992	155355
063289-0196	Saudi Arabia	BELL+HOWELL	Registered/Issued	5/13/1992	16641
063289-0200	Saudi Arabia	BELL+HOWELL	Registered/Issued	5/13/1992	16547
063289-0200	Singapore	BELL+HOWELL	Registered/Issued	5/6/1991	191/046126
063289-0208	Singapore	BELL+HOWELL	Registered/Issued	5/6/1991	191/046131
063289-0208	Spain	BELL+HOWELL	Registered/Issued	3/23/1994	MA1811028
063289-0207	Spain	BELL+HOWELL	Registered/Issued	10/17/1991	MA1662160
063289-0212	Sweden	BELL+HOWELL	Registered/Issued	10/17/1991	MA1662158
063289-0092	Switzerland	ENTERPRISE	Registered/Issued	5/6/1999	1900/89067
063289-0275	Switzerland	BELL+HOWELL	Registered/Issued	447/1993.4	1/20/1993
063289-0335	Switzerland	BELL+HOWELL	Registered/Issued	1/20/1993	1966/1994.7
063289-0213	Switzerland	BELL+HOWELL	Registered/Issued	11/29/1983	06940/1983
063289-0058	Taiwan	POSTSTAR JUMBO	Registered/Issued	11/9/1991	7352/1991.3
063289-0217	Taiwan	BELL+HOWELL (Stylized)	Registered/Issued	7/9/1991	80-30895
063289-0216	Taiwan	BELL+HOWELL (Stylized)	Registered/Issued	7/9/1991	80-30892
063289-0220	Taiwan	BELL+HOWELL (Stylized)	Registered/Issued	7/9/1991	80-30893
063289-0219	Taiwan	BELL+HOWELL (Stylized)	Registered/Issued	7/9/1991	80-30899
063289-0222	Taiwan	BELL+HOWELL (Stylized)	Registered/Issued	7/9/1991	80-30690
063289-0215	Taiwan	BELL+HOWELL (Stylized)	Registered/Issued	8/7/1991	80-36694
063289-0248	Taiwan	BELL+HOWELL (Stylized)	Registered/Issued	8/7/1991	80-35551
				7/9/1991	80-30691

