

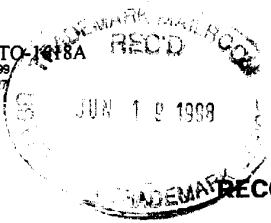
MRD 6-19-98

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FORM PTO-1018A
Expires 06/30/99
OMB 0651-0027

07-09-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100759101

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	<input type="checkbox"/> Change of Name
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name Harperprints, Inc. Execution Date 03311998
Month Day Year

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization North Carolina

Receiving Party Mark if additional names of receiving parties attached

Name General Electric Capital Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 777 Long Ridge Road

Address (line 2) Building B, 1st Floor

Address (line 3) Stamford CT 06927
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New York

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/08/1998 DNGUYEN 00000315 1922688
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FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1922688"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

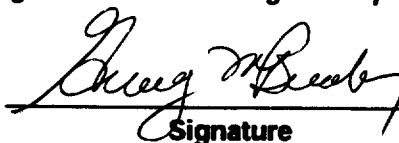
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy
Name of Person Signing


Signature

6/17/98
Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, HARPERPRINTS, INC., a North Carolina corporation (“Grantor”), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and General Electric Capital Corporation, a New York corporation (“Grantee”), are parties to that certain Loan and Security Agreement dated as of the date hereof (as heretofore or hereafter amended, modified and in effect from time to time, the “Loan Agreement”), providing for extensions of credit to be made by Grantee to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement including, without limitation, the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

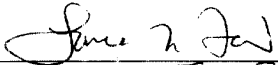
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor , through its duly authorized officer, has caused this Trademark Security Agreement to be executed as of the 31 day of March, 1998.

GRANTOR:

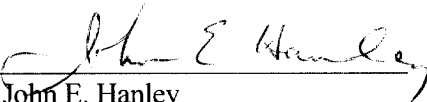
HARPERPRINTS, INC.

By: 
Name: Lance T Farr
Title: Secretary

Acknowledged, agreed and accepted as of the date hereof:

GRANTEE:

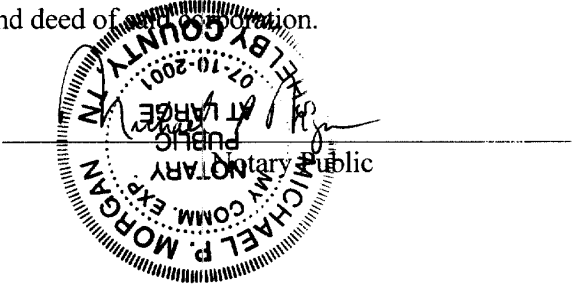
GENERAL ELECTRIC CAPITAL CORPORATION

By: 
John E. Hanley
Senior Credit Analyst

ACKNOWLEDGMENT

STATE OF TENNESSEE §
§
COUNTY OF SHELBY §

On the 31st day of March, 1998 before me personally appeared LANCE T. FAIR, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the SECRETARY of Harperprints, Inc., who being by me duly sworn, did depose and say that he is the SECRETARY of Harperprints, Inc., the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



(Seal)

My commission expires:
