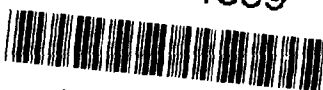


Tab settings

08-31-1999

8-27-99



101132711

original documents or copy thereof.

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

QMS, 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:

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

Execution Date: August 19, 1999

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago, State: IL ZIP: 60603

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

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

1235659

Additional numbers attached? Yes No

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

Name: Federal Reserve Corp

Internal Address:

Street Address: 100 Seventh St NW

City: Washington State: DC ZIP: 20004

08/31/1999 MTHA11 00000020 1235659

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41).....\$ 815.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481
02 FC:482

40.00 OP
775.00 OP

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.

Gregory T. Pealer
Name of Person Signing

Gregory T. Pealer
Signature

August 23, 1999
Date

Total number of pages including cover sheet, attachments, and document: 53

SCHEDULE A
to Trademark and License Security Agreement

TRADEMARKS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	REGISTERED DATE
QMS	1,235,659	4/26/83
QMS	1,607,184	7/24/90
QMS LOGO	1,667,511	12/10/91
MAGNUM	1,205,184	8/17/82
COLORSCRIPT	1,646,744	6/4/91
CROWN	1,848,108	8/2/94
CROWN DESIGN	1,848,109	8/2/94
CROWNCOPY	2,014,521	11/5/96
CROWNNET	2,006,776	10/8/96
HAMMERHEAD	1,808,394	11/30/93
IMAGESERVER	1,908,387	8/1/95
IMAGESERVER	2,063,724	5/20/97
MAGICOLOR	1,855,120	9/20/94
MISCELLANEOUS DESIGN -- TURNED PAGE	1,843,526	7/5/94
QCOLOR	2,024,386	12/17/96
QCOLOR AND DESIGN	2,072,181	6/17/97
QMS COLORSCRIPT	1,648,030	6/18/91
QMS CROWN	1,849,053	8/9/94
QMS LASERGRAFIX	1,437,813	4/28/87
QMS-PS	1,394,719	5/27/86

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	FILED
COLORDEPTH	74/685,547	6/7/95
COLORSMOOTH	74/696,328	6/7/95
CROWNADMIN	75/025,768	11/30/95
CROWNIMAGE	74/729,607	9/15/95
MULTI-PACS	75/236,037	2/4/97
Q-DOC	75/221,040	1/3/97
QFORM	75/024,117	11/27/95
STACKLER	75/103,413	5/13/96
SYSTEM SERVICE SOLUTIONS	75/215,418	12/19/96

ULTRASCRIPT
SYSTEMS SERVICE SOLUTIONS
ULTRASCRIPT

75/155,091
75/215,418
75/155,091

8/23/96
12/19/96
8/23/96

COMMON LAW MARKS AND TRADE NAMES

None

REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS

None

REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS

All of the registered foreign trademarks and trademark applications disclosed in that certain schedule of Intellectual Property described on Schedule C attached hereto and made a part hereof.

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT (the "*Agreement*") made this 19th day of August, 1999, between QMS, Inc., a Delaware corporation, having its chief executive office and mailing address at One Magnum Pass, Mobile, Alabama 36618 (the "*Borrower*"), and Harris Trust and Savings Bank, an Illinois banking corporation, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (the "*Lender*").

WITNESSETH:

WHEREAS, Lender and Borrower have entered into that certain Credit Agreement of even date herewith (as the same may hereafter be amended, modified, or restated from time to time, the "*Loan Agreement*"), pursuant to which Lender has, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "*Loans*") to Borrower; and

WHEREAS, Lender has required as a condition, among other things, to the making of Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of Borrower's obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrower to Lender in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "*Obligations*"), that Borrower execute and deliver this Agreement to Lender for the benefit of Lender;

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. *Defined Terms.*

(i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

(ii) The words "*hereof*," "*herein*" and "*hereunder*" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and *vice versa*, unless otherwise specified.