Serial Number	Country	Mark Name	Registration Status	Registration Date	Class	Priority Date	Priority Country
063289-0123	United Kingdom	BELL+HOWELL (stylized)	Registered/Issued	1/21/1994	1558755	1/21/1994	1559755
063289-0224	United Kingdom	BELL+HOWELL (stylized)	Registered/Issued	1/16/1994	1559063	1/14/1994	1559063
063289-0336	United States	BH 1000	Registered/Issued	6/5/1996	75/114469	4/29/1997	2857384
063289-0387	United States	BH 3500	Registered/Issued	2/13/2001	76/209224	9/6/2005	2992762
063289-0386	United States	DEMANDWORKS	Registered/Issued	5/15/2001	76/215725	9/6/2005	2992772
063289-0654	United States	MAXISORT	Registered/Issued	1/23/2002	78/361352	8/29/2006	3136138
063289-0655	United States	POSTAL TECHNOLOGIES, INC.	Registered/Issued	2/17/1994	74/491187	6/17/1995	1901548
063289-0684	United States	MAILSTREAM DEVELOPER	Registered/Issued	4/4/1994	74/568982	3/28/1995	1886778
063289-0037	United States	MATCHMAKER	Registered/Issued	8/24/2009	77/810847	10/19/2010	3855597
063289-0047	United States	MAEMOBIE	Registered/Issued	5/8/1974	73/020924	12/9/1975	1026554
063289-0129	United States	BELL+HOWELL (HAND DESIGN)	Registered/Issued	6/13/1980	73/266237	11/24/1981	1,179,022
063289-0357	United States	PINNACLE	Registered/Issued	3/7/1991	74/145608	2/23/1993	1,753,473
063289-0351	United States	ROUTE	Registered/Issued	3/12/1999	75/659383	8/16/2005	2,866,577
063289-0364	United States	FLEXSORT	Registered/Issued	3/9/1999	75/552970	1/17/2006	3,046,489
063289-0365	United States	MMT SABRE	Registered/Issued	6/25/2002	76/276321	1/28/2003	2,583,054
063289-0402	United States	CHITENDON	Registered/Issued	12/29/1999	75/882896	1/28/2003	2,881,788
063289-0407	United States	INTELLACTR	Registered/Issued	11/17/1990	75/499622	9/12/2006	3,142,445
063289-0420	United States	INTELLASERT	Registered/Issued	5/25/2001	75/276356	8/5/2003	2,748,175
063289-0444	United States	BELL + HOWELL LOGO (MARK DESIGN)	Registered/Issued	3/17/2000	76/202745	2/21/1995	1,879,525
063289-0466	United States	JETSTAR	Registered/Issued	5/25/2002	75/276356	3/24/1996	0,767,286
063289-0541	United States	AIM	Registered/Issued	3/26/1994	74/506953	1/31/2006	3,455,957
063289-0576	United States	PHILLIPSBURG	Registered/Issued	7/27/1962	72/489912	1/40/2006	3,039,719
063289-0591	United States	ENDURO	Registered/Issued	11/30/2003	76/598645	3/24/2008	3,041,006
063289-0592	United States	TURBO	Registered/Issued	12/9/2004	76/624213	4/29/2008	3,320,016
063289-0608	United States	BIPS	Registered/Issued	7/8/2005	78/4666119	10/23/2007	3,489,252
063289-0607	United States	BOWIE ONE	Registered/Issued	11/17/2004	76/523026	3/3/2009	3,583,010
063289-0623	United States	WAYMARK	Registered/Issued	7/27/2008	77/527957	7/13/2010	3,819,256
063289-0641	United States	COMBO	Registered/Issued	9/11/2005	78/711578	8/11/2009	3,718,784
063289-0646	United States	JETVISION	Registered/Issued	30/10/2006	77/017507	9/5/1995	1,916,102
063289-0647	United States	CRITERION APEX	Registered/Issued	2/27/2008	77/527957	9/30/2003	2,770,371
063289-0648	United States	NETSORT	Registered/Issued	3/23/2009	77/650386	9/20/2011	4,029,812
063289-0656	United States	PROSERY	Registered/Issued	4/18/2008	77/451658	7/31/2012	4,384,468
063289-0657	United States	PFI	Registered/Issued	11/5/2008	77/807560	9/11/2012	4,207,156
063289-0658	United States	PUREVISION	Registered/Issued	4/19/2002	78/122692	6/11/2013	4,351,409
063289-0673	United States	INVELOPER	Registered/Issued	8/23/2010	85/113850	2/26/2013	4,296,538
063289-0682	United States	DIGITAL CO-MINGLE (Supplemental-Register)	Registered/Issued	1/21/2011	85/222822	2/19/2013	4,293,467
063289-0695	United States	BELL + HOWELL (NEW LOGO DESIGN)	Registered/Issued	5/25/2011	85/329511	3/4/2014	4,491,749
063289-0696	United States	SPRINTER	Registered/Issued	4/30/2012	85/612377	8/15/2000	2,376,735
063289-0697	United States	ASCENDER	Registered/Issued	4/30/2012	85/612459	2/24/1998	2,139,583
063289-0698	United States	FORERUNNER	Registered/Issued	4/30/2012	85/612453	3/27/1992	337852
063289-7785	United States	PRODUCER	Registered/Issued	4/30/2012	85/612453		
063289-7850	United States	TRANSFORMER	Registered/Issued	1/3/1998	75/592365		
063289-0230	Uruguay	WINSORT	Registered/Issued	4/23/1996	75/692964		
		BELL+HOWELL	Registered/Issued	5/30/1991	244351		

Serial No.	Date Filed	Registered/Issued	Registered/Issued	Registration No.
063289-0134	2/28/1992	Registered/Issued	10/7/1994	F-173,062
063269-0134	2/28/1992	Registered/Issued	10/7/1994	F-169,204

BELL+HOWELL (AND DESIGN)
 BELL+HOWELL (AND DESIGN)

Venezuela
 Venezuela

SCHEDULE 2

Patents

See Attached.

