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11-27-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MRD 6-22-98  
Tab settings 000 ▼



100838535

original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Hano Document Printers, Inc.  
99 Guion Street  
Springfield, MA 01104

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Virginia  
☐ 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: June 10, 1998

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

Name: Bankers Trust Company

Internal Address: 22

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)

TM

B. Trademark registration No.(s)

1,942,247 PROTECH

1,943,624 S.A.F.E.

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:

2

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

- ☐ 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)

DO NOT USE THIS SPACE

06/23/1998 DNGUYEN 00000070 1942247

01 FO:481 40.00 DP  
02 FO:482 25.00 DP

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

Alfred M. Randolph

Signature

June 10, 1998

Date

Total number of pages comprising cover sheet:

7

REEL: 1773 FRAME: 0317

ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

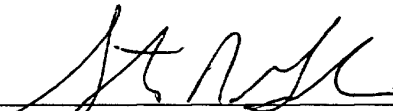
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, HANO DOCUMENT PRINTERS, INC., a Virginia corporation (the "Assignor") with principal offices at 99 Guion Street, Springfield, Massachusetts 01104, hereby assigns and grants to Bankers Trust Company, as Collateral 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<sup>th</sup> day of June, 1998.

HANO DOCUMENT PRINTERS, INC.,  
as Assignor

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

BANKERS TRUST COMPANY,  
as Collateral Agent and Assignee


By: \_\_\_\_\_  
Name:  
Title:

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

HANO DOCUMENT PRINTERS, INC.,  
as Assignor

By \_\_\_\_\_  
Name:  
Title:

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 10<sup>th</sup> day of June, 1998, before me personally came Steven R. Gibson, who being duly sworn, did depose and say that he is Vice President of Hano Document Printers, Inc., a Virginia 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  
10<sup>th</sup> day of June, 1998, a Notary Public  
in and for the District of Columbia.  
Valencia E. Caston  
My commission expires August 31, 2000

Valencia E. Caston  
Notary Public

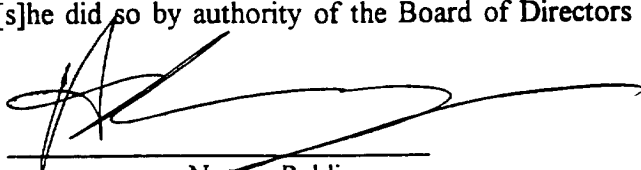
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

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 9<sup>th</sup> 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