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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4.26.00

To the Honorable Comr

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Vutek, Inc.

04-26-2000

- Individual(s)
- General Partnership
- Corporation
- Other

U.S. Patent & TMO/TM Mail Rpt Dt. #26

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

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

Name: General Electric Capital Corporation
as Senior Agent

Internal Address:

Street Address: 335 Madison Avenue, 12th Floor

City: NY Country: NY, USA ZIP: 10017

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

3. Nature of conveyance:

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

Execution Date:

4. Application number(s) or registration number(s): see attached schedule

A. Trademark Application No.(s)

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Patty Del Rio

Internal Address:

Street Address: Clifford Chance Rogers & Wells
1 New York Plaza, 34th Floor

City: NY State: NY ZIP: 10004

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jenny Hyun
Name of Person Signing

Jenny Hyun
Signature

4/21/00
Date

Total number of pages comprising cover sheet: 5

OMD 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.

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TRADEMARK
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**SCHEDULE I
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Mark	Registration Date	Registration No./Serial No.
SETTING THE STANDARD IN DIGITAL PRINTING	Pending	75/767212
VUTEK	Pending	75/767213
ULTRAVU	Pending	75/872970
PRESSVU	Pending	Serial Number not available
ULTRAPRESS	Pending	Serial Number not available

**VUTEK INC.
TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2000 is entered into by and between **VUTEK INC.**, a Delaware corporation ("**Grantor**") and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation, for itself and in its capacity as Senior Agent for Senior Lenders ("**Senior Agent**").

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among Grantor, as borrower, Senior Agent, the other Persons who are Credit Parties, GECC Capital Markets Group, Inc. and the financial institutions listed therein as Lenders (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), Senior Lenders agreed to make available to Grantor, upon the terms and conditions thereof, certain senior revolving and term credit facilities of up to \$115,000,000 in the aggregate;

WHEREAS, Senior Agent and certain Lenders are willing to make the Loans to be made by Senior Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Senior Agent, for itself and the ratable benefit of Senior 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 Senior Agent, for itself and the ratable benefit of Senior Lenders, this Trademark Security Agreement;

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.
2. **Grant Of Security Interest In Trademark Collateral.** To secure the payment of the Senior Obligations, Grantor hereby grants to Senior Agent, on behalf of itself and Senior 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**"):
 - (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks;

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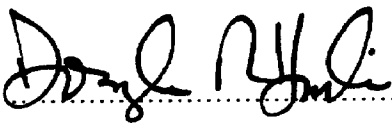
**TRADEMARK
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- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, 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.

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

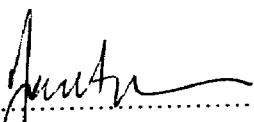
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VUTEK INC.

By: 
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: **JANET SILVERMAN**
Title: **DULY AUTHORIZED SIGNATORY**

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

On this 24 day of April, 2000 before me personally appeared Douglas R. Kestlin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **VUTEK INC.**, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Patricia M. Del Rio

Notary Public

PATRICIA M. DEL RIO
NOTARY PUBLIC, State of New York
No. 01DE6002871
Qualified in Queens County
On File in New York County
Commission Expires March 20, 2002