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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): SCOTT SIGN SYSTEMS, INC.

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership

☐√ Corporation-State (FL Corporation)

☐ Other _____

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

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

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 200 Jericho Quadrangle

City: Jericho State: NY ZIP: 11753

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☐ Corporation-State _____

☐√ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐√ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐√ No

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐√ Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: May 11, 1999

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

A. Trademark Application No.(s) see attached Schedule A

B. Trademark Registration No.(s) see attached Schedule A

Additional numbers attached? ☐√ Yes ☐ No

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

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 48

7. Total fee (37 CFR 3.41): $1,215

☐√ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Lori E. Lesser, Esq. — Name of Person Signing

Lori E. Lesser — Signature

6/1/99 — Date

Total number of pages comprising cover sheet: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

06/04/1999 DNGUYEN 00000292 679382

01 FC:481 40.00 OP
02 FC:482 1175.00 OP

SCHEDULE A

U.S. Trademarks and Trademark Applications

Owned by Scott Sign Systems, Inc.

Mark	Serial/Registration No.
EXECUTIVE	679,382
TRADE WINDS	679,383
SHOWBOAT	679,384
CAPRICE	679,385
VISTA	680,147
BARONET	747,031
MONTCLAIR	747,032
BUSAG	747,033
STICKEE	769,677
MITTEN DESIGNER	848,314
DESIGNER SERIES	850,732
STANDEES	920,316
DECORLETTERS	1,057,560
CLIP-EZE	1,106,099
SCOTSLANT	1,120,540
DESIGNER	1,130,406
EZE-MOUNT	1,146,340.
BRAILLETTERS	1,146,547
ELEGANCE IN LETTERING	1,147,710
ORIGINAL DESIGNER LETTERS	1,176,181
IDENTIPLATES	1,184,801
SCOTT-TRAX	1,210,509
TABBEE	1,239,472
SPECTRALETTERS	1,239,475
SCOTT ADVOCATES	1,242,872
SCOTT SIGNATURES	1,246,397
SCOTPRINTS	1,247,708
LETTERMATES	1,256,908
LOOP'N LOK FASTIK	1,267,982
SCOTT-THINS	1,281,496
MICALETTERS	1,289,053
MIRRORLETTERS	1,298,833
SCOTT-PLUS	1,312,366
SCOTT PLASTICS CO.	1,351,709
SCOTT PLASTICS ATLANTIC CO.	1,351,710
SCOTT PLASTICS PACIFIC CO.	1,356,683
SCOTT-ELITES	1,405,858
SNAP-INS	1,434,757
SCOTT FLASH 24/48 and Design	1,448,922
VERSA-TRAX	1,541,568
STAND-UPS	1,630,885
VERSONITE	1,664,156
ULTRASTONE	1,664,157
SCOTT SIGN SYSTEMS, INC.	1,665,064
BRAILLPLAQUES	1,778,530
ULTRASLANT	1,780,314
BRAILLWORDS	1,795,025
PROEDGE	1,810,792

CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of May 11, 1999 is made by Scott Sign Systems, Inc., a Florida corporation (the "Obligor"), in favor of The Chase Manhattan Bank, a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 11, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Identity Group, Inc., a Tennessee corporation (the "Company"), the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to Section 3 of the Guarantee and Collateral Agreement (Exhibit H of the Credit Agreement), Obligor pledged and granted to the Agent for the benefit of the agent and the Lenders a continuing security interest in all Intellectual Property, including Trademarks (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment pledged and granted to the Agent for the benefit of the Agent and the Lenders;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

* * * * *

[Remainder of page purpusefully left blank]

SCOTT SIGN SYSTEMS, INC

By: _____
Name: A P Dilling
Title: Secretary

STATE OF Tenn.)
) ss
COUNTY OF Putnam)

On the 7 day of May, 1999, before me personally came A P Dilling, who is personally known to me to be the Secretary of Scott Sign Systems, Inc., a Florida corporation; who, being duly sworn, did depose and say that he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Wanda Long
Notary Public
My Commission Expires 3/27/2001

THE CHASE MANHATTAN BANK,
as Administrative Agent for the Lenders

By: [signature]
Name: Thomas H Koelmel
Title: Vice President

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 11th day of May, 1999, before me personally came, Thomas H. Kaufmann, who is personally known to me to be the Vice President of The Chase Manhattan Bank, a New York corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

[signature]
Notary Public

WILLIAM J. WALSH
Notary Public, State of New York
No. 01WA6010110
Qualified in New York County
Commission Expires July 13, 2000

509265-0656-08111-9955FR8U-AGR

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