{Schedule 2 - IP Security Agreement}

TRADEMARK
REEL: 005652 FRAME: 0551

Bell & Howell Patent Portfolio 9/28/15

Patent No.	Country	Pub No.	Pub Date	Pub Title	App No.	Filing Date	App Title	Attorney
0632288-0026	United States	2015/0134767	10/12/15	Pending	14/024,531	08/12/2015	Pending	
0632288-0015	United States	2014/0225423	10/24/15	Progressive issued	09/27,25,245	09/27/1988	7/27/1988	5,783,807
0632288-0011	United States	2013/0172453	02/11/15	Registered issued	03/13/37,053	02/11/1988	5/15/2000	6,997,566
0632288-0013	United States	2013/0172453	02/11/15	Registered issued	08/7,34,718	01/17/1989	5/11/1989	5,301,863
0632288-0014	United States	2013/0172453	02/11/15	Registered issued	01/15/1988	01/15/1988	5,800,939	
0632288-0018	United States	2013/0172453	02/11/15	Registered issued	01/23,321	01/23/1988	5,860,643	
0632288-0019	United States	2013/0172453	02/11/15	Registered issued	08/33,269	07/27/1988	5,927,713	
0632288-0021	United States	2013/0172453	02/11/15	Registered issued	06/7,53,301	12/27/1986	5,775,869	
0632288-0026	United States	2013/0172453	02/11/15	Registered issued	10/771,538	04/07/1988	5,794,901	
0632288-0027	United States	2013/0172453	02/11/15	Registered issued	083-40,384	07/16/1987	5,647,863	
0632288-0028	United States	2013/0172453	02/11/15	Registered issued	030083,740	11/02/1988	5,975,514	
0632288-0029	United States	2013/0172453	02/11/15	Registered issued	06,095,319	02/11/1989	5,204,833	
0632288-0030	United States	2013/0172453	02/11/15	Registered issued	26,065,347	09/7/1988	6,349,687	
0632288-0031	United States	2013/0172453	02/11/15	Registered issued	05,095,341	09/24/1989	5,641,516	
0632288-0033	United States	2013/0172453	02/11/15	Registered issued	0303,9,030	01/11/2003	8,240,773	
0632288-0034	United States	2013/0172453	02/11/15	Registered issued	0501,6,715	12/29/2010	8,032,722	
0632288-0035	United States	2013/0172453	02/11/15	Registered issued	0207,0,287	12/23/2010	6,921,588	
0632288-0036	United States	2013/0172453	02/11/15	Registered issued	0403,9,745	07/12/2000	6,032,953	
0632288-0037	United States	2013/0172453	02/11/15	Registered issued	0607,0,837	06/29/1988	5,923,521	
0632288-0129	United States	2013/0172453	02/11/15	Registered issued	0814,28,328	02/12/2011	6,268,575	
0632288-0181	Switzerland	2014/01161	02/12/15	Registered issued	24/2204	24/2/2004	0799,684	
0632288-0182	Germany	2014/01161	02/12/15	Registered issued	24/2204	24/2/2004	5,664,407.9	
0632288-0183	France	2014/01161	02/12/15	Registered issued	24/2204	24/2/2004	5,769,664	
0632288-0184	United Kingdom	2014/01161	02/12/15	Registered issued	9,584,242.3	24/2/2004	7,899,664	
0632288-0185	United Kingdom	2014/01161	02/12/15	Registered issued	24/2204	24/2/2004	0,789,664	
0632288-0186	Europe	2014/01161	02/12/15	Registered issued	09,544,297	24/2/2004	6,789,664	
0632288-0187	United States	2013/0172453	02/11/15	Registered issued	08,935,559	12/22/1993	5,582,745	
0632288-0188	United States	2013/0172453	02/11/15	Registered issued	10,814,868	06/28/1987	5,915,666	
0632288-0189	United States	2013/0172453	02/11/15	Registered issued	089,9,797	01/14/1997	5,647,587	
0632288-0190	United States	2013/0172453	02/11/15	Registered issued	31,003,131	11/11/1998	5,019,354	
0632288-0191	Germany	2013/0172453	02/11/15	Registered issued	97,909,801.7	12/31/2002	5,904,688	
0632288-0192	France	2013/0172453	02/11/15	Registered issued	97,909,801.7	12/31/2002	0,920,447	
0632288-0193	Europe	2013/0172453	02/11/15	Registered issued	97,909,801.7	12/31/2002	1,020,447	
0632288-0194	Europe	2013/0172453	02/11/15	Registered issued	97,909,801.7	12/31/2002	2,220,447	
0632288-0195	Europe	2013/0172453	02/11/15	Registered issued	97,909,801.7	12/31/2002	5,582,745	
0632288-0196	United States	2013/0172453	02/11/15	Registered issued	96,913,602	07/26/2004	0,879,176	
0632288-0197	United States	2013/0172453	02/11/15	Registered issued	99,87,25,079	11/02/1998	5,629,742	
0632288-0198	United States	2013/0172453	02/11/15	Registered issued	06,752,584	09/27/1988	5,851,330	

Table with columns: Class No., Title, Filing Date, Inventor, Patent No., Abstract. The table contains numerous entries detailing technical inventions such as 'SHEET-SIZE AND STACKING DIRECTION ADJUSTABLE ACCUMULATOR WITH REMOVABLE RAMPS AND METHOD', 'METHOD AND APPARATUS FOR HIGH SPEED MERGING OF SHEET MATERIAL ONTO A TRANSPORT FROM THE SIDE', and 'METHOD AND APPARATUS FOR VERIFYING ARTICLES CONTAINING INDICIA THEREON'. The table lists various technical details, dates, and associated patent numbers.

