

05-15-2000

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FORM PTO-1594
1-31-92

4-26-00

RECORDATION FORM



DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable

marks. Please record the attached original document or copy thereof.

<p>1. Name of conveying party <i>Vutek, Inc.</i></p> <p>04-26-2000 U.S. Patent & TMO/fo/TM Mail Rpt Dt. #26</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation- <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <i>General Electric Capital Corporation</i> Internal Address: <i>as Junior Agent</i></p> <p>Street Address: <i>335 Madison Avenue, 12th Floor</i></p> <p>City: <i>NY</i> Country: <i>NY, USA</i> ZIP: <i>10017</i></p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p>Execution Date: _____</p>	<p>4. Application number(s) or registration number(s): <i>see attached schedule</i></p> <p>A. Trademark Application No.(s) B. Trademark registration No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <i>Patty Del Rio</i></p> <p>Internal Address: <i>Clifford Chance Rogers & Wells</i></p> <p>Street Address: <i>1 New York Plaza, 39th Floor</i></p> <p>City: <i>NY</i> State: <i>NY</i> ZIP: <i>10004</i></p>	<p>6. Total number of applications and registrations involved: <i>5</i></p> <p>7. Total fee (37 CFR 3.41): \$ <i>140.00</i></p> <p><input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>

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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 _____ *Jung Hyun* _____ *4/21/00* _____
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: *5*

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

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02 FC:482

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**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 Junior Agent for SCIL Lenders ("**Junior Agent**").

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among Grantor, as borrower, Junior 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**"), SCIL Lenders agreed to make available to Grantor, upon the terms and conditions thereof, certain term credit facilities of up to \$15,000,000 in the aggregate;

WHEREAS, Junior Agent and SCIL Lenders are willing to make the Loans to be made by SCIL Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Junior Agent, for itself and the ratable benefit of SCIL 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 Junior Agent, for itself and the ratable benefit of SCIL 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 SCIL Obligations, Grantor hereby grants to Junior Agent, on behalf of itself and SCIL Lenders, a continuing 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;

- (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 Junior Agent, on behalf of itself and SCIL Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Junior 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.

4. **Subordination.** The security interest granted hereunder to Junior Agent in favor of SCIL Lenders and the rights of such parties in respect thereof shall be subordinated to the Lien granted to Senior Agent for the benefit of Senior Lenders by Grantor pursuant to that certain Trademark Security Agreement of even date herewith, and shall be subject in all respects to the terms of Section 8.4 of the Credit Agreement.

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: Douglas R. Keston
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Janet Silverman
Name:
Title: JANET SILVERMAN
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. Keston, 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

**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