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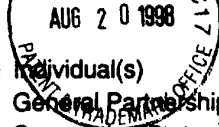


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attached original documents or copy thereof.

1. Name of conveying party(ies):

American Bank Note Holographics, Inc.



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

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

3. Nature of conveyance:

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

Execution Date: July 20, 1998

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank as Agent

Internal Address: \_\_\_\_\_

Street Address: 600 Fifth Avenue

City: New York State: NY ZIP: 10020

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York - Banking Corp.
- 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 patent number(s):

A. Trademark Application No.(s)

74/500,354 March 14, 1994  
74/335,833 August 4, 1997

B. Trademark Registration No.(s)

1,833,318 April 26, 1994  
(see attached)

Additional numbers attached?  Yes  No

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

Name: Jeffrey Epstein, Esq.

Internal Address: \_\_\_\_\_

Kaye, Scholer, Fierman, Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

08/24/1998 BNGUYEN 00000155 1833318

DO NOT USE THIS SPACE

01 EC:481 40.00 OP  
02 PC:481 225.00 OP

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.

John Sorensen  
Name of Person Signing

*John Sorensen*  
Signature

18 August 1998  
Date

Total number of pages including cover sheet, attachments, and document: 4

MAR 8-20-98

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITYTRADEMARKS

## I. REGISTRATIONS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
HOLOCHECK	4/26/94	1,833,318
HOLOMAGNETICS	7/1/97	2,074,787
HOLOPRINT	8/7/84	1,289,472
HOLOPRINT	12/3/85	1,373,482
HOLOMAG	8/29/95	1,915,793
HOLOSCAN	6/17/97	2,072,042
HOLOSTRIPE	6/21/94	1,841,223
HOLOGUARD	9/28/93	1,795,837

## II. APPLICATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
HOLOMAGNETICS	3/14/94	74/500,354
TAMPER-APPARENT	8/4/97	74/335,833

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, AMERICAN BANK NOTE HOLOGRAPHICS, INC., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, including registrations in, and/or applications filed with, the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement dated as of the date hereof, among the Assignor, the Guarantors, the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and Assignor has entered into a Security Agreement and Mortgage -Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor assigns to Assignee and grants to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby acknowledge the assignment to Assignee and the grant to Assignee of a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of a security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed by its officer thereunto duly authorized as of the 20th day of July, 1998.

AMERICAN BANK NOTE HOLOGRAPHICS,  
INC.

By

  
Name: JOSHUA C. CANTOR

Title: PRESIDENT