Pub. No.	Class.	Inventor	Title	Pub. No.	Pub. Date	Patent No.
663288-0649	United States	Registered Applicant	DOCUMENT HANDLING APPARATUS WITH DYNAMIC FEED MECHANISM AND RELATED METHOD	81920002	10/17/03	6,863,273
663288-0648	United States	Registered Applicant	SCALE MAIL WEIGHING SYSTEM AND METHOD FOR IMPROVING THE OPERATION THEREOF	81920002	10/17/03	7,141,745
663288-0647	Europe	Registered Applicant	APPARATUS AND METHOD FOR STUFFING A FOLDER	81920001	09/18/03	7,272,415
663288-0646	United States	Registered Applicant	SHEET ACCUMULATOR SYSTEMS AND METHOD	81920003	10/17/03	7,000,384
663288-0645	United States	Registered Applicant	MAIL VERIFICATION, REPORTING AND TRACKING APPARATUS AND METHOD FOR MAIL PIECES	81920003	10/17/03	7,301,972
663288-0644	Europe	Registered Applicant	MAIL MARKING ACCUMULATOR AND RELATED METHODS	81920003	10/17/03	8,791,108
663288-0643	Europe	Registered Applicant	DOCUMENT HANDLING APPARATUS WITH DYNAMIC FEED MECHANISM AND RELATED METHOD	81920003	10/17/03	1,334,933
663288-0642	Europe	Registered Applicant	SHEET ACCUMULATOR SYSTEM AND METHOD	81920003	10/17/03	1,334,983
663288-0641	United States	Registered Applicant	DATA COLLECTION AND MAINTENANCE DATABASE METHOD AND APPARATUS	81920003	10/17/03	8,058,547
663288-0640	United States	Registered Applicant	INSERTING APPARATUS AND METHOD WITH CONTROLLED MASTER CYCLE SPEED-DEPENDENT ACTUATOR OPERATIONS	81920003	10/17/03	8,345,458
663288-0639	Europe	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	7,395,854
663288-0638	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,468,880
663288-0637	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,468,930
663288-0636	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,468,980
663288-0635	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,030
663288-0634	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,080
663288-0633	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,130
663288-0632	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,180
663288-0631	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,230
663288-0630	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,280
663288-0629	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,330
663288-0628	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,380
663288-0627	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,430
663288-0626	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,480
663288-0625	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,530
663288-0624	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,580
663288-0623	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,630
663288-0622	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,680
663288-0621	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,730
663288-0620	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,780
663288-0619	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,830
663288-0618	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,880
663288-0617	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,930
663288-0616	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,469,980
663288-0615	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,030
663288-0614	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,080
663288-0613	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,130
663288-0612	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,180
663288-0611	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,230
663288-0610	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,280
663288-0609	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,330
663288-0608	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,380
663288-0607	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,430
663288-0606	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,480
663288-0605	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,530
663288-0604	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,580
663288-0603	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,630
663288-0602	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,680
663288-0601	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,730
663288-0600	Germany	Registered Applicant	CUTTER ASSEMBLY AND LINELESS LABEL APPLICATOR	81920003	10/17/03	1,470,780

Class No.	Country	Title	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date
063288-0839	Europe	ACCUMULATOR APPARATUS FOR MAILING PUSHER SYSTEM	050173002.7	2017/02/10	050173002.7	2017/02/10	11537.499	18591641
063288-0772	Europe	MAIL PIECE CONSOLIDATION AND ACCOUNTABILITY USING ADVANCED TRACKING METHODS	090283368.1	7/11/2012	090283368.1	7/11/2012	1639544	1639544
063288-0712/DE	Germany	MAIL PIECE CONSOLIDATION AND ACCOUNTABILITY USING ADVANCED TRACKING METHODS	05025368.1	7/11/2012	05025368.1	7/11/2012	1639544	1639544
063288-0712/GB	United Kingdom	MAIL PIECE CONSOLIDATION AND ACCOUNTABILITY USING ADVANCED TRACKING METHODS	100283368.1	7/11/2012	100283368.1	7/11/2012	1639544	1639544
063288-0716	United States	PROGRESSIVE MODULARITY ASSORTMENT SYSTEM WITH HIGH AND LOW CAPACITY BINS	10202005	3/21/2007	10202005	3/21/2007	7,259,346	1639544
063288-0717	United States	QUEUED ERROR RECONCILIATION IN A DOCUMENT PROCESSING ENVIRONMENT	117342.569	5/16/2014	117342.569	5/16/2014	8,306,964	1639544
063288-0720	Europe	FEEDER CONTROL SYSTEM AND METHOD	22220056	10/17/2012	22220056	10/17/2012	7,497,499	1639544
063288-0726	United States	INSERTING SYSTEMS AND METHODS	110946.536	12/29/2009	110946.536	12/29/2009	7,607,653	1639544
063288-0727	United States	SYSTEMS AND METHODS FOR MAINTAINING THE DENSITY OF GROUPED SHEET ARTICLES	110536.582	10/27/2009	110536.582	10/27/2009	7,454,982	1639544
063288-0731	United States	METHODS FOR VARIABLY OPENING ENVELOPES	117546.558	11/25/2009	117546.558	11/25/2009	7,462,040	1639544
063288-0732	United States	CREATE ROLLER APPARATUS AND METHODS FOR USING SOME	117516.555	11/25/2009	117516.555	11/25/2009	7,607,653	1639544
063288-0733	United States	APPARATUS AND METHODS FOR SPACING AND PROCESSING DOCUMENTS FOR SHEET PROCESSING	11072006	10/27/2009	11072006	10/27/2009	7,607,653	1639544
063288-0738	Europe	APPARATUS FOR ASSEMBLY OF DOCUMENT SETS INTO A SINGLE COLLATED PACKET	110546.554	10/27/2009	110546.554	10/27/2009	7,607,653	1639544
063288-0740	United States	PROGRESSIVE MODULARITY ASSORTMENT SYSTEM WITH HIGH AND LOW CAPACITY BINS	060183002.2	3/25/2009	060183002.2	3/25/2009	17,0042	1639544
063288-0747	United States	ALIGN MAIL VALIDATION	110556.404	7/31/2009	110556.404	7/31/2009	7,366,011	1639544
063288-0749	United States	SYSTEM AND METHOD FOR GAP LENGTH MEASUREMENT AND CONTROL	115538.012	11/19/2013	115538.012	11/19/2013	9,465,425	1639544
063288-0756	United States	BROWSER BASED USER INTERFACE FOR DYNAMIC INTERACTION AND CONTROL WITHIN A MAIL PROCESSING ENVIRONMENT	117710.911	1/31/2010	117710.911	1/31/2010	7,931,369	1639544
063288-0753	Europe	SYSTEMS AND METHODS FOR MAINTAINING THE DENSITY OF GROUPED SHEET ARTICLES	110795.062	11/19/2009	110795.062	11/19/2009	7,607,653	1639544