2. *Security Interest in Trademarks.* To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Lender a security interest in, having priority over all other security interests, with power of sale to the

extent permitted by applicable law, all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "*Trademarks*");

(ii) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Lender's rights under the Loan Agreement or any other agreement executed in connection therewith (all of the foregoing being hereinafter referred to collectively as the "*Licenses*"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement under which Borrower is licensee which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. *Restrictions on Future Agreements.* Borrower will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licenses, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with those Trademarks and Licenses which are necessary or desirable in the operation of Borrower's business.

4. *New Trademarks and Licenses.* Borrower represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the

trademarks, trademark registrations, trademark applications, trade names, trade styles, services marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall (i) create or obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, trade styles, service mark, service mark registration or service mark application, the provisions of Section 2 above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark applications, and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2 above, or under this Section 4 (whether or not any such notice from Borrower has been sent or received), and (b) filing, in addition to and not in substitution for, this Agreement, a supplement or addendum to this Agreement containing on Schedules A or B thereto, as the case may be, such trademarks, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 above or this Section 4 and to take any action Lender otherwise deems appropriate to perfect or maintain the rights and interests of the Lender under this Agreement with respect to such Trademarks and Licenses.

5. *Royalties.* Borrower hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to Borrower or anyone.

6. *Nature and Continuation of Lender's Security Interest.* This Agreement is made for collateral security purposes only and no assignment or contingent assignment is effected hereby. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated.

7. *Right to Inspect; Further Assignments and Security Interests.* Lender shall have the right, at any reasonable time and from time to time, to inspect Borrower's premises and to examine Borrower's books, records, and operations relating to the Trademarks, including, without limitation, Borrower's quality control processes; *provided*, that in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and after the occurrence of an Event

of Default, and subject to the terms of the Loan Agreement, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to take any action to renew or to apply for registration of any Trademarks as Lender or said conservator, in its sole judgment, may deem necessary or desirable in connection with the enforcement of Lender's rights hereunder. Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Lender and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

8. *Duties of Borrower.* Borrower shall have the duty, to the extent necessary or desirable in the normal conduct of Borrower's business, (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks as Borrower deems appropriate, and (iii) to preserve and maintain all of Borrower's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Borrower's business. Borrower agrees to retain an experienced trademark attorney reasonably acceptable to Lender for the filing and prosecution of all such applications and other proceedings. Lender shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

9. *Lender's Right to Sue.* From and after the occurrence and during the continuance of an Event of Default and the provision of written notice to Borrower of Lender's intention to enforce its rights and claims against any of the Trademarks or Licenses, Lender shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit or take any such action, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Lender is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. *Waivers.* No course of dealing between Borrower and Lender, and no failure to exercise or delay in exercising on the part of Lender any right, power or privilege hereunder or under the Loan Agreement or any other agreement executed in connection therewith shall operate as a waiver of any of Lender's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement or any other agreement

executed in connection therewith shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. *Lender's Exercise of Rights and Remedies Upon Default.* Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Borrower acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Lender shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Lender or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell any and all inventory, or otherwise use or transfer such Collateral in connection with the conduct of Borrower's business.

12. *Severability.* The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. *Modification.* This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

14. *Cumulative Remedies; Power of Attorney.* All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, Borrower hereby authorizes Lender to, in its sole discretion, upon the occurrence and during the continuance of an Event of Default, and with written notice to Borrower delivered prior to such action or within five (5) business days thereafter (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use or transfer of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Lender deems is in its best interest, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Lender shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Borrower acknowledges and agrees that this Agreement is not intended to

limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any other agreement executed in connection therewith, but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. *Binding Effect; Benefits.* This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; *provided, however* that Borrower shall not voluntarily assign its obligations hereunder without the prior written consent of Lender.

16. *Governing Law.* This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

17. *Notices.* All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

18. *Section Headings.* The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

QMS, INC.

By Albert A. Butler
Name: ALBERT A. BUTLER
Title: VICE PRES.

