

08-07-1998

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HEET
-YU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

Workflow Management, Inc.
230 Royal Palm Way, Suite 408
Palm Beach, Florida 33480

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

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

3. Nature of conveyance:

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

Execution Date: 6/10/98

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☒ OtherIf 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)

75/496635

75/496625

Trademark Registration No.(s):

Additional numbers attached? Yes ☒ No

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

Name: Alisa D. Lewis, Esq.

Internal Address: 1155 Avenue of the Americas, Room 2612

Street Address:

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41): \$ 65.00

☒ Enclosed

Authorized to be charged to deposit account

8. Deposit account number

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

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith Schorr

Name of Person Signing

Signature

Date

06/04/1998 SMITH 00000013 75496635

Total number of pages comprising cover sheet: ☐01 FC:402 No. 0651-0011 (exp 4/94) 40.00 00
02 FC:402 25.00 00

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-

U.S. AND FOREIGN TRADEMARK REGISTRATIONS

Workflow Management, Inc. has filed applications for registration of the following trademarks with the United States Patent and Trademark Office:

<u>Registration/ Serial No.</u>	<u>Date Mailed</u>	<u>Trademark</u>	<u>Status</u>
75/496,635	06/05/98	Workflow Management Class 16	Pending
75/496,625	06/05/98	Workflow Management Class 35	Pending

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

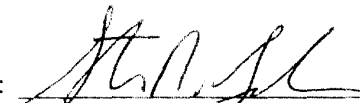
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WORKFLOW MANAGEMENT, INC., a Delaware corporation (the "Assignor") with principal offices at 230 Royal Palm Way, Suite 408, Palm Beach, Florida 33480, hereby assigns and grants to Bankers Trust Company, as 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 10, 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.

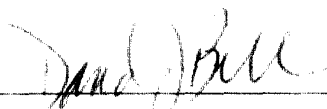
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security 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 10 day of June, 1998.

WORKFLOW MANAGEMENT, INC.,
as Assignor

By: 
Name: Steven R. Gibson
Title: Vice President

BANKERS TRUST COMPANY,
as Collateral Agent and Assignee

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

District
~~STATE OF NEW YORK~~)
of Columbia) ss.:
~~COUNTY OF NEW YORK~~)

On this 16th 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 Workflow Management, Inc., a Delaware corporation, 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.

Subscribed and sworn to before me, in my presence, this
16th day of June, 1998, a Notary Public
in and for the District of Columbia
Valencia E. Caston
Notary Public
My commission expires August 31, 2000

Valencia E. Caston
Notary Public

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

On this 21 day of June, 1998, before me personally came David J. Bell who, being by me duly sworn, did state as follows: that [s]he is Michael J. Bell 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.

Jojean Travis
Notary Public

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 1999