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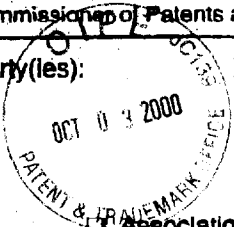
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Inkware, LLC



- Individual(s)
 General Partnership
 Corporation-State
 Other LLC

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: 335 Madison Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If 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

3. Nature of conveyance:

- Assignment
 Security Agreement
 Other _____
- Merger
 Change of Name

Execution Date: September 28, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2367683

Additional numbers attached? Yes No

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

Name: Clifford Chance Rogers & Wells

Internal Address: Patricia Del Rio, EA

Street Address: 200 Park Avenue

City: New York State: NY ZIP: 10166

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

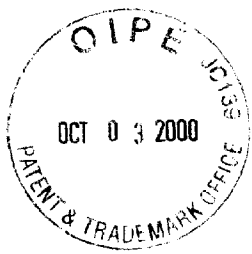
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

B. April Brady
 Name of Person Signing

B. April Brady
 Signature

10/2/00
 Date

Total number of pages including cover sheet, attachments, and document:



**INKWARE, LLC
TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2000 is entered into by and between **INKWARE, LLC**, a Delaware limited liability company ("**Grantor**") and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation, for itself and in its capacity as Junior Agent for SCIL Lenders ("**Junior Agent**").

WHEREAS, pursuant to that certain Credit Agreement dated as of April 24, 2000 among Vutek, Inc. ("**Borrower**"), as borrower, Junior Agent, the other Persons who are Credit Parties, GECC Capital Markets Group, Inc. and the financial institutions listed therein as Lenders (as amended and restated as of September 28, 2000 and further amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), SCIL Lenders agreed to make available to Grantor, upon the terms and conditions thereof, certain term credit facilities;

WHEREAS, Junior Agent and SCIL Lenders are willing to make the Loans to be made by SCIL Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Junior Agent, for itself and the ratable benefit of SCIL Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, Guarantor is a limited liability company of which the Borrower is the sole member and as such will derive substantial direct and indirect economic benefits from the making of the Loans and other financial accommodations provided to Borrower pursuant to the Credit Agreement and will receive as an equity contribution substantially all of the proceeds of New Term Loan A, New Term Loan B and the Revolving Advance being made on the Restatement Closing Date; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Junior Agent, for itself and the ratable benefit of SCIL Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.
2. **Grant Of Security Interest In Trademark Collateral.** To secure the payment of the SCIL Obligations and all present and future obligations of Grantor under its Subsidiary Guaranty

(other than in respect of Senior Obligations) (all such SCIL Obligations and other secured obligations , the "**SCIL Secured Obligations**"), Grantor hereby grants to Junior Agent, on behalf of itself and SCIL Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**");

- (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Junior Agent, on behalf of itself and SCIL Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Junior Agent 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.

4. **Subordination.** The security interest granted hereunder to Junior Agent in favor of SCIL Lenders and the rights of such parties in respect thereof shall be subordinated to the Lien granted to Senior Agent for the benefit of Senior Lenders by Grantor pursuant to that certain Trademark Security Agreement of even date herewith, and shall be subject in all respects to the terms of Section 8.4 of the Credit Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INKWARE, LLC

By: Matthew Uben

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Junior Agent

By: [Signature]

Name:

Title:

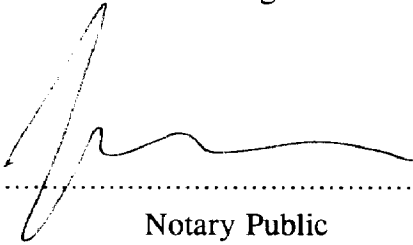
ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

On this 28th day of September, 2000 before me personally appeared Matthew L. Barone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **INKWARE, LLC**, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


.....
Notary Public

JOHN C.C. MA
Notary Public, State of New York
No. 4989359
Qualified in Nassau County
Commission Expires December 2, 2001

**SCHEDULE I
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No./Serial No.</u>
INKWARE	July 18, 2000	2367683/75567922