063288-0757	United States	DOCUMENT PROCESSING SYSTEM CONTROL USING DOCUMENT FEATURE ANALYSIS FOR IDENTIFICATION	07017334.2	11/12/2010	07017334.2	11/12/2010	19,11793	1639544
063288-0759	United States	MAIL PROCESSING SYSTEM FOR ADDRESS CHANGE SERVICE	120149.040	7/29/2012	120149.040	7/29/2012	3,473,992	1639544
063288-0773	Europe	APPARATUS AND METHODS FOR STAGING AND PROCESSING DOCUMENTS FOR SHEET PROCESSING	110795.062	11/19/2009	110795.062	11/19/2009	7,607,653	1639544
063288-0781	United States	METHOD AND SYSTEM TO PROVIDE ADDRESS SERVICES WITH A DOCUMENT PROCESSING SYSTEM	120003.274	4/29/2012	120003.274	4/29/2012	8,150,547	1639544
063288-0784	United States	MAIL PIECE CONSOLIDATION AND ACCOUNTABILITY USING ADVANCED TRACKING METHODS	112078.489	11/12/2009	112078.489	11/12/2009	9,053,332	1639544
063288-0796	United States	APPARATUS, METHOD AND PROGRAMMABLE PRODUCT FOR IDENTIFICATION OF A DOCUMENT WITH FEATURE ANALYSIS	120149.024	8/27/2013	120149.024	8/27/2013	8,520,698	1639544
063288-0813	United States	AUTOMATIC FEEDER CONTROL SYSTEM TO ACCOUNT FOR INPUT VARIATIONS	120439.757	9/12/2013	120439.757	9/12/2013	8,392,337	1639544
063288-0813	United States	GENERATION OF UNIQUE MAIL ITEM IDENTIFICATION WITHIN A MULTIPLE DOCUMENT PROCESSING SYSTEM ENVIRONMENT	120408.484	9/12/2013	120408.484	9/12/2013	8,392,337	1639544
063288-0814	United States	METHOD AND SYSTEM TO INDICATE BIN SWEEP STATUS ON DOCUMENT PROCESSING EQUIPMENT	120427.217	9/12/2014	120427.217	9/12/2014	8,392,337	1639544
063288-0815	United States	METHOD AND SYSTEM FOR RUN TIME DIRECTORIES FOR ADDRESS SERVICES ON A SYSTEM AND METHOD FOR TRACKING A MAIL ITEM THROUGH A DOCUMENT PROCESSING SYSTEM	120466.007	12/9/2012	120466.007	12/9/2012	9,326,390	1639544
063288-0816	United States	PROCESSING SYSTEM	120466.713	3/10/2015	120466.713	3/10/2015	8,977,385	1639544
063288-0819	United States	CAMERA BASED MAIL APPLICATION VERIFICATION	120236.964	3/27/2012	120236.964	3/27/2012	8,144,936	1639544
063288-0826	United States	APPARATUS FOR PROCESSING MAIL ITEMS AND WEIGHING MODULE WITH SETTLE SECTION	120212.342	12/22/2010	120212.342	12/22/2010	7,958,689	1639544
063288-0827	Europe	DEVICE FOR HANDLING LETTERS AND WEIGHT MODULE WITH SETTING SECTION	08157611.9	9/15/2012	08157611.9	9/15/2012	2026627	1639544
063288-0827	Germany	DEVICE FOR HANDLING LETTERS AND WEIGHT MODULE WITH SETTING SECTION	08157611.9	9/15/2012	08157611.9	9/15/2012	2026627	1639544
063288-0827	France	DEVICE FOR HANDLING LETTERS AND WEIGHT MODULE WITH SETTING SECTION	08157611.9	9/15/2012	08157611.9	9/15/2012	2026627	1639544
063288-0829	Europe	METHOD FOR SORTING LETTERS	04011618.8	5/12/2007	04011618.8	5/12/2007	1484117	1639544

