

03-21-2001

FORM PTO-1594 (Modified)
(Rev. 8-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TM05/REV03



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Docket No.:

001889.094263

101643863

Tab settings

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

1. Name of conveying party(ies):

Tukaiz Communication, LLC

3.5.02

Individual(s) Association

General Partnership Limited Partnership

Corporation-State **Illinois (LLC)**

Other _____

Additional names(s) of conveying party(ies) Yes No

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

Name: **PNC Bank, N.A.**

Internal Address: **Agent**

Street Address: **Two Tower Center**

City: **East Brunswick** State: **NJ** ZIP: **08816**

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State **New Jersey**

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes N

(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: **January 19, 2001**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75-254508

B. Trademark Registration No.(s)

2,138,960 1,677,976

2,052,778

1,714,516

Additional numbers attached? Yes No

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

Name: **Ronald E. Brown**

Internal Address: **Pitney, Hardin, Kipp & Szuch, LLP**

03/20/2001 STON11 00000196 75254508

01 FD:481 40.00 GP

02 FD:482 100.00 GP

Street Address: **711 Third Avenue**

20th Floor

City: **New York** State: **NY** ZIP: **10017**

6. Total number of applications and registrations involved:..... **5**

7. Total fee (37 CFR 3.41):.....\$ **\$140.00**

Enclosed

Authorized to be charged to deposit account / (any deficiencies)

8. Deposit account number:

50-1145, Order No. 001889.094263

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.

Ronald E. Brown *Ronald E. Brown* **March 2, 2001**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK
REEL: 002254 FRAME: 0279

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 19, 2001 is between Tukaiz Communications, L.L.C., an Illinois limited liability company (herein referred to as "Grantor"), and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, priNexus, Inc., a Delaware corporation, Halo ISDG, Inc., a Delaware corporation, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit, Term Loan, Equipment Loan and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of

the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 duly executed by its officer thereunto duly authorized as of the 19th day of January, 2001.

TUKAIZ COMMUNICATIONS, L.L.C.

By: Phillip M Kane
Name: Phillip M. Kane
Title: Chief Financial Officer

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By: Mark J. Kiskorna
Name: Mark J. Kiskorna
Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On the 19th day of January, 2001, before me personally came Phillip M. Kane, to me personally known to be the person described in and who executed the foregoing instrument as Chief Financial Officer of Tukaiz Communications, L.L.C., who being by me duly sworn, did depose and say that he is Chief Financial Officer of Tukaiz Communications, L.L.C. described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its members; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.



NOTARY PUBLIC

My commission expires:

CYNTHIA GORGORETTI
Notary Public, State of New York
No. 01GO6043884
Qualified in New York County
My Commission Expires June 26, 200 2

Schedule 1 to Trademark Security Agreement

MARKS

(design only)

TOOKEY

DIGI CARDS

TUKAIZ INNOVATIVE PREPRESS

TUKAIZ

REGISTRATION NUMBERS

75-254508 (Application Serial Number)

2,138,960

2,052,778

1,714,516

1,677,976