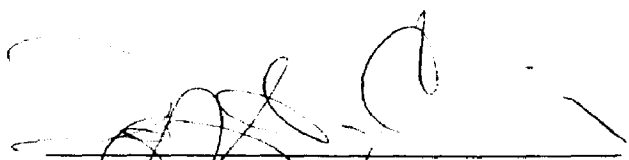
Accepted and agreed to in Chicago, Illinois as of this 19th day of August, 1999.

HARRIS TRUST AND SAVINGS BANK

By [Signature]
Name: HAREN P. BUCH
Title: Vice President

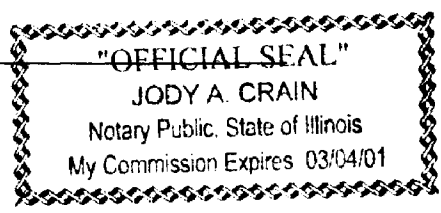
STATE OF IL)
) SS
COUNTY OF Cook)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 19th day of August, 1999, by Albert A. Buter, personally known to me to be the vice President of QMS, Inc., a Delaware corporation, on behalf of such corporation.



Notary Public

My commission expires: _____



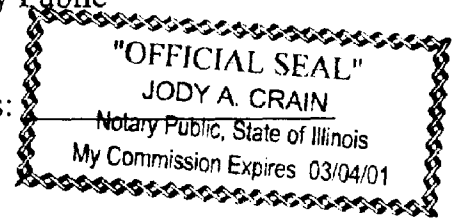
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 19th day of August, 1999, by HAROLD P. BUCK, personally known to me to be the Vice President, of Harris Trust and Savings Bank, an Illinois banking corporation, on behalf of such corporation.



Notary Public

My commission expires:



SCHEDULE B

to Trademark and License Security Agreement

LICENSES

None

SCHEDULE C

INTELLECTUAL PROPERTY

Attached are schedules of all U.S. and foreign registered trademarks and patents of QMS, Inc.

No subsidiaries have ownership of any intellectual property (trademarks, copyrights or patents).

QMS holds no copyrights.

Patent Report by Invention

Printed: 5/21/99 Page 1

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
"Patchification System"							
JAPAN	89606	NEW	8/1/88	63-192585	12/5/97	2,726,271	ISSUED
"Method and Apparatus For Transmitting Digital Radiographic Image Stream"							
UNITED STATES	961528	NEW	12/4/86	80/032,355			EXPIRED
UNITED STATES	971673	PCA	12/4/97	08/965,097			PENDING
"Printer with Self-Selecting Interpreter"							
AUSTRIA	981680	DCA					PROPOSED
BELGIUM	981681	DCA					PROPOSED
SWITZERLAND	981690	DCA		91 402 092.0			PROPOSED
GERMANY	961684	DCA	7/25/91	691 30 315.0-0			PENDING
DENMARK	981682	DCA					PROPOSED
EUROPEAN PATENT CO	91575	CEQ	7/25/91	91 402 092.0	10/7/98	0 489 974	ISSUED
SPAIN	981688	DCA		91 402 092.0			PROPOSED
SPAIN	981688	DCA	7/25/91	91 402 092.0	10/7/98	0 489 974	ISSUED
FRANCE	981683	DCA		91 402 092.0			PROPOSED
UNITED KINGDOM	981691	DCA		91 402 092.0			PROPOSED
GREECE	981685	DCA					PROPOSED
ITALY	981686	DCA		91 402 092.0			PROPOSED
NETHERLANDS	981687	DCA	7/25/91	91 402 092.0		0 489 974	ISSUED
SWEDEN	981689	DCA		91 402 092.0			PROPOSED
UNITED STATES	90400	NEW	8/3/90	07/562,371	3/8/94	5,293,466	ISSUED
"Warning Device for Printers"							
CANADA	981746	DCA	5/29/97	2,258,669			PENDING
EUROPEAN PATENT CO	981758	DCA	5/29/97	97 827 844.7			PENDING
JAPAN	981747	DCA	5/29/97	542956/1997			PENDING
WIPO	970735	NEW	5/29/97	PCT/US97/09209		WO97/45821	ISSUED
"Patchification System"							
GERMANY	940752	DCA					PROPOSED
EUROPEAN PATENT CO	89604	CEQ	7/29/88	88307024.5		0310228	ISSUED
UNITED KINGDOM	940755	DCA	7/29/88	88307024.5		0310228	ISSUED
LUXEMBOURG	940753	DCA					PROPOSED
NETHERLANDS	940754	DCA					PROPOSED
UNITED STATES	89531	NEW	7/31/87	07/060,285			ABANDONED
"Patchification System"							
UNITED STATES	89532	NEW	1/22/88	07/147,280	7/17/90	4,942,541	ISSUED
"Modular Software Security"							
UNITED STATES	89529	NEW	4/19/85	06/725,254			ABANDONED
"Modular Software Security"							
UNITED STATES	89530	CON	8/7/86	06/894,085	12/19/89	4,888,798	ISSUED
"Warning Device for Printers"							
UNITED STATES	960187	NEW	5/30/96	08/656,890	2/10/98	5,717,384	ISSUED
WIPO	9700735	CEQ	5/29/97	PCT/US97/09209			PENDING
"Method and Apparatus for Cleaning Pickup and Feed Rolls"							
UNITED STATES	930526	NEW	10/4/93	08/131,777	4/18/95	5,407,469	ISSUED
"Printer Testing Method and Apparatus"							
UNITED STATES	961016	NEW					PROPOSED

