

04-22-1999



101017608

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Law Audit Services, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Connecticut
 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: October 15, 1998

2. Name and address of receiving party(ies)
 Name: LaSalle National Bank
 Internal Address: _____
 Street Address: 135 South LaSalle Street
 City: Chicago State: IL ZIP: 60674

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other: A national 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

4-13-99

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
THE BILLING PACKAGER 75/335,171

B. Trademark Registration No.(s)
IT'S ABOUT TIME 1,771,995 INSTAPRINT 1,769,148
ZOOM DETAIL 1,766,585 ZOOMGRID 1,836,023
LESN 1,727,287 LFC 1,861,695

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Erich G. Rhyhart
 Internal Address: Mayer, Brown & Platt
 Street Address: P.O. Box 2828
 City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0019
 (Attach duplicate copy of this page if paying by deposit account)

04/20/1999 JSHABAZZ 00000042 75335171

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 150.00 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.

Erich G. Rhyhart April 12, 1999
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

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 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 (0651-0011), Washington D.C. 20503.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 15, 1998, is by the undersigned in favor of LaSalle National Bank in its capacity as agent for the Bank Parties (the "Agent").

W I T N E S S E T H :

WHEREAS, Law Audit Services, Inc., a Connecticut corporation (the "Company"), and LaSalle National Bank (the "Agent") have entered into a Credit Agreement, dated as of October 15, 1998 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with the several Banks from time to time party thereto and the Agent;

WHEREAS, as a requirement of the Credit Agreement, the undersigned has also executed that certain Security Agreement, dated as of October 15, 1998 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), with the Agent;

WHEREAS, the obligations of the undersigned under the Loan Documents (as defined in the Credit Agreement) are to be secured pursuant to this Agreement and the Security Agreement; and

WHEREAS, the undersigned has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby grants to the Agent for the benefit of the Bank Parties a continuing security interest in the undersigned's right, title and interest in and to the following, whether now or hereafter existing or acquired (collectively, the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia, and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation those listed on Schedule I hereto), all renewals of any of the foregoing, and all proceeds of, and rights associated with, the foregoing (including license

royalties and proceeds of infringement suits), the right to sue for all past, present or future infringements of any of the foregoing and all rights corresponding thereto throughout the world in and to all of the foregoing.

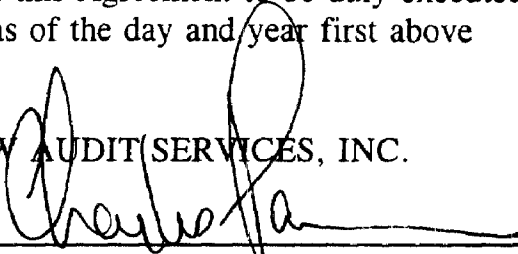
SECTION 3. Security Agreement. This Agreement has been executed and delivered by the undersigned for the purpose of recording the security interest of the Agent on behalf of each Bank Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The undersigned does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Reinstatement. The undersigned further agrees that if at any time all or any part of any payment theretofore applied by the Agent or any Bank Party to any of the Liabilities is or must be rescinded or returned by the Agent or such Bank Party for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Company or the undersigned or any other Person), such Liabilities shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Agent or such Bank Party, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Agent or such Bank Party had not been made.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

LAW AUDIT SERVICES, INC.

By: 

Title: president

SCHEDULE I
to
Trademark Security Agreement

TRADEMARKS COVERED BY THIS AGREEMENT

<u>Mark Name</u>	<u>Registration/ Serial No.</u>	<u>Country</u>	<u>Co. Name Held In</u>	<u>Issue Date</u>
IT'S ABOUT TIME	1,771,995	USA	Law Audit Services, Inc.	5-18-93
INSTAPRINT	1,769,148	USA	Law Audit Services, Inc.	5-4-93
ZOOMDETAIL	1,766,585	USA	Law Audit Services, Inc.	5-10-94
ZOOMGRID	1,836,023	USA	Law Audit Services, Inc.	5-10-94
LESN	1,727,287	USA	Law Audit Services, Inc.	10-27-92
LFC	1,361,695	USA	Law Audit Services, Inc.	11-8-94

PENDING TRADEMARKS COVERED BY THIS AGREEMENT

THE BILLING PACKAGER	75/335,171	USA	Law Audit Services, Inc.	8-4-97
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RECORDED: 04/13/1999

TRADEMARK
REEL: 1886 FRAME: 0179