

07-10-2000

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

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



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11:58

CONFIRMANCE

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 6.12.00
- 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
04 07 2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
04 07 2000

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/10/2000 ASCOTT 00000165 75610717

01 FC:481
02 FC:482

40.00 OP
525.00 OP

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

TRADEMARK
REEL: 002097 FRAME: 0981

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.

Margaret A. Boulware

Name of Person Signing

Margaret A. Boulware
Signature

June 8, 2000
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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)

75/618,515	75/863,788	<input type="text"/>
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2,100,119	1,967,919	<input type="text"/>
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Prograph Management Systems, Inc.
App. No. : 75/618,717
Filing Date : January 11, 1999
Mark : PRODUCTION PLANNER PRESS DELIVERED

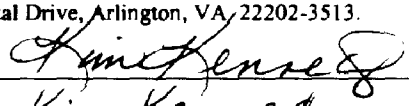
**DESIGNATION OF DOMESTIC REPRESENTATIVE
FOR OWNER OF SECURITY INTEREST**

Assistant Commissioner of Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

Constellation Software Inc., a corporation organized under the laws of Ontario, Canada with an address of 20 Adelaide Street East, Suite 1200, Toronto, Ontario, Canada, has obtained a security interest in the above referenced application and hereby designates the following as its domestic representative:

Margaret A. Boulware
Jenkins & Gilchrist, a Professional Corporation
1100 Louisiana, Suite 1800
Houston, Texas 77002-5214
(713) 951-3300 (telephone)
(713) 951-3314 (facsimile)

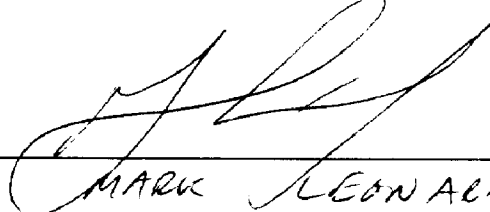
Date of Deposit <u>June 1, 2000</u>
I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA, 22202-3513.
 _____ Kim Kennedy

The original Trademark Security Agreement setting out Constellation Software Inc.'s security interest in this application is being filed contemporaneously with this document with the Assignment Branch of the U.S. Patent and Trademark Office.

Constellation Software Inc. does not believe there are any fees associated with the filing of this document, but should same be necessary the Office is hereby authorized to make any charges or issue any credits to Deposit Account No. 10-0447 (45775-00003).

CONSTELLATION SOFTWARE INC.

Date: May 5, 2000

By: 
Name: MARK LEONARD
Title: PRESIDENT

TRADEMARK SECURITY AGREEMENT

WHEREAS, printCafe IP Management, Inc., a Delaware corporation (the "Grantor"), having an address at Forty 24th Street, 5th Floor, Pittsburgh, Pennsylvania 15222 owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, concurrently with the execution of this Agreement, printCafe, Inc. ("Borrower") is executing certain promissory notes (the "CSI Notes") payable to the order of Constellation Software Inc. (individually, "CSI") and certain other promissory notes (the "Other Notes" and, collectively with the CSI Notes herein the "Notes") payable to the order of the Other Creditors (as such term is defined in that certain Agency and Intercreditor Agreement [the "Agency Agreement"] dated as of the date hereof among CSI and the Other Creditors, and, collectively with CSI, herein the "Lenders").

WHEREAS, pursuant to the terms of that certain Master Subordinated Security Agreement dated as of April 7, 2000, (as the same may be amended and in effect from time to time, the "Security Agreement") among Borrower, certain other Debtors, as defined therein (including Grantor), and CSI, as agent for the Lenders (in such capacity "Secured Party"), Grantor has granted to Secured Party a security interest in all its right, title and interest in, to and under all now owned Trademarks (as defined in the Security Agreement and herein so used), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement and herein so used), together with the goodwill of the business symbolized by Grantor's Trademarks and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

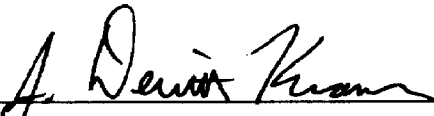
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted 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 duly executed by its duly authorized officer thereunto as of the 7th day of April, 2000.