END OF REPORT

TOTAL ITEMS SELECTED = 35

TOTAL P.02

UNITED STATES AND FOREIGN
 TRADEMARK APPLICATIONS
 AND REGISTRATIONS OF QMS, INC.

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Updated June 27, 1997

MARK: "QMS"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
88954	U.S.	351,603	02/23/82	Reg. No. 1,235,659 Registered 04/26/83 Renewal due 04/26/03
88955	U.S.	628,938	11/06/86	Reg. No. 1,607,184 Registered 07/24/90 Renewal due 07/24/00
88989	Australia	425,898	04/26/85	Reg. No. B 425,898 Registered 04/26/85 Renewal due 04/26/06
950011	Australia	647,410	12/01/94	Reg. No. 647,410 Registered 12/01/94 Renewal due 12/01/04
89056	Benelux	674,901	05/31/85	Reg. No. 409,731 Registered 12/11/85 Renewal due 05/31/05
89066	Canada	543,246	06/06/85	Reg. No. 313,892 Registered 05/02/86 Renewal due 05/02/01
91117	Denmark	1896/91	03/12/91	Reg. No. VR 6031/1994 Registered 09/09/94 Renewal due 09/09/04
960403	European Community	194,795	04/01/96	Pending
89081	France	747,577	06/14/85	Reg. No. 1,312,756 Registered 06/14/85 Renewal due 06/14/05
91121	Germany	Q 1542/9 Wz	03/19/91	Reg. No. 2,911,638 Registered 08/21/95 Renewal due 01/31/05
881025	Great Britain	1,240,654	04/26/85	Reg. No. 1,240,654 Registered 04/26/85 Renewal due 04/26/06
89092	Greece	80211	07/01/85	Reg. No. 80211 Registered 06/02/88 Renewal due 07/01/05

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
88994	Israel	60808	04/19/85	Reg. No. 60808 Registered 07/10/89 Renewal due 04/19/06
89096	Italy	13001 C/85	10/25/85	Reg. No. 457,077 Registered 11/17/86 Renewal due 10/25/05
940794	Japan	1,969,977	05/16/94	Reg. No. 1,969,977 Registered 05/16/94 Renewal due 07/23/97
950813	Mexico	232,820	05/25/95	Pending
91836	New Zealand	192,806	04/28/89	Reg. No. B192,806 Registered 04/28/89 Renewal due 04/28/10
921016	New Zealand	192,807	04/28/89	Reg. No. B192,807 Registered 04/28/89 Renewal due 04/28/10
89111	S. Africa	85/7924	11/04/85	Reg. No. B85/7924 Registered 02/06/87 Renewal due 11/04/05
920436	S. Korea	92-12722	05/07/92	Reg. No. 272,174 Registered 08/19/93 Renewal due 08/19/03
91128	Sweden	91-2276	03/14/91	Reg. No. 249,765 Registered 06/18/93 Renewal due 06/18/03
930678	Switzerland	9911/1993.4	08/18/93	Reg. No. 415,570 Registered 08/18/93 Renewal due 08/18/03
89126	Taiwan	(75)-40311	08/18/86	Reg. No. 373,881 Registered 04/16/87 Renewal due 04/15/97 (filed 04/15/97)

MARK: "QMS LOGO"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
901080	U.S.	74/140,592	02/15/91	Reg. No. 1,667,511 Registered 12/10/91 Affidavit due 12/10/97 Renewal due 12/10/07
901081	Benelux	760,973	03/12/91	Reg. No. 500,359 Registered 03/12/91 Renewal due 03/12/01
91115	Canada	680,433	02/15/91	Reg. No. 407,432 Registered 01/29/93 Renewal due 01/29/08
91118	Denmark	1897/91	03/12/91	Reg. No. 934/1992 Registered 02/14/92 Renewal due 02/14/02
960404	European Community	195,826	04/01/96	Pending
901082	France	274,365	03/18/91	Reg. No. 1,677,058 Registered 03/18/91 Renewal due 03/18/01
901083	Germany	Q 1543/9 Wz	03/19/91	Reg. No. 2,051,501 Registered 12/08/93 Renewal due 03/31/01
91134	Great Britain	1,457,870	03/11/91	Reg. No. B 1,457,870 Registered 02/15/91 Renewal due 02/15/98
91123	Italy	T091C000696	03/29/91	Reg. No. 609,192 Registered 11/17/93 Renewal due 03/29/01
91126	Japan	54,344/91	05/28/91	Reg. No. 2713985 Registered 05/31/96 Renewal due 05/31/06
951965	Mexico	250,255	12/13/95	Pending
960070	Mexico	150,706	09/28/92	Reg. No. 433,575 Registered 04/27/93 Renewal due 09/28/02
91129	Sweden	91-2280	03/14/91	Reg. No. 249,766 Registered 06/18/93 Renewal due 06/18/03
91132	Switzerland	2065/1991.8	03/27/91	Reg. No. 388,974 Registered 03/27/91 Renewal due 03/27/01

MARK: "QMS, INC."

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
89120	Switzerland	3297	11/07/86	Reg. No. 350,122 Registered 01/13/87 Renewal due 11/07/06

MARK: "MAGNUM"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
88956	U.S.	191,984	11/03/78	Reg. No. 1,205,184 Registered 08/17/82 Renewal due 08/17/02
961010	U.S.	75/155,089	08/23/96	Pending
88990	Australia	425,899	04/26/85	Reg. No. A 425,899 Registered 04/26/85 Renewal due 04/26/06
89047	Austria	AM 1668/85	05/29/85	Reg. No. 110,754 Registered 10/25/85 Renewal due 10/31/05
89057	Benelux	674,902	05/31/85	Reg. No. 409,732 Registered 12/11/85 Renewal due 05/31/05
89067	Canada	543,245	06/06/85	Reg. No. 323,806 Registered 02/20/87 Renewal due 02/20/02
88993	Great Britain	1,240,653	04/26/85	Reg. No. 1,240,653 Registered 04/26/85 Renewal due 04/26/06
89093	Greece	80212	07/01/85	Reg. No. 80212 Registered 06/17/88 Renewal due 07/01/05
88995	Israel	60807	04/19/85	Reg. No. 60807 Registered 09/21/89 Renewal due 04/19/06
89103	Norway	88.2272	05/25/88	Reg. No. 137,648 Registered 07/20/89 Renewal due 07/20/99
89112	S. Africa	85/7925	11/04/85	Reg. No. 85/7925 Registered 05/20/87 Renewal due 11/04/05
89117	Switzerland	3426	06/04/85	Reg. No. 339,768 Registered 08/20/85 Renewal due 06/04/05
89127	Taiwan	(75)-40310	08/18/86	Reg. No. 363,103 Registered 04/16/87 Renewal due 04/15/97 (filed 04/15/97)

MARK: "COLORDEPTH"

<u>File</u>	<u>Country</u>	<u>Appln.</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Status</u>
950999	U.S.	74/685,547	06/07/95	Pending

MARK: "COLORSCRIPT"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
90198	U.S.	079,057	07/13/90	Reg. No. 1,646,744 Registered 06/04/91 Renewal due 06/04/01
91114	Benelux	760,974	03/12/91	Reg. No. 496,366 Registered 03/12/91 Renewal due 03/12/01
91116	Canada	680,222	04/18/91	Reg. No. 411,722 Registered 04/30/93 Renewal due 04/30/08
91119	Denmark	1898/91	03/12/91	Reg. No. VR 6032/94 Registered 09/09/94 Renewal due 09/09/04
960405	European Community	196,733	04/01/96	Pending
91120	France	274,366	03/18/91	Reg. No. 1,681,499 Registered 03/18/91 Renewal due 03/18/01
940733	Great Britain	1,578,542	07/18/94	Reg. No. 1,578,542 Registered 06/14/96 Renewal due 07/18/01
91124	Italy	T091C000685	03/29/91	Reg. No. 609,181 Registered 11/17/93 Renewal due 03/29/01
91130	Sweden	91-2277	03/14/91	Reg. No. 251,521 Registered 09/10/93 Renewal due 09/10/03
91133	Switzerland	2064/1991.6	03/27/91	Reg. No. 403,336 Registered 04/01/93 Renewal due 04/01/03

MARK: "COLORSMOOTH"

<u>File</u>	<u>Country</u>	<u>Appln.</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Status</u>
951000	U.S.	74/696,328	06/07/95	Pending

MARK: "CROWN"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
920437	U.S.	74/283,226	06/08/92	Reg. No. 1,848,108 Registered 08/02/94 Affidavit due 08/02/00 Renewal due 08/02/04
950817	Canada	784,581	06/08/95	Reg. No. 463,466 Registered 09/13/96 Renewal due 09/13/11

MARK: "CROWN DESIGN"

<u>File</u>	<u>Country</u>	<u>Appln.</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Status</u>
920439	U.S.	74/287,127	06/19/92	Reg. No. 1,848,109 Registered 08/02/94 Affidavit due 08/02/00 Renewal due 08/02/04

MARK: "CROWNADMIN"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
951883	U.S.	75/025,768	11/30/95	Pending
961234	European Community	375,840		Pending

MARK: "CROWNCOPY"

<u>File</u>	<u>Country</u>	<u>Appln.</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Status</u>
950790	U.S.	74/672,293	05/11/95	Reg. No. 2,014,521 Registered 11/05/96 Affidavit due 11/05/02 Renewal due 11/05/06

MARK: "CROWNIMAGE"

<u>File</u>	<u>Country</u>	<u>Appln.</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Status</u>
951388	U.S.	74/729,607	09/15/95	Pending

MARK: "CROWNNET"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
940856	U.S.	74/567,817	08/30/94	Reg. No. 2,006,776 Registered 10/08/96 Affidavit due 10/08/02 Renewal due 10/08/06

MARK: "FORMSERVER"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
941081	U.S.	74/592,622	10/31/94	Pending

MARK: "HAMMERHEAD"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
920604	U.S.	74/289,710	06/29/92	Reg. No. 1,808,394 Registered 11/30/93 Affidavit due 11/30/99 Renewal due 11/30/03
940887	Australia	639,377	09/01/94	Reg. No. 639,377 Registered 09/04/96 Renewal due 09/01/04
940888	New Zealand	240,748	09/07/94	Reg. No. 240,748 Registered 11/20/96 Renewal due 09/14/01

MARK: "IMAGESERVER"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
89853	U.S.	006,403	11/30/89	Reg. No. 1,908,387 Registered 08/01/95 Affidavit due 08/01/01 Renewal due 08/01/05
941186	U.S.	74/603,886	11/28/94	Reg. No. 2,063,724 Registered 05/20/97 Affidavit due 05/20/03 Renewal due 05/20/07

MARK: "LASERGRAFIX"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
89059	Benelux	674,905	05/31/85	Reg. No. 410,687 Registered 02/12/86 Renewal due 05/31/05
89094	Greece	83272	07/21/86	Reg. No. 83272 Registered 04/18/89 Renewal due 07/21/06
89095	Israel	62195	11/05/85	Reg. No. 62195 Registered 09/21/89 Renewal due 11/04/06
89097	Italy	12909 C/85	07/19/85	Reg. No. 457,118 Registered 11/17/86 Renewal due 07/19/05
881027	Sweden	85-3921	05/30/85	Reg. No. 202,249 Registered 08/01/86 Renewal due 08/01/06
89129	Taiwan	(75)-40312	08/18/86	Reg. No. 363,104 Registered 04/16/87 Renewal due 04/15/97 (filed 04/15/97)

MARK: "MAGICOLOR"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
930162	U.S.	74/363,073	02/23/93	Reg. No. 1,855,120 Registered 09/20/94 Affidavit due 09/20/00 Renewal due 09/20/04
960406	European Community	195,883	04/01/96	Pending
951964	Mexico	250,256	12/13/95	Pending

MARK: "MISCELLANEOUS DESIGN - TURNED PAGE"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
920707	U.S.	74/325,563	10/23/92	Reg. No. 1,843,526 Registered 07/05/94 Affidavit due 07/05/00 Renewal due 07/05/04
960407	European Community	195,917	04/01/96	

MARK: "MULTI-PACS"

<u>File</u>	<u>Country</u>	<u>Appln.</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Status</u>
970047	U.S.	75/236,037	02/04/97	Pending

MARK: "QCOLOR"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
940976	U.S.	74/575,708	09/19/94	Reg. No. 2,024,386 Registered 12/17/96 Affidavit due 12/17/02 Renewal due 12/17/06

MARK: "QCOLOR AND DESIGN"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
940977	U.S.	74/575,362	09/19/94	Reg. No. 2,072,181 Registered 06/17/97 Affidavit due 06/17/03 Renewal due 06/17/07

MARK: "Q-DOC"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
961572	U.S.	75/221,040	01/03/97	Pending

MARK: "QFORM"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
951896	U.S.	75/024,117	11/27/95	Pending

MARK: "QMS COLORSCRIPT"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
90182	U.S.	079,056	07/13/90	Reg. No. 1,648,030 Registered 06/18/91 Renewal due 06/18/01
931150	Japan	127,146/93	12/20/93	Reg. No. 3254259 Registered 01/31/97 Renewal due 01/31/07

MARK: "QMS CROWN"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
920438	U.S.	74/283,227	06/08/92	Reg. No. 1,849,053 Registered 08/09/94 Affidavit due 08/09/00 Renewal due 08/09/04

MARK: "QMS INC. QUICSCRIPT"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
89123	Switzerland	4631	01/06/87	Reg. No. 350,830 Registered 02/24/87 Renewal due 01/06/07

MARK: "QMS LASERGRAFIX"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
88971	U.S.	578,037	01/16/86	Reg. No. 1,437,813 Registered 04/28/87 Renewal due 04/28/07
89072	Canada	551,669	11/01/85	Reg. No. 321,084 Registered 11/28/86 Renewal due 11/28/01
89086	France	766,525	11/07/85	Reg. No. 1,330,107 Registered 11/07/85 Renewal due 11/07/05
881018	Great Britain	1,251,670	10/07/85	Reg. No. 1,251,670 Registered 10/07/85 Renewal due 10/07/06
89108	Norway	85.4092	10/29/85	Reg. No. 126,769 Registered 10/23/86 Renewal due 10/23/06

MARK: "QMS-PS"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
88972	U.S.	557,818	09/11/85	Reg. No. 1,394,719 Registered 05/27/86 Renewal due 05/27/06

MARK: "QUICSCRIPT"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
89355	Argentina	1,552,059	07/28/86	Reg. No. 1,248,794 Registered 09/22/87 Renewal due 09/22/97

