

9-2-99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-03-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101133591
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Harold M. Pitman Company

Execution Date
Month Day Year
08271999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation, as Agent for Lenders

DBA/AKA/TA _____

Composed of _____

Address (line 1) 201 High Ridge Road

Address (line 2) _____

Address (line 3) Stamford

City

CT

State/Country

06927

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other _____

Citizenship/State of Incorporation/Organization New York

FOR OFFICE USE ONLY

09/02/1999 NTHAI1 00000313 0881431

01 FC:481
02 FC:482

40.00 OP
50.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

[Empty text box]

Address (line 1)

[Empty text box]

Address (line 2)

[Empty text box]

Address (line 3)

[Empty text box]

Address (line 4)

[Empty text box]

Correspondent Name and Address

Area Code and Telephone Number

213-896-6052

Name

Samantha B. Good, Esq.

Address (line 1)

Sidley & Austin

Address (line 2)

555 W. Fifth St., 40th Floor

Address (line 3)

Los Angeles, CA 90013

Address (line 4)

[Empty text box]

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Four (4)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

[Empty text box]

0881431

[Empty text box]

[Empty text box]

[Empty text box]

[Empty text box]

[Empty text box]

0701759

[Empty text box]

[Empty text box]

[Empty text box]

[Empty text box]

[Empty text box]

1177851

[Empty text box]

[Empty text box]

Number of Properties

Enter the total number of properties involved.

#

Three (3)

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

[Empty text box]

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Samantha B. Good, Esq.

Samantha B. Good

September 1, 1999

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 27, 1999, by Harold M. Pitman Company, an Illinois corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

A. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

B. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

1. all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
2. all reissues, continuations or extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
4. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

C. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[signature page follows]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK	SN	TRADEMARK REGISTRATIONS			CLASSES	REN.DATE
		FILING DATE	REG. No.	REG DATE.		
PITMAN	72-281390	9-28-67	0,881,431	11-25-69	101	1-25-90
PITMAN ¹	72-080586	8-31-59	0,701,759	7-26-60	23	7-26-80
PITMAN	73-272930	8-4-80	1,177,851	11-17-81	19-23	

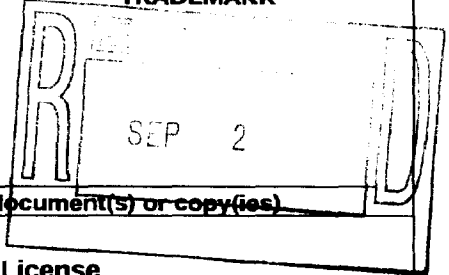
TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSE AGREEMENTS

1. Non-exclusive trademark license for "AGFA" pursuant to Miles Inc. Authorized Dealer Agreement between Agfa Division, Miles Inc. and Pitman Company dated February 22, 1995.

¹Assigned to Chance, A.B., Company, Centralia, Mo. 158259, January 11, 1968.



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Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
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Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

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Address (line 3)

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State/Country

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Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

CHICAGO
DALLAS
NEW YORK

555 WEST FIFTH STREET
LOS ANGELES, CALIFORNIA 90013-1010
TELEPHONE 213 896 6000
FACSIMILE 213 896 6600

WASHINGTON, D.C.
LONDON
SINGAPORE
TOKYO

FOUNDED 1866

WRITER'S DIRECT NUMBER
213-896-6769

WRITER'S E-MAIL ADDRESS
kbernste@sidley.com

September 1, 1999

By Federal Express

U.S. Patent and Trademark Office
Office of Public Records
Attention: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

Re: Trademark Security Agreement

Ladies and Gentlemen::

Enclosed please find for recordation with your office today the originally signed Trademark Security Agreement between Harold M. Pitman Company (conveying party) and General Electric Capital Corporation, as Agent for Lenders, dated as of August 27, 1999 (the "Agreement"). Attached to the Agreement is an original and a duplicate copy of the Trademark Recordation Form Cover Sheet and a check made payable to the Commissioner of Patents and Trademarks in the amount of \$90.00 to cover the requisite filing fees. The Agreement concerns the three (3) federal trademark registration numbers listed on the Trademark Recordation Form Cover Sheet.

Kindly indicate receipt of the Agreement for recordation by file-stamping as "received" the enclosed self-addressed, postage paid postcard and return it to me.

I may be reached at 213-896-6769 if you have any questions.

Thank you.

Sincerely,



Kimberly A. Bernstein
Legal Assistant

KAB\
encls

::ODMA\PCDOCS\LOSANGELES\174183\1