

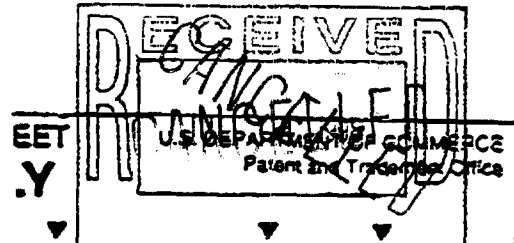
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FORM PTO-1504 1-31-98

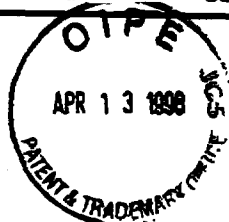
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To the Honorable Commissioner of Pa

...are attached original documents or copy thereof.

1. Name of conveying party(ies):

Advantix, Inc.



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

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

3. Nature of conveyance:

27

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

Execution Date: September 26, 1997

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

Name: The Provident Bank, as Agent

Internal Address: One East Fourth Street N.S. 216A

Street Address: 1800 Provident Tower

City: Cincinnati State: OH ZIP: 45202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Ohio Banking Association

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)

JM

B. Trademark registration No.(s)

1700749

1831729

Additional numbers attached?  Yes  No

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

Name: Keating, Muething and Klekamp

Internal Address: One East Fourth Street

Street Address: 1800 Provident Tower

City: Cincinnati State: OH ZIP: 45202

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:

65E  
NO SPEC  
FEE

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

DO NOT USE THIS SPACE

05/01/1998 JSHABAZZ 00000039 1700749

01 FC:481 40.00 OP  
02 FC:482 25.00 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.

GENE P. BABINEC

TRADEMARK DATE

6-25-98

**Trademarks**

**Advantix, Inc.**

1. ArtSoft--Registration #1700749
2. SportSoft--Registration #1831729

## ASSIGNMENT OF TRADEMARKS

WHEREAS, ADVANTIX, INC., a Delaware corporation, (hereinafter, together with its successors in title and assigns called "Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Schedule 1 attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Assignor, Advantix (Ohio), Inc., a Delaware corporation, and Bay Area Seating Service, Inc., a California corporation, (hereinafter together with their successors in title and assigns collectively called "Borrowers") and THE PROVIDENT BANK, an Ohio banking corporation, as Agent, having its principal offices at One East Fourth Street, Cincinnati, Ohio 45202 ("Assignee") are parties to a certain Credit Agreement dated of even date herewith (as the same may be restated, amended, modified, or supplemented, and in effect from time to time, the "Credit Agreement"), providing for the extension of credit to be made to Borrowers by Agent and the Lenders listed on Schedule 1 attached to the Credit Agreement (collectively, the "Lenders"); and

WHEREAS, pursuant to the terms of the Credit Agreement, Assignor has granted to Agent for the benefit of Lenders a security interest in substantially all the assets of Assignor including all right, title and interest of Assignor in, to and under all now owned or hereafter acquired trademarks and the applications or registrations thereof, to secure the payments of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said Trademarks, together with the goodwill of the business symbolized by the Trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

(a) that Assignor is the sole and exclusive owner of the Trademarks and all rights comprised in the Trademarks and has the full authority to make this assignment;

(b) that the Trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;

(c) to the knowledge of Assignor and except as may be set forth on Schedule 1 hereto, that the validity of the Trademarks has never been questioned to the knowledge of Assignor;

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(d) except as may be set forth on Schedule 1 hereto, that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and

(e) that the Trademarks and all rights comprised in the Trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

This security interest is granted in conjunction with the security interests granted to Assignee pursuant to the Credit Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as though fully set forth herein.


Upon the payment in full of the obligations of Assignor under the Credit Agreement, and the full and final termination of any credit commitment under the Credit Agreement, this Agreement shall terminate, and Assignee shall execute and deliver such documents and instruments and take such further action reasonably requested by Assignor, at Assignor's expense, as shall be necessary to evidence termination of the security interest granted by Assignor to Assignee hereunder, including without limitation, cancellation of this Agreement by written notice from Assignee to any applicable governmental agency.

*[Remainder of page intentionally left blank. Signature page follows.]*

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 26<sup>th</sup> day of September, 1997.

ADVANTIX, INC.

By:   
Name: W. Thomas Gimple  
Title: President

STATE OF CALIFORNIA            )  
  ) SS:  
COUNTY OF SAN FRANCISCO    )

On this \_\_\_ day of September, 1997, before me personally appeared W. Thompas Gimple, the President and Chief Executive Officer of Advantix, Inc., who signed this instrument and acknowledged that he signed it as a free act on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of California

County of San Francisco

On September 25, 1998 before me, Sandra M. Ahern

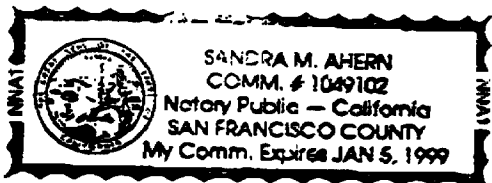
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Mary Callaghan

NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sandra M. Ahern  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- PARTNER(S)  LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE