

12-22-2000

COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101558398

of the attached original documents or copy thereof.

Tab settings

To the Honorable Commissioner:

1. Name of conveying party(ies):

Lanier Worldwide, Inc.

*MSP  
12.5.w*

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

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: September 20, 2000

2. Name and address of receiving party(ies)

Name: ABN AMRO Bank N.V. as agent

Internal Address:

Street Address: 208 S. LaSalle

City: Chicago State: IL ZIP: 60604

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

64

7. Total fee (37 CFR 3.41).....\$1,615

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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.

Laura Konrath

*[Signature]*

Signature

Date

11/29/00

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

LANIER WORLDWIDE, INC.  
REGISTERED TRADEMARKS IN  
THE UNITED STATES

Continuation  
Item 4

<u>File No.</u>	<u>Mark</u>		<u>Serial No</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
12110-8120	ACTION LINE		088,710 5/28/76	1,103,332 10/3/78	REGISTERED
12110-8225	ADVOCATE	1)	099,463 9/10/76	1,085,367 2/14/78	REGISTERED
12111-8077	CABS	2)	327,872 7/21/97	2,192,173 9/24/98	REGISTERED
12110-8284	CALL COMMANDER	3)	327,754 09/14/81	1,221,501 12/28/82	REGISTERED
12110-8242	CLAIMS CASSETTE	4)	190,810 10/26/78	1,142,326 12-09-80	REGISTERED
08280-8005	CUSTOMER VISION	5)	763,450 11/14/88	1,551,294 8/8/89	REGISTERED
12111-8038	CUSTOMER VISION	6)	801,180 8/30/90	1,788,818 08/17/93	REGISTERED
12111-8035	CUSTOMER VISION AND LOGO	7)	092,734 08/30/90	1,834,239 5/3/94	REGISTERED
12111-8036	CUSTOMER VISION & LOGO	8)	092,724 08/30/90	1,676,746 02/25/92	REGISTERED
12111-8052	DATAMIC	9)	304,846 08/14/92	1,818,404 1/25/94	REGISTERED
12111-8012	DESIGN ONLY : GLOBE	10)	061,339 05/21/90	1,705,697 08/04/92	REGISTERED
12111-8081	DOCUTIVITY	11)	423,387 1/13/98	2,262,515 7/20/99	REGISTERED
12111-8014	E-Z SPELL	12)	357,527 03/31/82	1,237,158 05/10/83	REGISTERED
12111-8013	E-Z TALK	13)	737,975 07/05/88	1,589,753 04/03/90	REGISTERED

LANIER WORLDWIDE, INC.  
 REGISTERED TRADEMARKS IN  
 THE UNITED STATES

<u>File No.</u>	<u>Mark</u>	<u>Serial No</u>	<u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
12110-8050	EDIPHONE	14	318,979 09/21/31	295,886 7/19/32	REGISTERED
12110-8020	EDISETTE	15	432,368 08/10/72	988,411 7/16/74	REGISTERED
12110-8007	ESCORT	16	110,453 12/19/60	722,185 10/3/61	REGISTERED
12110-8274	EZ-1 WORK PROCESSOR	17	319,884 07/20/81	1,205,283 8/17/82	REGISTERED
12110-8302	EZ-SPELL	18	357,527 03/31/82	1,237,158 5/10/82	REGISTERED
12110-8296	EZ-TALK	19	327,756 09/14/81	1,216,532 11/16/82	REGISTERED
	EZ-TALK	20	737,975 07/05/88		REGISTERED
12111-8012	EZ-TALK	21	737,975 07/05/88	1,589,753 04/03/90	REGISTERED
12111-8005	FAXWRITER	22	023,241 01/29/90	1,664,751 11/19/91	REGISTERED
	HARRIS-NET	23	615,461 08/18/86	1,457,238 09/15/87	REGISTERED
12111-8042	HEALTHCHECK	24	119,941 12/03/90	1,702,913 07/28/92	REGISTERED
12111-8071	HEALTHFRAME CPR	25		2,169,158 6/30/98	REGISTERED
12111-8015	KEYVIEW	26	683,674 6/1/95	2,013,295 11/5/96	REGISTERED
12111-8294	LANIER	27	327,749 09/14/81	1,225,808 02/01/83	REGISTERED

LANIER WORLDWIDE, INC.  
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<u>File No.</u>	<u>Mark</u>	<u>Serial No</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
12111-8295	LANIER	349,705 02/10/82	1,233,391 04/05/83	REGISTERED
12111-0070	LANIER	401,769 9/1/71	988,938 7/23/74	REGISTERED
12111-8304	LANIER BUSINESS BASIC	357,526 03/31/82	1,237,157 05-10-83	REGISTERED
12110-8304	LANIER BUSINESS BASIC	357,526 3/31/82	1,237,157 5/10/83	REGISTERED
12111-8002	LANIER & GLOBE	826,887 9/21/89	1,621,822 11/13/90	REGISTERED
12111-8084	LASERFAX	436,881 2/19/98	2,327,244 03/07/2000	REGISTERED
12112-8002	LEGAL COPIES COPY CONTROL CENTER & DESIGN		T93,719 6/11/93	REGISTERED
12111-8041	MEDVIEW	230,572 12/16/91	1,720,012 09/29/92	REGISTERED
12111-8019	MEDWORD	737,778,271 02/02/89	1,563,148 10/31/89	REGISTERED
12110-8322	MESSAGE EXPRESS	470,339 03-15-84	1,320,492 2/19/85	REGISTERED
12111-8322	MESSAGE EXPRESS	470,339 3/15/84	1,320,492 2/19/85	REGISTERED
12110-8282	MESSENGER	327,755 09-14-81	1,245,077 7/12/83	REGISTERED
12110-8290	MICROMATIC III	327,751 09-14-81	1,232,563 3/29/83	REGISTERED
12110-8016	MICROSETTE	139,243 08/29/77	1,088,058 3/28/78	REGISTERED

LANIER WORLDWIDE, INC.  
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<u>File No.</u>	<u>Mark</u>		<u>Serial No</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
12111-8331	MINI-BRIEFS	42	125,389 6/25/96	2,052,847 4/15/97	REGISTERED
12111-8075	NEW GLOBE LOGO	43	255,602 3/11/97	2,197,244 10/20/98	REGISTERED
12110-8230	NO PROBLEM	44	167016 04/19/78	1,133,528 4/22/80	REGISTERED
12111-8332	OF COUNSEL	45		042976 1/12/94	REGISTERED
12110-8250	OMNI	46	247,388 01/24/80	1,182,767 12/22/81	REGISTERED
12110-8286	POCKET CADDY	47	327,753 09-14-81	1,212,288 10/12/82	REGISTERED
12111-8333	QUORUM & DESIGN	48	724,610 9/5/95	2,068,497 6/10/97	REGISTERED
12111-8100	QUORUM/LANIER	49	978,030 3/31/97	2,237,858 4/6/99	REGISTERED
12110-8248	SMART DISC	50	237,277 10/30/79	1,179,905 12/1/81	REGISTERED
12110-8256	SUPERVISION III	51	315,634 06-22-81	1,232,544 3/29/83	REGISTERED
12110-8324	SUPERVISOR	52	470,338 03-15-84	1,332,984 4/30/85	REGISTERED
12110-8324	SUPERVISOR	53	470,338 3/15/84	1,332,984 4/30/85	REGISTERED
12110-8040	TEL-EDISSETTE	54	464,946 08/06/73	1,010,756 3/13/75	REGISTERED
12110-8002	TELETRAN	55	321,815 02/27/69	888,978 4/7/70	REGISTERED

LANIER WORLDWIDE, INC.  
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<u>File No.</u>	<u>Mark</u>	<u>Serial No</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Status</u>
12110-8008	TELEVOICE 56	617,281	587,183	08/03/51	3/23/54	REGISTERED
12110-8009	TELEVOICewriter 57	617,282	576,246	08/03/51	6/23/53	REGISTERED
12110-3203	THOUGHT COPIER 58	347,630	924,714	01/02/70	11/30/71	REGISTERED
12110-8263	TYPemASTER (SOFTWARE) 59	334,137	1,332,924	10/26/81	4/30/85	REGISTERED
08280-8006	VISION LOGO 60	769,961	1,626,295	12/16/88	12/04/90	REGISTERED
12111-8046	VISION-I.Q. 61	214,374	1,780,753	10/18/91	7/6/93	REGISTERED
12111-8010	VOICE MANAGER 62	006,147	1,640,293	11/30/89	04/09/91	REGISTERED
12111-8037	VOICE OF EXPERIENCE 63	768,763	1,607,203	12/12/88	07/24/90	REGISTERED
12110-8060	VOICEWRITER 64	324,551	295,966	02/27/32	7/19/32	REGISTERED

LANIER WORLDWIDE, INC.  
PENDING TRADEMARKS IN  
THE UNITED STATES

<u>File No.</u>	<u>Mark</u>		<u>Serial No</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
12111-8791	CQUENCE	65	75/ 726,112 6/10/99		PENDING
12111-8086	LANIER NET MANAGER	66	75/ 545,791 9/1/98		PENDING
12111-8085	MEDVIEW	67	75/ 496,829 6/5/98		PENDING
12111-8792	NEXTWAV	68	75/ 800,736 9/15/99		PENDING
12111-8790	POWER & DESIGN	69	75/ 666,383 3/23/99		PENDING
12111-8083	VOICWRITE MOBILE	70	75/ 383,972 11/3/97		PENDING

EXHIBIT B

LICENSES

None.



~~FIN CHECK~~

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as from time to time amended, supplemented or modified, this "Agreement") is dated as of September 20, 2000 by and between LANIER WORLDWIDE, INC., a Delaware corporation (the "Grantor") and ABN AMRO BANK N.V., as Collateral Agent (the "Collateral Agent") for the Secured Parties (as hereinafter defined).

RECITALS:

A. Pursuant to the 5-Year Credit Agreement (as hereinafter defined), the 5-Year Lenders have agreed to make certain loans and other extensions of credit to the Grantor. Pursuant to the 364-Day Credit Agreement (as hereinafter defined), the 364-Day Lenders have agreed to make certain loans and other extensions of credit to the Grantor;

B. The Grantor or its Subsidiaries may from time to time enter into Hedging Agreements with one or more of the Secured Parties;

C. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement") with the Collateral Agent pursuant to which certain obligations owed to the Secured Parties are secured;

D. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Collateral Agent, for the ratable benefit of the Secured Parties; and

E. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired copyrights, copyright application, copyright licenses, patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amount owing by Grantor pursuant to the Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND EFFECT.

1.1 General Terms. The following shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Agreement" has the meaning ascribed to it in the Preamble.

"Collateral" has the meaning ascribed to it in Section 2.

"Collateral Agent" means ABN AMRO Bank N.V., as collateral agent for the Secured Parties pursuant to the terms hereof, and the successors and assigns thereof as such collateral agent.

"Credit Agreements" means each of the 5-Year Credit Agreement and the 364-Day Credit Agreement.

"5-Year Credit Agreement" means that certain Amended and Restated 5-Year Credit Agreement dated as of December 31, 1999 by and among the Company, one or more Subsidiaries of the Company, the institutions from time to time parties thereto as 5-Year Lenders, ABN AMRO Bank N.V. in its capacity as Administrative Agent for itself and the other 5-Year Lenders, SunTrust Bank, Atlanta, as Syndication Agent, and Wachovia Bank N.A., as Documentation Agent, as from time to time further amended or restated.

"5-Year Guaranty" means has the meaning ascribed thereto in the 5-Year Credit Agreement.

"5-Year Lenders" means the financial institutions signatory to the 5-Year Credit Agreement and their respective successors and assigns.

"5-Year Obligations" means all principal, interest, fees and other amounts from time to time owing to the 5-Year Lenders pursuant to the 5-Year Credit Agreement.

"Grantor" has the meaning ascribed to it in the Preamble.

"Hedging Agreements" has the meaning ascribed to it in the 5-Year Credit Agreement or the 364-Day Credit Agreement.

"Hedging Obligations" means all obligations under Hedging Agreements entered into in connection with the 5-Year Credit Agreement or the 364-Day Credit Agreement.

"Licenses" has the meaning ascribed to it in Section 2.

"Related Documents" means, collectively, all documents and things in the Grantor's possession related to the production and sale by the Grantor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Grantor in connection with the Trademarks or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Secured Obligations" has the meaning ascribed to it in the Security Agreement.

"Secured Parties" means the Collateral Agent, the 5-Year Lenders and the 364-Day Lenders.

"Security Agreement" means the Security Agreement, dated as of the date hereof, between the Grantor, certain other grantors and the Collateral Agent, as the same may be restated, amended, modified or supplemented from time to time.

"364-Day Credit Agreement" means that certain 364-Day Credit Agreement dated as of October 20, 1999 by and among the Company, one or more Subsidiaries of the Company, the institutions from time to time parties thereto as 364-Day Lenders, ABN AMRO Bank N.V. in its capacity as Administrative Agent for itself and the other 364-Day Lenders, SunTrust Bank, Atlanta, as Syndication Agent, and Wachovia Bank N.A., as Documentation Agent, as from time to time amended or restated.

"364-Day Guaranty" has the meaning ascribed thereto in the 364-Day Credit Agreement.

"364-Day Lenders" means the financial institutions signatory to the 364-Day Credit Agreement and their respective successors and assigns.

"364-Day Obligations" means all principal, interest, fees and other amounts from time to time owing to the 364-Day Lenders pursuant to the 364-Day Credit Agreement.

"Trademarks" has the meaning ascribed to it in Section 2.

"Unmatured Default" means any "Unmatured Default" under, and as defined in, each of the Credit Agreements.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreements.

## 2. GRANT OF SECURITY INTEREST.

The Grantor hereby grants to the Collateral Agent, for the benefit of itself and the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure the complete and timely payment, performance and satisfaction of the Secured Obligations:

(a) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit A hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements and dilutions thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, the trademark license

agreements listed on Exhibit B hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses");

(c) the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks;

(d) the Related Documents; and

(e) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any property, rights or interests (including licenses) to the extent the granting of a security interest therein would be contrary to applicable law or is prohibited by or would constitute a default under any agreement or document governing such property, rights or interests (including licenses) (but only to the extent such prohibition is enforceable under applicable law).

### 3. REPRESENTATIONS AND WARRANTIES.

The Grantor represents and warrants to the Collateral Agent and the Secured Parties that:

3.1. Registrations. The Grantor has duly and properly applied for registration of the Trademarks listed in Exhibit A hereto as indicated thereon in the United States Patent and Trademark Office.

3.2. Complete Listing. The Trademarks and Licenses set forth on the exhibits hereto constitute, as of the date hereof, all registered Trademarks and Licenses of the Grantor.

### 4. COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1. Preservation of Value. The Grantor agrees to protect and preserve the value and integrity of all material Trademarks and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement, in each case to the extent necessary for the operation of its business and to the extent provided by either of the Credit Agreements.

4.2. Term. The term of the grant of security interests granted herein shall extend until the expiration of each of the respective Trademarks and Licenses pledged hereunder, or until the (a) Secured Obligations have been indefeasibly paid in full; (b) no commitment by the Collateral Agent or any Secured Party exists that could give rise to any Secured Obligations; and (c) the Loan Documents and this Agreement have been terminated.

4.3. Duties of Grantor. The Grantor shall have the duty (a) to prosecute diligently each application to register any material Trademarks pending as of the date hereof or thereafter until all Secured Obligations have been indefeasibly paid in full, (b) to make application on material Trademarks, as appropriate and (c) to preserve and maintain all rights in all applications to register material Trademarks. Any expenses incurred in connection with such applications shall be borne solely by the Grantor. The Grantor shall not abandon any right to file an application to register material Trademarks without the prior written consent of the Collateral Agent, which consent shall not be unreasonably withheld.

4.4. Delivery of Certificates. The Grantor shall deliver to the Collateral Agent copies of all existing and future official Certificates of Registration for the Trademarks which it has or hereafter obtains and the registration numbers for such Trademarks with respect to which it has not received Certificates of Registration.

4.5. Notice of Proceedings. The Grantor shall promptly notify the Collateral Agent of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Grantor's right, title and interest in any Trademark or the Grantor's right to register any Trademark.

## 5. WAIVERS, AMENDMENTS AND REMEDIES.

5.1. Remedies. In the event that an Unmatured Default has occurred and is continuing, the Collateral Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Grantor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may, and upon the direction of the Secured Parties shall, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere upon such terms and conditions as the Collateral Agent may deem advisable and at such prices as the Collateral Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Collateral Agent or any Secured Party upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Grantor, which right or equity is hereby expressly waived and released.

5.2. Waivers and Amendments. No delay or omission of the Collateral Agent or any Secured Party to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Default or Unmatured Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Collateral Agent and consented to by the Secured Parties, and then only to the extent specifically set forth in such writing.

## 6. PROCEEDS.

6.1. Special Collateral Account. After an Unmatured Default has occurred and is continuing, all cash proceeds of the Collateral received by the Collateral Agent shall be deposited in a special non-interest bearing deposit account with the Collateral Agent and held there as security for the Secured Obligations.

6.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Collateral Agent to payment of the Secured Obligations in accordance with Section 7.3 of the Security Agreement.

## 7. GENERAL PROVISIONS.

7.1. Notice of Disposition of Collateral. The Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if made to the Grantor, addressed as set forth in Section 9 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

7.2. Collateral Agent Performance of Grantor Obligations. Without having any obligation to do so, during the continuance of an Event of Default, the Collateral Agent may perform or pay any obligation which the Grantor has agreed to perform or pay in this Agreement and the Grantor shall reimburse the Collateral Agent for any amounts paid by the Collateral Agent pursuant to this Section 7.2. The Grantor's obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

7.3. Authorization for Collateral Agent to Take Certain Action. The Grantor irrevocably authorizes the Collateral Agent at any time and from time to time, in the sole discretion of the Collateral Agent, upon the occurrence and continuance of an Unmatured Default: (i) to execute on behalf of the Grantor as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or otherwise which are necessary or desirable in the Collateral Agent's sole discretion to perfect and to maintain the perfection and priority of the Collateral Agent's and Secured Parties' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Collateral Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Collateral Agent's and the Secured Parties' security interest in the Collateral. At any time and from time to time after the Secured Obligations have been declared or become due and payable in accordance with either of the Credit Agreements, the Grantor authorizes the Collateral Agent to apply the proceeds of any Collateral received by the Collateral Agent to the Secured Obligations as provided in Section 6 hereof.

7.4. Specific Performance of Certain Covenants. The Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.4 and 7.5 hereof will cause irreparable injury to the Collateral Agent and the Secured Parties and that the Collateral Agent and the Secured Parties have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Collateral Agent or the Secured Parties to seek and obtain

specific performance of other obligations of the Grantor contained in this Agreement, that the covenants of the Grantor contained in the Sections referred to in this Section 7.4 shall be specifically enforceable against the Grantor.

7.5. Dispositions Not Authorized. Except as provided for by either of the Credit Agreements and herein, the Grantor is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Grantor and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Collateral Agent or the Secured Parties unless such authorization is in writing signed by the Collateral Agent with the consent of the Secured Parties, as required by the Loan Documents.

7.6. Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the New York Uniform Commercial Code as in effect on the date hereof.

7.7. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantor, the Collateral Agent and the Secured Parties and their respective successors and assigns, except that the Grantor shall not have the right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Collateral Agent and the Secured Parties.

7.8. Survival of Representations. All representations and warranties of the Grantor contained in this Agreement shall survive the execution and delivery of this Agreement.

7.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Collateral Agent or any Secured Party, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by the Grantor in accordance with the terms of each of the Credit Agreements. The Grantor shall reimburse (a) the Collateral Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent) paid or incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Collateral Agent and each Secured Party for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent or such Secured Party) paid or incurred by the Collateral Agent or such Secured Party in connection with the collection and enforcement of this Agreement.

7.10. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

7.11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations or commitments therefor outstanding) until the payment in full of the Secured Obligations and the termination of the Loan Documents in accordance with its terms, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Grantor. Upon such termination, the Collateral Agent shall promptly return to the Grantor, at the Grantor's expense, such of the Collateral held by the Collateral Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Collateral Agent will promptly execute and deliver to the Grantor such other documents as the Grantor shall reasonably request to evidence such termination.

7.12. Entire Agreement. This Agreement and the Loan Documents embody the entire agreement and understanding between the Grantor and the Collateral Agent relating to the Collateral and supersede all prior agreements and understandings between the Grantor and the Collateral Agent relating to the Collateral.

7.13. Indemnity. The Grantor hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Collateral Agent and each Secured Party, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Collateral Agent or any Secured Party, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or wilful misconduct of the Collateral Agent or any such Secured Party).

7.14. Releases. Upon termination of this Agreement in accordance with the provisions of Section 7.11 hereof, the Collateral Agent and the Secured Parties shall, at the Grantor's request and expense, execute such releases as the Grantor may reasonably request, in form and upon terms acceptable to the Collateral Agent and the Secured Parties in all respects.

7.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Secured Debt Agreement, the Grantor waives, to the extent permitted by applicable law, (a) any right to require either the Collateral Agent or any Secured Party to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Collateral Agent or any Secured Party may have, and (b) with respect to the Secured Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

7.16. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Grantor and the Collateral Agent.

**7.17. GOVERNING LAW. ANY DISPUTE BETWEEN THE GRANTOR AND THE COLLATERAL AGENT OR ANY SECURED PARTY ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT OR**



ANY OF THE OTHER LOAN DOCUMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (BUT WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.

7.18. Marshalling. Neither the Collateral Agent nor any Secured Party shall be under any obligation to marshal any assets in favor of the Grantor or any other party or against or in payment of any or all of the Secured Obligations.

8. THE COLLATERAL AGENT.

ABN AMRO Bank N.V. has been appointed as Collateral Agent for the Secured Parties hereunder and has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in Article X of each of the Credit Agreements. Any successor Collateral Agent appointed pursuant to Article X of each of the Credit Agreements shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

9. NOTICES.


9.1. Sending Notices. Any notice required or permitted to be given under this Agreement shall be given in accordance with each of the Credit Agreements.

9.2. Change in Address for Notices. The Grantor, the Collateral Agent or any Secured Party may change the address for service of notice upon it by a notice in writing to the other.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by the duly authorized representatives as of the date first set forth above.

LANIER WORLDWIDE, INC.

By:  \_\_\_\_\_

Name: Richard P. Cleys

Title: V.P. FINANCE

ABN AMRO BANK N.V.,  
as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Lanier Worldwide, Inc.  
Trademark Security  
Agreement

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by the duly authorized representatives as of the date first set forth above.

LANIER WORLDWIDE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ABN AMRO BANK N.V.,  
as Collateral Agent

By: Paul Widuch

Name: \_\_\_\_\_

Title: PAUL J. WIDUCH  
SENIOR VICE PRESIDENT

By: Mary L. Honda

Name: Mary L. Honda  
Group Vice President

Title: \_\_\_\_\_

Lanier Worldwide, Inc.  
Trademark Security  
Agreement

STATE OF Georgia )  
 ) SS:  
COUNTY OF DeKalb )

The foregoing Trademark Agreement was executed and acknowledged before me this 18th  
September  
day of ~~August~~, 2000 by R. P. Cleary, personally known to me to be the VP Finance  
of LANIER WORLDWIDE, INC., on behalf of such corporation.

Marcia Pharris  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC GWINNETT COUNTY, GEORGIA  
MY COMMISSION EXPIRES AUGUST 15, 2002

(SEAL)

EXHIBIT A

TRADEMARKS

See attached.

EXHIBIT B

LICENSES

None.