

07-25-2000

FORM PTO-1594  
1/31/92



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

7-14-00

101413560

To the Honorable Commissioner of Patents and Trademarks.

areof.

1. Name of conveying party(ies):

Watt/Peterson, Inc.

- Individual(s)
- General partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? N/A

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

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

Name: U.S. Bank National Association

Internal Address: MPFP0512

Street Address: 601 Second Avenue South

City: Minneapolis State: MN ZIP: 55402

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?

4. Application number(s) or registration number(s): 74496040, 74712418

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?

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

Name: Briggs and Morgan, P.A., Attn: Steven J. Ryan, Esq.

Internal Address: 2400 IDS Center

Street Address: 80 South Eighth Street

City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and registrations involved: 2

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

- Enclosed
- Authorized to be charged to deposit account - any deficiencies

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.

BRIGGS AND MORGAN, P.A.

Steven J. Ryan

Name of Person Signing

By: [Signature]

Signature

6/30/00

Date

Total number of pages comprising cover sheet:

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

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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01 FC:481  
02 FC:482

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25.00 DP

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of June 22, 2000 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") from PRINTING PARTNERS OF AMERICA, INC., a Minnesota corporation, WATT/PETERSON, INC., a Minnesota corporation, and PRINTING PARTNERS OF MINNESOTA, INC., a South Dakota corporation, in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), WATT/PETERSON, INC. ("W/P") has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Lender:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
1882674	Word Mark "Watt/Peterson"	March 7, 1995
1988557	Word Mark "WP" Design plus Words, Letters and/or Numbers	July 23, 1996

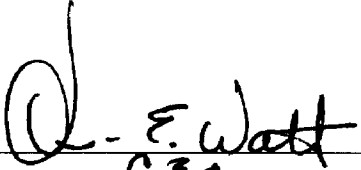
TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
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W/P and Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement, and (ii) is not to be construed as an assignment of any trademark or trademark application.

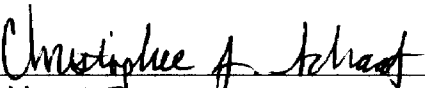
Very truly yours,

WATT/PETERSON, INC., a Minnesota corporation

By   
Its C.F.O.

Acknowledged and Accepted:

U.S. BANK NATIONAL ASSOCIATION,  
a national banking association

By   
Its VICE PRESIDENT