

REC
TF

06-23-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 6-22-98
Tab settings 000 ▼



To the Honorable Commissioner of Patents

100745718

3 original documents or copy thereof.

1. Name of conveying party(ies):

SFI of Delaware, LLC
276 Park Avenue South
New York, New York 10010

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware limited liability company

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: _____

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

Name: Bankers Trust Company

Internal Address: _____

Street Address: 130 Liberty Street

City: New York State: NY ZIP: 10006

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State NEW YORK
☐ 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

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

A. Trademark Application No.(s)

75/157127 sfi.net
75/157126 GetSmart

B. Trademark registration No.(s)

2,085,366 STANDARD FORMS
2,020,703 SFI

Additional numbers attached? ☐ Yes ☐ No

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

Name: Alfred M. Randolph, Jr.

Internal Address: _____

Kaufman & Canoles

Street Address: One Commercial Place, Suite 2000

City: Norfolk State: VA ZIP: 23510

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41): \$ 115.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

11-0220

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

06/23/1998 DNGUYEN 00000072 75157127

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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.

Alfred M. Randolph, Jr.
Name of Person Signing

Signature

June 11, 1998
Date

Total number of pages comprising cover sheet: _____

REEL 1743 FRAME 0865

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

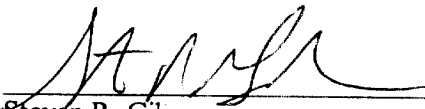
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SFI OF DELAWARE, LLC, a Delaware limited liability company (the "Assignor") with principal offices at 3701 East Virginia Beach Boulevard, Norfolk, Virginia 23502, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor'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, together with (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 symbolized by the Marks 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 ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors party thereto and the Assignee, dated as of June __, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those 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 Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the ____ day of June, 1998.

SFI OF DELAWARE, LLC,
as Assignor

By: 
Steven R. Gibson
Vice President

BANKERS TRUST COMPANY,
as Collateral Agent and Assignee

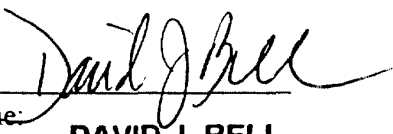
By _____

IN WITNESS WHEREOF, the undersigned have executed this Assignment of
Security Interest as of the ____ day of _____.

SFI OF DELAWARE, LLC,
as Assignor

By _____
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent and Assignee

By 
Name: **DAVID J. BELL**
Title: **VICE PRESIDENT**

DISTRICT OF)
COLUMBIA) ss.:
)

On this 10th day of June, 1998, before me personally came Steven R. Gibson, who
' being duly sworn, did depose and say that he is the Vice President of SFI of Delaware, LLC,
a Delaware limited ^{liability} /company that he is authorized to execute the foregoing Assignment of
Security Interest on behalf of said corporation and that he did so by authority of the Board of
Directors of said Corporation.

Valencia L. Caoton
Notary Public
My Commission expires
August 31, 2000

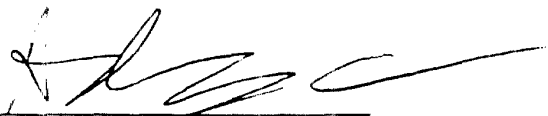
STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:
)

On this ___ day of June, 1998, before me personally came _____ who,
being by me duly sworn, did state as follows: that [s]he is _____ of Bankers Trust
Company, that [s]he is authorized to execute the foregoing Assignment of Security Interest on
behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation

Notary Public

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 9th day of June, 1998 before me personally came David Bell who, being by me duly sworn, did state as follows: that [s]he is Vice President of Bankers Trust Company, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public

ADAM CHERNICHAW
Notary Public, State of New York
No. 02CH5076870
Qualified in New York County
Commission Expires April 28, 1999

U.S. AND FOREIGN TRADEMARK REGISTRATIONS

1. Hano Document Printers, Inc. has adopted and used in its business and is the owner of certain trademarks which are registered or pending in the United States Patent and Trademark Office as follows:

<u>Registration/ Serial No. .</u>	<u>Date Filed/ Granted</u>	<u>Trademark</u>	<u>Status</u>
1,942,247	12/19/95	PROTECH	Registered
1,943,624	12/26/95	S.A.F.E	Registered

2. Hano Document Printers, Inc. may own certain common law rights in the following marks:

BUNCO BLOC INKS

FAIL SAFE PAPERS

3. License Agreement

Hano has been granted from SFI of Delaware, LLC, successor-in-interest to SFI Corp. (SFI) a non-exclusive, non-compensatory license to use the acronym "SFI" pursuant to the terms of a Trademark License Agreement dated March 1, 1996. See copy attached hereto.