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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Docket No. 07933/253

RECEIVED AUG 31 2000

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

1. Name of conveying party(ies):
DATACAT, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: **California** ☐ Other:

Additional name(s) of conveying party(ies) attached? ☐Yes ☒ No

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

Name: **WELLS FARGO BANK**
Internal Address:
Street Address: **333 South Grand Ave., Suite 940**
City: **Los Angeles** State: **California** ZIP: **90071**

☐ Individual(s) citizenship: _____
☐ Association: _____
☐ General Partnership: _____
☐ Limited Partnership: _____
☐ Corporation-State: _____
☒ Other: **National Association**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: **August 1, 2000**

4. A. Trademark Application No.(s)

75-783,126

B. Registration No.(s)

2,357,695

Additional numbers attached? *☐ Yes ☒ No

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

Charlotte Y. Chen
Legal Assistant
Morrison & Foerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and trademark registrations involved: **2**

7. Total fee (37 C.F.R. § 3.41): **$65.00**

☒ Enclosed

☐ Authorized to be charged to deposit account, referencing Attorney Docket _____

8. Deposit account number: **03-1952**

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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01 FC:481 40.00 OP
02 FC:482 25.00 OP

DO NOT USE THIS SPACE

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.

Name: **Kathryn Johnstone, Esq.** Kathryn Johnstone (Signature) 8/30/00 (Date)

Total number of pages comprising cover sheet, attachments and document: **7**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

la-414626

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of August 1, 2000, is made by DATACAT, INC., a California corporation (the "Debtor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Secured Party").

RECITALS

A. In connection with the execution and delivery of that certain Amended and Restated Credit Agreement dated as of even date herewith (as amended, modified, supplemented or restated from time to time, the "Credit Agreement") by and between Auto-Graphics, Inc., a California corporation ("Auto-Graphics"), and the Secured Party, Auto-Graphics agreed, among other things, to cause the Debtor to grant to the Secured Party a first priority security interest in certain collateral

B. Pursuant to the terms of that certain Security Agreement -- Intellectual Property and Investment Property (Datacat, Inc.) dated the date hereof (as amended, extended and replaced from time to time, the "IP Security Agreement") made by the Debtor in favor of the Secured Party, the Debtor granted the Secured Party a security interest in all of the Debtor's patents, trademarks, copyrights and other intellectual property and agreed to execute and deliver certain supplemental documents, including, without limitation, this Agreement (Trademark).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor agrees, for the benefit of the Secured Party, as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

2. Grant of Security Interest

As collateral security for the prompt and complete payment and performance of the Obligations, the Debtor hereby assigns and pledges to the Secured Party and hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all United States and Canadian registered trademarks and service marks of the Debtor, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks") listed Item A of Attachment 1 hereto;

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TRADEMARK
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(b) all licenses of Trademarks to or by Debtor, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or, renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

3. IP Security Agreement

This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and Canadian Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the IP Security Agreement. The IP Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest

Upon the payment in full of the Loans, expiration or termination of the Commitments, and payment of the other Obligations then due and payable, the security interest granted herein shall automatically terminate, and all rights to the Trademark Collateral shall revert to the Debtor. Upon any such termination, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as Debtor shall reasonably request to release the Lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

5. Acknowledgment

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Counterparts

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

DATACAT, INC.

By: _____
Name: Robert S. Cope
Title: President

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ATTACHMENT 1
to
Agreement (Trademarks)

TRADEMARKS AND LICENSES

Item A. Trademarks			
Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
USA	Datacat (TM)	2,357,695	6-13-00
Pending Trademark Applications			
Country	Trademark	Serial No.	Filing Date
USA	Datacat (Servicemark)	75783126	8-24-1999

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles

On August 1, 2000, before me, the undersigned notary public in and for said County and State, personally appeared Robert S. Cope, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

ROXANNE LYONS
Commission # 1261707
Notary Public - California
Los Angeles County
My Comm. Expires May 19, 2004

Roxanne Lyons
My commission expires on May 19, 2004

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER
  Title(s) President
- ☐ PARTNER(S)
  ___Limited ___General
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Agreement (Trademark)
Title or Type of Document

Signer(s) Other Than Named Above

Date of Document: August 1, 2000

Number of Pages: 4

SIGNER IS REPRESENTING:

Datacat, Inc.

la-404032