CLASS NUMBER	CLASS	INVENTOR	APPLICANT	REGISTRATION	ISSUE DATE	OFFICE	STATUS
063289-0636	Europe	DEVICE FOR SEPARATING LETTERS (NOTE EPD WEARS TE INDICATES TITLE AS: METHOD AND APPARATUS FOR SHINGLING LETTERS)	Reg:shipped	11/21/2004	14/02/2006	9/23/2010	1547/048
063289-0639	Europe	CAMERA BASED INK APPLICATION VERIFICATION	Reg:shipped	12/4/2008	09/03/2010	4/3/2013	2067629
063289-0640	Europe	CAMERA BASED INK APPLICATION VERIFICATION	Reg:shipped	12/4/2008	04/02/2011	4/20/2013	2067629
063289-0642	United States	CAMERA BASED INK APPLICATION VERIFICATION	Reg:shipped	12/4/2008	08/02/2011	4/22/2013	2167629
063289-0643	United States	METHOD AND SYSTEM FOR TRIGGERING AN AUTOMATED MAILER RESPONSE ACTION	Pending	10/14/2008	12/17/2011		
063289-0644	United States	LINEAR IMAGE LIET ARRAY FOR TRANSPORTING MATERIAL	Reg:shipped	10/7/2009	12/15/2011	2/12/2012	8,374,388
063289-0645	United States	METHOD AND SYSTEM FOR APPLYING A POSTAL AUTHORITY BARCODE ON A DOCUMENT PROCESSING SYSTEM	Reg:shipped	10/23/2006	12/04/2011	9/21/2012	8,243,933
063289-0646	United States	ITEM THROUGHPUT TRACKING IN AN AUTOMATED PRODUCTION ENVIRONMENT	Reg:shipped	5/18/2009	12/27/2011	8/15/2012	8,195,321
063289-0647	United States	METHOD AND SYSTEM FOR INTEGRATED PALLET AND SORT SCHEME MAINTENANCE	Reg:shipped	5/18/2009	12/4/2011	8/12/2012	8,249,987
063289-0648	United States	SYSTEM AND METHOD FOR VALIDATING MAILERS RECEIVED	Reg:shipped	5/18/2009	12/4/2011	8/12/2012	8,129,946
063289-0649	United States	PRINT STREAM PROCESSING MODULE OPTIMIZER FOR DOCUMENT PROCESSING	Reg:shipped	4/23/2008	12/4/2011	5/17/2012	8,124,140
063289-0650	United States	PROFILE BASED LASER CUTTING WITH A HIGH SPEED TRANSPORT DEVICE	Reg:shipped	3/15/2009	12/09/2011	9/13/2012	8,507,821
063289-0651	Europe	FEEDER CONTROL SYSTEM AND METHOD	Pending	2/12/2009	05/09/2011		
063289-0652	United States	METHOD AND SYSTEM FOR CREATING AN ADDRESS BLOCK MOVE UPDATE BARCODE	Reg:shipped	3/24/2009	12/15/2011	7/28/2012	8,780,197
063289-0653	United States	METHOD AND SYSTEM FOR SIMULTANEOUSLY PROCESSING LETTERS AND FLAT MAIL	Reg:shipped	3/22/2009	12/15/2011	10/4/2012	3,028,962
063289-0654	United States	AUTOMATIC FEEDER CONTROL SETUP BASED ON CLIENT MAIL STREAM	Reg:shipped	10/7/2009	12/15/2011	11/17/2012	8,311,668
063289-0655	United States	ITEM THROUGHPUT TRACKING IN AN AUTOMATED PRODUCTION ENVIRONMENT	Pending	10/22/2008	09/01/2011		
063289-0656	United States	ARTICLE OF MANUFACTURE FOR USAGE AS AN INTEGRATED BIDIRECTIONAL MAILPIECE AND METHOD OF MANUFACTURING INTEGRATED BIDIRECTIONAL MAILPIECES	Reg:shipped	12/17/2008	12/28/2011	11/15/2012	8,311,662
063289-0657	United States	METHOD AND SYSTEM TO MANUFACTURE AN INTEGRATED RETURN MAIL PIECE ON SHIPPING DOCUMENT PROCESSING SYSTEM	Reg:shipped	12/17/2008	12/28/2011	11/15/2012	8,544,720
063289-0658	United States	SYSTEM AND METHOD FOR CONTINUOUS SORTING OPERATION IN A MULTIPLE SORTER ENVIRONMENT	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0659	United States	FAILURE RECOVERY MECHANISM FOR ERRORS DETECTED IN A MAIL PROCESSING FACILITY	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0660	United States	METHOD AND SYSTEM FOR ONLINE ADDRESS QUALITY AND MAIL PREPARATION ON AN INDIA PRINTING SYSTEM	Pending	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0661	United States	METHOD AND SYSTEM FOR TRACKING MAIL ITEMS DURING PROCESSING	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0662	United States	METHOD AND SYSTEM FOR REFERENCING A SPECIFIC MAIL - TARGET FOR ENHANCED MAIL - OWNER CUSTOMER INTELLIGENCE	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0663	United States	VERIFICATION SYSTEM AND METHOD IN A DOCUMENT PROCESSING ENVIRONMENT	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0664	Europe	MULTI-PARTICLE WITH PERSONALIZED COMMUNICATION AND RETURN SLIP AND RELATED METHOD UTILIZING WRAPPER SYSTEM	Pending	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0665	United States	VERIFICATION SYSTEM AND METHOD IN A DOCUMENT PROCESSING ENVIRONMENT	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0666	United States	METHOD AND SYSTEM TO FEED INSERTS WITH A ROTARY AND GRIPPER SYSTEM	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0667	United States	METHOD AND SYSTEM FOR DYNAMIC SPEED CONTROL ON A MAIL PROCESSING SYSTEM	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0668	Europe	LINEAR TRANSPORT AND INSERTION MACHINE	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0669	Europe	METHOD AND SYSTEM TO FEED INSERTS WITH A ROTARY AND GRIPPER SYSTEM WITH CUP SAVER	Pending	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0670	United States	METHOD AND SYSTEM FOR MAIL ITEM TURNOVER	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0671	Europe	METHOD AND SYSTEM TO FEED INSERTS WITH A ROTARY AND GRIPPER SYSTEM WITH SYNCHRONOUS INITIALIZATION	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0672	Europe	METHOD AND SYSTEM TO FEED INSERTS WITH A ROTARY AND GRIPPER SYSTEM WITH CUP SAVER	Pending	3/16/2010	3/16/2010	8/18/2011	8,111,390
063289-0673	United States	METHOD AND SYSTEM FOR PRESORT BREAK SORTING OF MAILPIECES	Reg:shipped	3/16/2010	3/16/2010	8/18/2011	8,111,390

