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12/30/98

RECOR

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12-31-1998



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Tab settings

To the Honorable Commissioner of Patents &

100932700

original documents or copy thereof.

1. Name of conveying party(ies):

Iomega Corporation
1821 West Iomega Way
Roy, UT 84067

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

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

2. Name and address of receiving party(ies)

Name: Citicorp USA, Inc., as
Internal Address: Security Agent
Street Address: 399 Park Avenue
City: New York State: NY ZIP: 10043

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

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

3. Nature of conveyance:

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

Execution Date: 7-15-98

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule 1

B. Trademark Registration No.(s)

See Schedule

Additional numbers attached? Yes No

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

Name: J. Lee
Internal Address: Access Information Services, Inc.
Street Address: 1773 Western Avenue
City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 55

7. Total fee (37 CFR 3.41)..... \$ 1390.00 E

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

12/30/1998 DNGUYEN 00000294 2016248

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 1350.00 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.

Jackie Lee
Name of Person Signing

Jackie Lee
Signature

8-21-98
Date

Total number of pages including cover sheet, attachments, and document: 55

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

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

TRADEMARK
REEL: 1831 FRAME: 0106

List of Iomega Trademark Registrations/Applications

TRADEMARK	REG. or APP. DATE	REG. or APP. No.
i (stylized)	November 12, 1996	2,016,248
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IOMEGAZINE	April 28, 1997	75/282,148
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BECAUSE YOU NEED TO GET OUT MORE	July 24, 1997	75/330,112
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BERNOULLI	May 30, 1989	1,541,278
BERNOULLI BOX	March 17, 1992	1,679,268
BUZ	August 15, 1997	75/341,576
BUZ MULTIMEDIA PRODUCER	September 4, 1997	75/351,882
CLIK	October 13, 1997	75/371,904
CLIK!	November 4, 1997	75/384,576
CLIK! BUILT-IN	November 4, 1997	75/384,577
DISK COMMANDER	October 24, 1997	75/378,598
DITTO	October 7, 1994	74/583,486
DITTO BUILT-IN	October 31, 1997	75/382,511
DITTO MAX	June 24, 1997	75/314,072

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NZR	December 10, 1997	75/403,271
"One Footprint" Icon	November 11, 1997	2,112,046
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ZIP	December 2, 1997	2,117,175
ZIP	October 24, 1997	75/378,779
ZIP-ACROSS-AMERICA	March 10, 1998	2,142,125
ZIP BUILT-IN & Design	October 24, 1997	75/378,596
ZIP PLUS	August 15, 1997	75/341,577
ZIP RESCUE WE KEEP YOU RUNNING & Design	November 4, 1997	75/384,575
ZIP ZOOM	October 31, 1997	75/382,507
ZIP-UNLEASHED	October 29, 1996	75/189,313

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Iomega Corporation, a Delaware corporation (herein referred to as "**Grantor**"), owns the Trademarks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses (as defined in the Security Agreement referred to below) identified in Schedule 1 annexed hereto:

WHEREAS, the Grantor, certain banks (the "**Banks**"), Citibank, N.A., as Administrative Agent (the "**Administrative Agent**") and Morgan Guaranty Trust Company of New York, as Documentation Agent (together with the Administrative Agent, the "**Bank Agents**"), are parties to a Credit Agreement of even date herewith (as the same may be amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as said Agreement may be amended and in effect from time to time, the "**Security Agreement**") between Grantor, Citicorp USA, Inc., as Security Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, the "**Grantee**") and The Northern Trust Company, Grantor has granted to Grantee for the ratable benefit of such secured parties a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security 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 now owned or existing or hereafter acquired or arising:

(i) each Trademark, including, without limitation, each Trademark application referred to in Schedule 1 annexed hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include and no security interest shall be granted or deemed to be granted in any contracts or agreements, including, without limitation, any Copyright License, Patent License or Trademark License, to the extent that inclusion thereof or the granting of a security interest therein would violate a prohibition on assignment or similar restriction that is effective under applicable law.

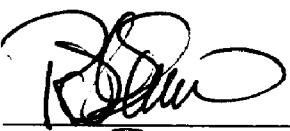
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 15th day of July, 1998.

IOMEGA CORPORATION

By: 
Name: Robert J. Simmons
Title: Vice President and Treasurer

Acknowledged:

CITICORP USA, INC.,
as Security Agent

By: _____
Name:
Title:

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IOMEGA CORPORATION

By: _____
Name:
Title:

Acknowledged:

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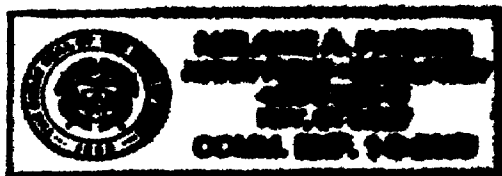
[Handwritten Signature]
Marketing Director
GRB/TAM Dept
Lex/21st Fl / Zone 10
(212) 569-2864

STATE OF Utah)
COUNTY OF Weber) ss.:

I, Melanie A. Parker, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert J. Simmons of IOMEGA CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. and Treasurer, this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth being duly authorized so to do.

Melanie a. Parker
Signature of Notary Public

My Commission expires: 1-9-2000



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