

12-17-1999

FORM PTO-1618A
Expires 03/30/99
OMB 0861-0027



101225301

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

MRO
10-7-99

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		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input checked="" type="checkbox"/> Other	Reaffirmation Agreement _____

Conveying Party Mark if additional names of conveying parties attached

Name Prepress Solutions, Inc. Execution Date
Month Day Year 11241999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Greyrock Capital, a Division of Banc of America Commercial Finance Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 10880 Wilshire Blvd., Suite 1850

Address (line 2) _____

Address (line 3) Los Angeles California 90024
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

12/17/1999 TTBK11 0000029 1063029

FOR OFFICE USE ONLY

01 F3481 40.00 0P
02 F3482 175.00 0P

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. 20221 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0861-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0861-0027, Patent and Trademark Assignment Protocol. 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, DC 20220

TRADEMARK
REEL: 002000 FRAME: 0200

Domestic Representative Name and Address

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

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)

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.

Sebastian Camua

12/3/99

Name of Person Signing

Signature

Date Signed

REAFFIRMATION AGREEMENT

This REAFFIRMATION AGREEMENT ("Agreement") is made as of November 24, 1999, among Greyrock Capital (formerly Greyrock Business Credit), a Division of Banc of America Commercial Finance Corporation (formerly known as NationsCredit Commercial Corporation) ("Lender"), and PrePress Solutions, Inc. ("Borrower"), with reference to the following facts:

A. Borrower filed Chapter 11 proceedings under the United States Bankruptcy Code (the "Petition"), in the District of Massachusetts, Western Division, Case No. 99-43152.

B. Prior to the Petition, Lender was Borrower's general lender, making advances pursuant to an Amended and Restated Loan and Security Agreement, dated October 27, 1996, as from time to time amended and supplemented ("Pre-Petition Loan Agreement"), and various other agreements, instruments and documents (collectively, with the Loan Agreement, the "Pre-Petition Documents"). The Pre-Petition Documents include, without limitation, the following: (i) Trademark Security Agreement, dated as October 27, 1995, between Borrower and Lender, as amended and supplemented, which was recorded in the United States Patent and Trademark Office on November 15, 1995, Reel 1415, Frame 0159, with respect to trademarks and service marks which include, without limitation, those listed on Exhibit A hereto, (ii) Trademark Security Agreement, dated as of October 27, 1995, between Direct Response Marketing, Inc. and Lender, as amended and supplemented, which was recorded in the United States Patent and Trademark Office on November 16, 1995, Reel 1413, Frame 0028, with respect to trademarks and service marks which include, without limitation, those listed on Exhibit B hereto (Direct Response Marketing, Inc. was subsequently merged into Borrower and pursuant thereto Borrower assumed all of the obligations under said Trademark Security Agreement), (iii) Borrower's Consent to Landlord's Waiver and Agreement, dated as of October 27, 1995, by the landlord at 11 Mt. Pleasant Avenue, East Hanover, New Jersey, as amended and supplemented, (iv) Patent and Trademark Security Agreement, dated as of December 23, 1998, between Borrower and Lender, as amended and supplemented, which was recorded with the United States Patent and Trademark Office on December 29, 1998, Reel 9662, Frame 0808, and also recorded on December 29, 1998, Reel 1834, Frame 0966, with respect to trademarks, service marks, and patents which include, without limitation, those listed on Exhibit C hereto, (v) Security Agreement in Copyrighted Works, dated as of December 23, 1998, between Borrower and Lender, as amended and supplemented, which was recorded with the Copyright Office of the United States on December 29, 1998, Volume 3426, Page 697, with respect to copyrights and other collateral which include, without limitation, those listed on Exhibit D hereto.

C. On or about the date hereof, Borrower is seeking, or has obtained, confirmation of a Chapter 11 Plan of Reorganization (the "Plan of Reorganization"). Pursuant to the Plan of Reorganization, Borrower's pre-petition and post-petition obligations to Lender (as the same may have been modified pursuant to the Plan of Reorganization) shall continue and, without limiting the generality of the foregoing, Lender shall retain a senior lien upon all the Borrower's property to secure the obligations of Borrower to Lender. Lender has requested that Borrower confirm that the Pre-Petition Documents, as the same may have been amended and supplemented from time to time, including without limitation, during Borrower's Chapter 11 proceeding and pursuant to the Plan of Reorganization, shall continue in full force and effect after confirmation of the Plan of Reorganization and shall apply with respect to the post-confirmation Borrower and its property.

**TRADEMARK
REEL: 002000 FRAME: 0202**

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Borrower agrees that, pursuant to the Plan of Reorganization and Borrower's confirmation and reaffirmation contained herein, Borrower assumes and reaffirms all of its pre-petition and post-petition obligations under and pursuant to the Pre-Petition Documents (as the same may have been modified during Borrower's Chapter 11 proceeding and pursuant to the Plan of Reorganization), and that the same shall continue to apply to Borrower and its property after the confirmation and effectiveness of Borrower's Plan of Reorganization. Without limitation upon the foregoing or the effectiveness of the security interests and liens provided to Lender by the terms of the Plan of Reorganization and the Bankruptcy Court's orders, the agreements, documents, and instruments previously filed or recorded, and the other steps taken by Lender, to perfect and protect Lender's security interests and liens, shall also perfect and protect Lender's security interest and liens in Borrower's property, whether now owned or hereafter acquired, after confirmation of the Plan of Reorganization.


