

02-11-2000

Form PTO-1594
1-31-92

RECORDATION F

TRADEMARK

DEPARTMENT OF COMMERCE
Trademark Office

101265755

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Data Documents, Inc.

- ☐ Individuals
☐ General Partnership
☒ Corporation - State: Delaware
☐ Other

- ☐ Association
☐ Limited Partnership

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

3. Nature of conveyance:

- ☐ Assignment
☒ Security Interest
☐ Other
- ☐ Merger
☐ Change of Name

Execution Date: October 26, 1999

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

A. Trademark Application No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Brian Jaenicke, Legal AssistantInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

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

Name: Bankers Trust Company

Internal Address: _____

Street Address: 130 Liberty StreetCity: New York State: New York ZIP: 10006☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation - New York☐ 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

Trademark Registration No.(s)\

Please see attached Schedule A

6. Total number of applications and registration involved

18

7. Total fee (37 CFR 3.41): \$ 690.00☒ Enclosed☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

(Attach 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.

Brian T. Jaenicke

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

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 cover 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.

LIST OF MARKS

Mark	Registration (Application) Number	Registration (Application) Date
INFORMATION SYSTEMS LABEL	75/383,806	November 20, 1997
POP TALKER	2,174,949	July 21, 1998
POP TALKER	2,121,540	December 16, 1997
SOLUTIONS YOU'VE BEEN LOOKING FOR	2,116,831	November 25, 1997
VERISAFE	1,868,752	December 20, 1994
DUAL-WEB	1,839,422	June 14, 1994
ENVIRO-BLEND	1,832,180	April 19, 1994
INTELIMAILER	1,793,831	September 21, 1993
DATA LASER	1,740,414	December 15, 1992
ENVIRO-BOND	1,704,176	July 28, 1992
DATA LASER	1,604,620	July 3, 1990
DESIGNER MAIL	1,580,463	January 30, 1990
DDI	1,549,130	July 25, 1989
LASERPRINT	1,499,538	August 9, 1988
DATA CHROME	1,469,779	December 22, 1987
INTELIMAIL	1,441,414	June 2, 1987
DATA PERF	1,290,035	August 14, 1984
DATA DOCUMENTS	1,403,080	July 29, 1986

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DATA DOCUMENTS, INC., a Delaware corporation (the "Assignor") with principal offices at 4205 South 96th Street, Omaha, Nebraska, hereby assigns and grants to BANKERS TRUST COMPANY, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of October 26, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

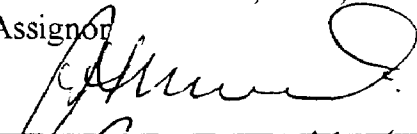
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 26th day of October, 1999.

DATA DOCUMENTS, INC.,
as Assignor

By

Name:

Title:


Richard Miller
Vice President

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By

Name:

Title:


GREGORY SHEFRIN
PRINCIPAL

67

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

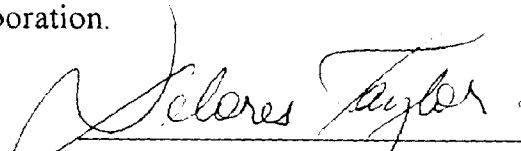
On this 26th day of October, 1999, before me personally came
Gray Shehri who, being by me duly sworn, did state as follows: that [s]he
is _____ of BANKERS TRUST COMPANY, that [s]he is authorized to execute
the foregoing Assignment of Security Interest on behalf of said company and that [s]he did so by
authority of the Board of Directors of said company.

James Bragg
Notary Public

JAMES BRAGG
Notary Public, State of New York
No. 01887005423
Qualified in New York County
Commission Expires April 1, 2001

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of October, 1999, before me personally came Richard Millett who, being by me duly sworn, did state as follows: that [s]he is Vice President of DATA DOCUMENTS, INC., that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public

DELORES TAYLOR
Notary Public, State of New York
No. 01TA6010553
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires July 20, 2000