

07-17-2000

Form PTO-1594  
1-31-92

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101404337

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Webcraft, 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: April 10, 2000

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 Assistant

Internal Address: White &amp; Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY Zip: 10036

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

Name: The Chase Manhattan Bank

Internal Address:

Street Address: 270 Park Avenue

City: New York State: New York Zip Code: 10017

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation -☒ Other - Collateral AgentIf 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

2

7. Total fee (37 CFR 3.41): \$ 65.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

23-1705

(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

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.

07/14/2000 DMSUYEN 00000284 231705 1399072

01 FC:481  
02 FC:48240.00 CH  
25.00 CH  
new york 5897100 [02n011.doc]TRADEMARK  
REEL: 002109 FRAME: 0439

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
A. Craigbond	1,399,072	07/01/86
B. Craigseal	1,388,698	04/08/86

ASSIGNMENT OF SECURITY  
INTEREST IN CERTAIN TRADEMARKS


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WEBCRAFT, INC., a Delaware corporation ("the Assignor") with principal offices at 1009 Lenox Drive, Bldg 4, Suite 201, Lawrenceville, NJ 08648, hereby assigns and grants to The Chase Manhattan Bank, as Collateral Agent (the "Assignee") with principal offices at 270 Park Avenue, New York, New York 10017, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and, (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment"), 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 Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 7, 1999 (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

This Assignment 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 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 as of  
the 10th day of April, 2000.

WEBCRAFT, Inc.  
as Assignor

By:   
Title: Vice President + Assistant Secretary

THE CHASE MANHATTAN BANK, as  
Collateral Agent, as Assignee

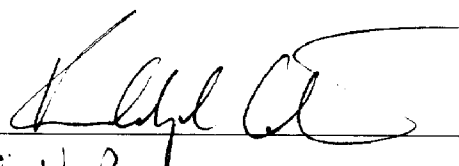
By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of  
the 10<sup>th</sup> day of April, 2000.

WEBCRAFT, Inc.  
as Assignor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CHASE MANHATTAN BANK, as  
Collateral Agent, as Assignee

By:   
Title: V.P.

State of New York ) ss.:

COUNTY OF NEW YORK )

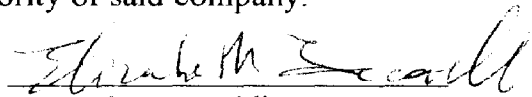
On this 10<sup>th</sup> day of April, 2000, before me personally came Irene B. Fisher who, being by me duly sworn, did state as follows: that [s]he is VP+Assistant Secretary of WEBCRAFT, INC., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Mary C. Wade  
Notary Public

**MARY C. WADE**  
**Notary Public, State of New York**  
**No. 01WA4874741**  
**Qualified in New York County**  
**Commission Expires Feb. 2, 2001**

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

On this 11<sup>th</sup> day of April, 2000, before me personally came RANDOLPH E. PATL  
who, being by me duly sworn, did state as follows: that [s]he is VICE PRESIDENT of THE  
CHASE MANHATTAN BANK, that [s]he is authorized to execute the foregoing Assignment on  
behalf of said company and that [s]he did so by authority of said company.

  
Notary Public

ELIZABETH IACOVIELLO  
Notary Public, State of New York  
No. 31-4638331  
Qualified in New York County  
Commission Expires June 30, 2000