2. Without limiting the generality of Paragraph 1 above, Borrower agrees that the term "Obligations" (as used in the agreements referenced at subparts B(i) - B(v) above) shall include all liabilities, indebtedness and other obligations of Borrower under the Amended Loan and Security Agreement and Secured Promissory Note concurrently being entered into between Lender and Borrower (collectively, the "Post-Confirmation Documents").

3. Without limiting any of the terms of the Pre-Petition Documents, the Borrower represents and warrants that all of its trademarks, patents and copyrights are described on Exhibits A-D hereto.

4. This Reaffirmation Agreement, the Post-Confirmation Documents, the Pre-Petition Documents being reaffirmed hereby, and the other agreements, instruments, and document being entered into in connection herewith, set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, representations, agreements and understandings between the parties with respect to the subject hereof. This Agreement is not intended to release Borrower from any liability, including, without limitation, under the Pre-Petition Documents. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same agreement.

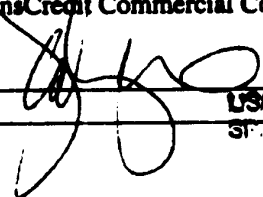
NOW, THEREFORE, the undersigned have executed this Agreement as of the date first above written

PREPRESS SOLUTIONS, INC.

By: 
Title: President

General Prepress Agreement No. 19 Pre-Conf. Doc. of Prepress Reaffirm. Agmt. 3

GREYROCK CAPITAL (formerly Greyrock Business Credit), a Division of Banc of America Commercial Finance Corporation (formerly known as NationsCredit Commercial Corporation)

By: 
Title: USA NAGANO
SENIOR VICE PRESIDENT

**EXHIBIT A
TO
REAFFIRMATION AGREEMENT**

Marks included with respect to Trademark Security Agreement, dated October 27, 1995,
between PrePress Solutions, Inc. and Greyrock Capital

Registered Trademarks

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Varityper	11/09/93	1,803,529
ESCOR	08/16/94	1,850,251

Unregistered Trademarks

**PrePRESS
PrePRESS SYSTEMS!
PrePRESS SUPPORT!
PrePRESS SOLUTIONS**

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**EXHIBIT B
TO
REAFFIRMATION AGREEMENT**

Marks included with respect to Trademark Security Agreement, dated October 27, 1995,
between Direct Response Marketing, Inc. and Greyrock Capital

Registered Trademarks

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
PrePRESS DIRECT! and design	04/06/93	1,763,483
Panther	02/06/96	1,954,857

Pending Trademarks

<u>Trademark</u>	<u>Application Date</u>	<u>Application No.</u>
PrePRESS Main Street	05/16/95	74/674,654

**TRADEMARK
REEL: 002000 FRAME: 0205**

**EXHIBIT C
TO
REAFFIRMATION AGREEMENT**

Patents and Marks included with respect to Patent and Trademark Security Agreement, dated December 23, 1998 between PrePress Solutions, Inc. and Greyrock Capital

Registered Trademarks

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Panther	02/06/96	1,954,857
Panther FasTRAK	12/09/97	2,120,482
PrePRESS DIRECT! and design	04/06/93	1,763,483
ESCOR	08/16/94	1,850,251
Varityper	11/09/93	1,803,529
TEGRA	11/09/93	1,803,637
FasTRAK	02/16/99	2,224,574

Pending Trademarks

<u>Trademark</u>	<u>Filing Date</u>	<u>Application No.</u>
PrePRESS Main Street	05/16/95	74/674.654

Unregistered Trademarks

Panther PageImposer
PantherPlate (+ variations)
PantherPlus (+ variations)
PantherPro (+ variations)
ESCOR II
ESCOR-FM
PrePRESS
PrePRESS SUPPORT!
PrePRESS SYSTEMS!
PrePRESS SOLUTIONS
PrePRESS ToolBox
PrePRESS WindowBox
Multiport
1*2*3

Patents

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>
Spot Function Endtone Noise and Growth	06/11/96	5,526,445

**TRADEMARK
REEL: 002000 FRAME: 0206**

**EXHIBIT D
TO
REAFFIRMATION AGREEMENT**

Copyrights included with respect to Security Agreement in Copyrighted Works, dated December 23, 1998 between PrePress Solutions, Inc. and Greyrock Capital

Registered Copyrights

<u>TITLE OF WORK</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
FYI: Color Temperature	TX 4-642-488	10/15/97
FYI: Imagesetter Screening	TX 4-642-489	10/15/97
FYI: PixelBurst Acceleration	TX 4-642-490	10/15/97
FYI: Processing Tips	TX 4-642-491	10/15/97
FYI: What is OPI?	TX 4-642-492	10/15/97
FYI: Trapping Options	TX 4-642-493	10/15/97
FYI: What is Coio: Management?	TX 4-642-494	10/15/97
FYI: Interpolated Scanning	TX 4-684-049	10/15/97
FYI: The Importance of Calibration	TX 4-676-276	10/15/97

RECORDED: 12/07/1999

**TRADEMARK
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