Acknowledged:

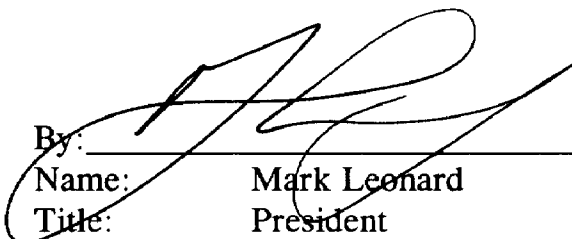
GRANTOR:

PRINTCAFE IP MANAGEMENT, INC.

By: 
Name: _____
Title: _____

SECURED PARTY:

CONSTELLATION SOFTWARE INC.


By: 
Name: Mark Leonard
Title: President

ACKNOWLEDGMENT

STATE OF New York)
) §.
COUNTY OF Queens)

This instrument was acknowledged before me this 7th day of April, 2000, by J. Devitt Kramer, the _____ of printCafe IP Management, Inc., a Delaware corporation, on behalf of such corporation.

{Seal}



Notary Public in and for the State of New York

My commission expires: November 9, 2000


ACKNOWLEDGMENT

ANITA CHIU
Notary Public, State of New York
No. 01CH6015943
Qualified in Queens County
Commission Expires November 9, 2000

CANADA)
PROVINCE OF ONTARIO) §.
in the CITY OF TORONTO)

This instrument was acknowledged before me this 6th day of April, 2000, by Mark Leonard, President of CONSTELLATION SOFTWARE INC., an Ontario corporation, on behalf of such corporation.

{Seal}



Notary Public in and for the Province of Ontario

GREGORY B. SHEPHERD
My commission expires: N/A

Trademark Security Agreement

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
PrintCafe IP Management, Inc.		PRODUCTION PLANNER PRESS DELIVERED		75/618,717	01/11/99	
PrintCafe IP Management, Inc.		PRODUCTION PLANNER ADDRESSING MANAGER		75/618,518	01/11/99	
PrintCafe IP Management, Inc.		PRODUCTION PLANNER		75/618,516	01/11/99	
PrintCafe IP Management, Inc.		PRODUCTIONS PLANNER TOOLBOX LITE		75/618,515	01/11/99	
PrintCafe IP Management, Inc.		PRODUCTION PLANNER BASIC		75/618,514	01/11/99	
PrintCafe IP Management, Inc.		Design Only		2,060,047	05/06/97	
PrintCafe IP Management, Inc.		MAGPRO		2,093,575	09/02/97	
PrintCafe IP Management, Inc.		CUSTOMER SERVICE TOOLBOX		2,046,785	03/18/97	
PrintCafe IP Management, Inc.		PROGRAPH		2,060,046	05/06/97	

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
PrintCafe IP Management, Inc.		PRINTCAFE.NET		75/869,893	12/13/99	
PrintCafe IP Management, Inc.		PRINTCAFE		75/869,892	12/13/99	
PrintCafe IP Management, Inc.		PRINTCAFE.COM		75/869,637	12/13/99	
PrintCafe IP Management, Inc.		POWERPLANT		75/863,788	12/03/99	
PrintCafe IP Management, Inc.		PREDITOR		75/450,825	03/16/98	
PrintCafe IP Management, Inc.		BL/ISS		2,277,388	09/14/99	
PrintCafe IP Management, Inc.		B-STAT		2,190,502	09/22/98	
PrintCafe IP Management, Inc.		LINEMAN		2,172,578	07/14/98	
PrintCafe IP Management, Inc.		THE FINISHING LINE		75/259,935	03/19/97	
PrintCafe IP Management, Inc.		PREVIEW		2,100,119	09/23/97	
PrintCafe IP Management, Inc.		RESET		2,080,161	07/15/97	
PrintCafe IP Management, Inc.		BOSS		2,129,352	01/13/98	

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
PrintCafe IP Management, Inc.		ELYSIUM & Design		1,967,919	04/16/96	