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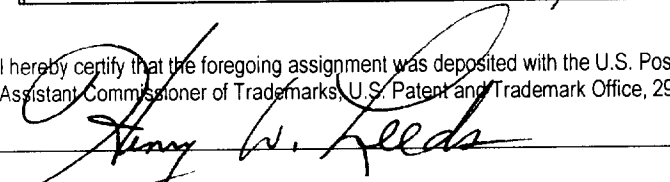
DRINKER BIDDLE & REATH LLP

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12.6.00

<p>1. NAME OF CONVEYING PARTY:</p> <p>BUSINESSWORKS, INC. A Delaware corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>THE CHASE MANHATTAN BANK A New York banking corporation 200 Jericho Quadrantle Jericho, New York 11753</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: June 8, 1998 3B. EFFECTIVE DATE: June 8, 1998</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY: Yes: ___ No: <u>X</u></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGN:  Yes: ___ No: <u>X</u></p> <p style="text-align: right;">12-06-2000 U.S. Patent & TMO/ TM Mail Rcpt Dt. #70</p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached?</p>	<p>4B. TRADEMARK REGISTRATION NO(S):</p> <p>Reg. No. <u>1,450,443</u> – BESCO & Design</p> <p>Additional numbers attached? NO</p>
<p>Henry W. Leeds, Esq. Drinker, Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209</p>	
<p>6. TOTAL NUMBER OF TITLES: 1</p> <p>7. TOTAL FEE: \$40.00</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 50-0573</p> <p>Our Ref: 31944.309/120852</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p style="text-align: center;"> Henry W. Leeds Date: <u>December 5, 2000</u> Page 1 of 4</p>

I hereby certify that the foregoing assignment was deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignments/Fee, The Assistant Commissioner of Trademarks, U.S. Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 5th day of December 2000.



ASSIGNMENT OF SECURITY INTEREST

(DISTRICT OF COLUMBIA)

SS:

RECITALS

- A. On June 10, 1998, U.S. OFFICE PRODUCTS COMPANY, a Delaware corporation ("USOP"), and certain of its subsidiaries including BUSINESSWORKS, INC., a Delaware corporation ("Subsidiary"), entered into a Guarantee and Collateral Agreement which provided for Subsidiary to grant a security interest in its intellectual property shown on the attached Schedule A to THE CHASE MANHATTAN BANK, a New York banking corporation ("CHASE"), as collateral to secure its guarantee of USOP's obligations under a Credit Agreement with Chase.
- B. CHASE is desirous of having a written assignment of the security interest in the properties shown on Schedule A for recording in the United States Patent and Trademark Office.

GRANT

For and in consideration of the sum of \$10.00, and other good and valuable consideration being extant:

1. Subsidiary hereby conveys and grants to CHASE a security interest in and to the marks, as well as the registrations and applications for registration thereof, shown on the attached Schedule A for the purpose of securing the obligations of Subsidiary under the aforementioned Guarantee and Collateral Agreement.
2. So long as Subsidiary remains obligated to make any payments to CHASE pursuant to the Guarantee and Collateral Agreement, Subsidiary will not mortgage, encumber, assign, hypothecate or otherwise dispose of any interest in or to the properties on Schedule A. Nothing herein, however, shall preclude Subsidiary from assigning all of such properties to a successor, subject to the security interest to CHASE. Further, nothing herein shall require Subsidiary to continue to use any one or more of the marks on Schedule A.
3. In the event of default by Subsidiary under the terms of the Guarantee and Collateral Agreement, CHASE shall have all of the rights set forth in such agreement and all rights of a secured party under the Uniform Commercial Code of New York to foreclose and realize upon the trademarks, applications and registrations set forth in Schedule A, and the goodwill of the business symbolized thereby, in any reasonable manner, including sale at public or private auction, at either of which CHASE or any holder or holders of the indebtedness secured by the Guarantee and Collateral Agreement may purchase.

4. This grant of a security interest is limited to the properties on Schedule A. It shall not apply to subsequent registrations of any of the marks on Schedule A for different goods or services, nor to any variation of such marks which are subsequently adopted, used and registered by Subsidiary, regardless of the goods or services with which the variation is used.

BUSINESSWORKS, INC.

Corporate Seal

By:

Kathleen Delaney
Kathleen Delaney
Vice President

Attest: [Signature]

(DISTRICT OF COLUMBIA)

SS:

Kathleen Delaney has subscribed and sworn to me that she is Vice President of BUSINESSWORKS, INC., a Vice President corporation; that she is authorized to execute the aforementioned assignment of security interest; and that she so executed it as her free act and deed and as the free act and deed of the corporation this 8th day of June, 1998.

[Signature]

My Commission Expires April 30, 1999



SCHEDULE A

Registration No.

Reg. Date

Mark

1,450,443

August 4, 1987

BESCO Plus Design

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