SCHEDULE 3

Copyrights

See Attached.

[Schedule 3 -- IP Security Agreement]

TRADEMARK
REEL: 005652 FRAME: 0558

US COPYRIGHTS

Title	Registration Date	Registration Number
Mailmobila service manual.	9/23/1992	TXu535735
Mailmobile service manual.	9/23/1992	TXu535736
BHFS solutions.	2/7/2002	TXu1033587
Transformer.	3/21/1994	TXu633280
IntellaMgr software.	8/18/1998	TX4816420
The transformer processor, version 6.0.	10/18/2000	TX5294486
Automated user interface software.	5/11/2001	TX5524444
Script one : statement parameter group-SPGT0001.	9/21/2005	TXu1247591
Script two : statement parameter group-SPGT0002.	9/21/2005	TXu1247588
Script three : statement parameter group-SPGT0003.	9/21/2005	TXu1247592
Script four : statement parameter group-SPGT0004.	9/21/2005	TXu1247601
Script five : statement parameter group-SPGT0005.	9/21/2005	TXu1247600
Script six : statement parameter group-SPGT0006.	9/21/2005	TXu1247599
Script seven : statement parameter group-SPGT0007.	9/21/2005	TXu1247598
Script eight : statement parameter group-SPGT0008.	9/21/2005	TXu1247597
Script nine : statement parameter group-SPGT0009.	9/21/2005	TXu1247596
Script ten : statement parameter group-SPGT0010.	9/21/2005	TXu1247589
Script eleven : statement parameter group-SPGT0011.	9/21/2005	TXu1247595
Script thirteen : statement parameter group-SPGT0013.	9/21/2005	TXu1247593
Script fourteen : statement parameter group-SPGT0014.	9/21/2005	TXu1247594
Script fifteen : statement parameter group-SPGT0015.	9/21/2005	TXu1247602
Script sixteen : statement parameter group-SPGT0016.	9/21/2005	TXu1247803
Script seventeen : statement parameter group-SPGT0017.	9/21/2005	TXu1247604
Script eighteen : statement parameter group-SPGT0018.	9/21/2005	TXu1247605
Script nineteen : statement parameter group-SPGT0019.	9/21/2005	TXu1247606

Title	Registration Date	Registration Number
Script twenty : statement parameter group-SPGT0020.	9/21/2005	TXu1247607
Script twenty-one : statement parameter group-SPGT0021.	9/21/2005	TXu1247608
Script twenty-two : statement parameter group-SPGT0022.	9/21/2005	TXu1247609
Script twenty-three : statement parameter group-SPGT0023.	9/21/2005	TXu1247687
Script twenty-four : statement parameter group-SPGT0024.	9/21/2005	TXu1247610
Script twenty-five : statement parameter group-SPGT0025.	9/21/2005	TXu1247590
Script twenty-six : statement parameter group-SPGT0026.	9/21/2005	TXu1247586
Script twenty-seven : statement parameter group-SPGT0027.	9/21/2005	TXu1247611
Script twenty-nine : statement parameter group-SPGT0029.	9/21/2005	TXu1247612
Script thirty : statement parameter group-SPGT0030.	9/21/2005	TXu1247613
Script thirty-one : statement parameter group-SPGT0031.	9/21/2005	TXu1247614
Script thirty-two : statement parameter group-SPGT0032.	9/21/2005	TXu1247615
Script thirty-three : statement parameter group-SPGT0033.	9/21/2005	TXu1247616
Script thirty-four : statement parameter group-SPGT0034.	9/21/2005	TXu1247617
TransFormer . version 8.0 : technical reference card.	11/9/2004	TXu1197377

EXHIBIT 1
to
IP Security Agreement

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **BELL AND HOWELL, LLC** ("Grantor"), hereby appoints and constitutes **BANK OF AMERICA, N.A.** ("Grantee"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf following the occurrence and during the continuation of an Event of Default, as such term is used in the Loan Agreement, dated of even date herewith, between Grantor, Bell and Howell Canada Ltd., as a guarantor thereunder, and Grantee (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**"):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Grantee, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any IP Collateral (as defined in the IP Security Agreement), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Grantee, in its discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to that certain Intellectual Property Security Agreement, dated of even date herewith, between Grantor and Grantee (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**IP Security Agreement**"), and may not be revoked until Full Payment of the Obligations (as such terms are defined in the Loan Agreement).

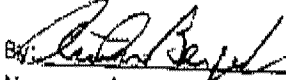
Dated as of September 30, 2015.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Special Power of Attorney to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

BELL AND HOWELL, LLC

By: 

Name: ARTHUR BERGENS

Title: VICE PRESIDENT

[IP Security Agreement - Special Power of Attorney]