ABANDONED

MARK: "STACKLER"

<u>File</u>	<u>Country</u>	<u>Appln.</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Status</u>
960617	U.S.	75/103,413	05/13/96	Pending

MARK: "SYSTEMS SERVICE SOLUTIONS"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
961363	U.S.	75/215,418	12/19/96	Pending

MARK: "ULTRASCRIPT"

<u>File</u>	<u>Country</u>	<u>Appln.</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Status</u>
960992	U.S.	75/155,091	08/23/96	Pending

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HAND ARENDALL, L.L.C.

3000 FIRST NATIONAL BANK BUILDING
POST OFFICE BOX 123
Mobile, Alabama 36601
(334) 432-5511
FAX (334) 694-6375

FAX MESSAGE

(334) 694-6375

TO : LLOYD ADAMS
FROM : GREGORY JONES
FAX NO. : 639-3360
RE : Due Diligence
MATTER NO. : 192067
DATE : May 28, 1999
TOTAL PAGES : 2 (INCLUDING THIS PAGE)

MESSAGE :

Lloyd:

Enclosed is a one-page replacement for the seventh page of the "Intellectual Property" material we sent to you on May 24, 1999 as part of Minolta's due diligence.

All this page does is update our previous submission by now showing the "QMS LOGO" is registered in the European Community as of April 1, 1999. We received confirmation of the registration today.

Greg

IF YOU DID NOT RECEIVE ALL OF THE PAGES OR FIND THAT THEY ARE ILLEGIBLE, PLEASE CALL BACK AS SOON AS POSSIBLE AT (334) 694-6218.

SENT X

RECEIVED _____

This facsimile message is a privileged and confidential communication and is transmitted for the exclusive information and use of the addressee. Persons responsible for delivering this communication to the intended recipient are admonished that this communication may not be copied or disseminated except as directed by the addressee. If you receive this communication in error, please notify us immediately by telephone and mail the communication to us at our letterhead address above. Thank you.

THIS FAX ORIGINATED FROM OUR MOBILE, ALABAMA OFFICE

MARK: "QMS LOGO"

<u>File</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Status</u>
901080	U.S.	74/140,592	02/15/91	Reg. No. 1,667,511 Registered 12/10/91 Affidavit due 12/10/97 Renewal due 12/10/07
901081	Benelux	760,973	03/12/91	Reg. No. 500,359 Registered 03/12/91 Renewal due 03/12/01
91115	Canada	680,433	02/15/91	Reg. No. 407,432 Registered 01/29/93 Renewal due 01/29/08
91118	Denmark	1897/91	03/12/91	Reg. No. 934/1992 Registered 02/14/92 Renewal due 02/14/02
→ 960404	European Community	195,826	04/01/96	Pending Reg. No. 000195826 Registered 04/01/99 Renewal Date: 04/01/06
901082	France	274,365	03/18/91	Reg. No. 1,677,058 Registered 03/18/91 Renewal due 03/18/01
901083	Germany	Q 1543/9 Wz	03/19/91	Reg. No. 2,051,501 Registered 12/08/93 Renewal due 03/31/01
91134	Great Britain	1,457,870	03/11/91	Reg. No. B 1,457,870 Renewed Registered 02/15/91 02/15/91 Renewal due 02/15/98 08
91123	Italy	T091C000696	03/29/91	Reg. No. 609,192 Registered 11/17/93 Renewal due 03/29/01
91126	Japan	54,344/91	05/28/91	Reg. No. 2713985 Registered 05/31/96 Renewal due 05/31/06
951965	Mexico	250,255	12/13/95	Pending
960070	Mexico	150,706	09/28/92	Reg. No. 433,575 Registered 04/27/93 Renewal due 09/28/02
91129	Sweden	91-2280	03/14/91	Reg. No. 249,766 Registered 06/18/93 Renewal due 06/18/03
91132	Switzerland	2065/1991.8	03/27/91	Reg. No. 388,974 Registered 03/27/91 Renewal due 03/27/01