

09-12-2000



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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

☐ 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

Effective Date
Month Day Year

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name GENICOM, L.L.C.

08/03/2000

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☒ Other LIMITED LIABILITY COMPANY

☒ Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

☐ Mark if additional names of receiving parties attached

Name FOOTHILL CAPITAL CORPORATION

DBA/AKA/TA

Composed of

Address (line 1) 2450 COLORADO AVENUE

Address (line 2) SUITE 3000 WEST

Address (line 3) SANTA MONICA

City

CA

State/Country

90404

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization CALIFORNIA

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.)

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09/12/2000 MTHA11 00000011 75591734

01 FC:481
02 FC:482

40.00 OP
225.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002133 FRAME: 0056

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

213-745-3494

Name

R. PAUL BARKES, ESQ.

Address (line 1)

BROBECK, PHLEGER & HARRISON LLP

Address (line 2)

550 SOUTH HOPE STREET

Address (line 3)

LOS ANGELES, CA 90071

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

8

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)

75/591,734

75/605,084

75/657,307

2,059,557

995,011

1,320,437

75/393,920

1,820,710

1,851,055

1,546,247

Number of Properties

Enter the total number of properties involved.

#

10

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.

R. PAUL BARKES, ESQ.

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 3, 2000, is made between **GENICOM, L.L.C.**, a Delaware limited liability company ("Debtor"), and **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Loan Agreement" means that certain Loan and Security Agreement, dated as of the date hereof, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers and conveys to the Secured Party, and grants a security interest in and mortgage to the Secured Party, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

(c) Certain Exclusions from Grant of Security Interest. Anything in this Agreement to the contrary notwithstanding, the foregoing grant of a security interest shall not extend to, and the term "Collateral" shall not include, any item of Collateral described in Section 2(a) above that is now or hereafter held by Debtor as licensee, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant of a security interest, Debtor's rights in or with respect to such item of Collateral would be forfeited or would become void, voidable, terminable, or revocable, or if Debtor would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Collateral pursuant to the restrictions in the underlying license or other agreement that governs such item of Collateral; (ii) any such restriction shall be effective and enforceable under applicable law; and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied by Debtor using its best efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant of security interest shall extend to, and the term "Collateral" shall include, (y) any and all Proceeds of such item of Collateral to the extent that the assignment or encumbering of such Proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Collateral being obtained, thereafter such item of Collateral as well as any Proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest and the term "Collateral."

(d) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Collateral (subject to the security interest of Secured Party therein) in the ordinary course of business (it being understood that for purposes of this clause (d), licenses of any of the Collateral covering the whole of any particular territory (or any product or market within such territory), shall not be considered an exclusive license, provided, that such territory does not include all or any portion of North America). The foregoing to the contrary notwithstanding, Secured Party hereby consents to the license granted to Finmek Holdings, N.V., a Belgian Company, pursuant to the terms of the International License Agreements.

SECTION 3 Supplement to Loan Agreement. This Agreement has been granted in conjunction with the security interests granted to Secured Party under the Loan Agreement. The rights

and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5 Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor.

SECTION 6 Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

SECTION 9 Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured

Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12 No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13 Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14 Limited License. Debtor hereby grants to Secured Party a license or other right to use, without charge, the Collateral, as it pertains to the Personal Property Collateral, in completing production of, advertising for sale, and selling any Personal Property Collateral and Debtor's rights under all Collateral consisting of licenses shall inure to Lender's benefit. The license granted to Secured Party pursuant to this Section 14 shall terminate upon the termination of this Agreement pursuant to Section 11; provided, however in the event that, for any reason, all or any portion of the Obligations is restored, whether voluntarily or involuntarily, after the payment thereof, such license shall be revived and continue in full force and effect as if such portion of the Obligations had not been restored.

SECTION 15 Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEBTOR

GENICOM, L.L.C.,
a Delaware limited liability company

By: M. J. Huff
Title: Vice President

SECURED PARTY

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

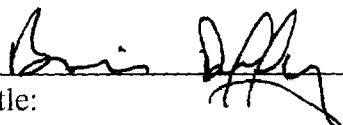
DEBTOR

GENICOM, L.L.C.,
a Delaware limited liability company

By: _____
Title:

SECURED PARTY

FOOTHILL CAPITAL CORPORATION,
a California corporation

By:  _____
Title:

SCHEDULE A
to the Trademark Security Agreement

Debtor: GENICOM, L.L.C.

U.S. Trademarks of Debtor

Mark	Country of Registration/Applica- tion	Reg. No. (or App. No.)	Status	Owner
Centronics	US (class 16)	2,059,557	Active	Genicom, L.L.C.
	US (class 9)	995,011	Active	Genicom, L.L.C.
Genicom.	US	1,320,437	Active	Genicom, L.L.C.
Service in a Box	US	1,821,710	Active	Genicom, L.L.C.
Micromarc	US	1,851,055	Active	Genicom, L.L.C.
Intelliprint	US	1,546,247	Active	Genicom, L.L.C.

Pending U.S. Trademark Applications of Debtor

Debtor: GENICOM, L.L.C.

Mark	Country of Registration/Application	Reg. No. (or App. No.)	Status	Owner
Supply Works	US	75/591,734	Pending	Genicom, L.L.C.
CyberPrice	US	75/605,084	Pending	Genicom, L.L.C.
RCS	US	App 75/657,307	Pending	Genicom, L.L.C.
Bar Code in a Box	US	75/393920	Pending	

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RECORDED: 08/11/2000

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