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To the Honorable Commissioner of Patents and

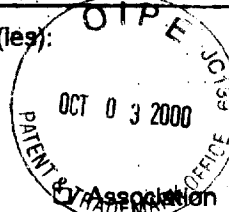
Trademark Office, enclosing the attached original documents or copy thereof.

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, LA

Street Address: 200 Park Avenue

City: New York State: NY ZIP: 10166

6. Total number of applications and registrations involved: 1

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

April Brady
Signature

10/2/00
Date

Total number of pages including cover sheet, attachments, and document: 6



EXECUTION COPY

**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 Senior Agent for Senior Lenders ("**Senior Agent**").

WHEREAS, pursuant to that certain Credit Agreement dated as of April 24, 2000 among Vutek, Inc. ("**Borrower**"), as borrower, Senior 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**"), Senior Lenders agreed to make available to Grantor, upon the terms and conditions thereof, certain senior revolving and term credit facilities;

WHEREAS, Senior Agent and certain Lenders are willing to make the Loans to be made by Senior Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Senior Agent, for itself and the ratable benefit of Senior 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 Senior Agent, for itself and the ratable benefit of Senior 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 Senior Obligations and all present and future obligations of the Guarantor (other than in respect of SCIL Obligations) (all such Senior Obligations and other secured obligations, the "Senior Secured Obligations"), Grantor hereby grants to Senior Agent, on behalf of itself and Senior Lenders, a

continuing first priority 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 Senior Agent, on behalf of itself and Senior Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Senior 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.

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 Weber
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Senior Agent

By: [Signature]
Name:
Title:

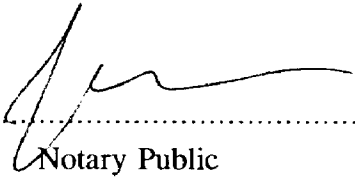
ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

On this 28th day of September, 2000 before me personally appeared Matthew Leberon,
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**

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