FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

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U.S. Department of Commerce Patent and Trademark Office **TRADEMARK** 

# RECORDATION FORM COVER SHEET

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Correction of PTO Error	Merger Month Day Year	
Reel # Frame # Corrective Document	Change of Name	
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Conveying Party  Mark if additional names of conveying parties attached  Execution Date  Month Day Year		
Name Net 2 Press, Inc. 07142000		
Formerly		
Individual General Partnership Limited Partnership X Corporation Association		
Other		
Citizenship/State of Incorporation/Organization Maine		
Receiving Party	Mark if additional names of receiving parties attached	
Name <u>KeyBank National Associat</u>	ion S S S	
DBA/AKA/TA	22 7	
Composed of		
Address (line 1) One Canal Plaza		
Address (line 2)	F0/4101-4035	
Address (line 3) Portland City	Maine Zip Code State/Country If document to be recorded is an	
Individual General Partnership	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic	
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# Page 2

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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Correspond	lent Name and Address Area Code and Telephone Number (207)791-3000	
Name	Dennis C. Sbrega, Esq.	
1	2020 0. 251484, 254.	
Address (line 1)	Preti, Flaherty, Beliveau, Pachios & Haley, LLC	
Address (line 2)	P.O. Box 9546	
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Trademark A	Application Number(s) or Registration Number(s) Mark if additional numbers attached	
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indi	icated herein.	
Dennis	C. Sbrega, Esq.  C. Sbrega, Esq.  Date Signed	
	e of Person Signing Signature Date Signed	

TRADEMARK REEL: 002255 FRAME: 0831

#### U.S. TRADEMARK MEMORANDUM OF SECURITY AGREEMENT

(U.S. TRADEMARKS, U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS)

WHEREAS, **NET 2 PRESS, INC..**, a Maine corporation ("Borrower") owns the U.S. Trademarks and U.S. Trademark registrations and applications for U.S. Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of a certain Revolving Credit, Term Loan and Security Agreement ("Security Agreement") dated as of June 30, 2000 (as said Security Agreement may be amended from time to time) between Borrower and KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender"), the Borrower has granted to the Lender a security interest in substantially all of Borrower's assets, including all right, title and interest of Borrower in, to and under all U.S. Trademarks owned by Borrower, U.S. Trademark registrations owned by Borrower, together with any reissues, extensions, or renewals thereof, and all of Borrower's applications for U.S. Trademarks or registrations thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized thereby or associated therewith 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 good will, to secure the payment of all secured obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to the Lender a continuing security interest in all of its 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 "U.S. Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each U.S. Trademark, U.S. Trademark registration and U.S. Trademark application owned by Borrower, and all of the goodwill of the business symbolized thereby or associated therewith including, without limitation, each U.S. Trademark, U.S. Trademark registration, and U.S. Trademark application referred to in Schedule 1 annexed hereto;
- (ii) all products and proceeds of the foregoing including, without limitation, any claim by Borrower against third parties for present or future infringement or dilution after the date hereof of any U.S. Trademark or U.S. Trademark registration, or for injury to the goodwill of the business symbolized thereby or associated therewith.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the U.S. 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. Terms used herein which are defined in the Security Agreement and not otherwise defined herein are used herein as therein defined.

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IN WITNESS WHEREOF, Borrower has caused this U.S. Trademark Memorandum of Security Agreement to be duly executed by its officer, thereunto duly authorized, as of this 44 day of July, 2000.

th E. Grandchanto

President

**ACKNOWLEDGED:** 

KEYBANK NATIONAL ASSOCIATION

Vice President

STATE OF MAINE CUMBERLAND, ss.

July 14, 2000

Personally appeared the above-named Garth E. Grandchamp, President of Net 2 Press, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Net 2 Press, Inc.

Before me

**TRADEMARK** 

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### **SCHEDULE I**

## **TRADEMARKS**

1. Mark: Net 2 Press, Inc. Date Filed: 6/19/1999

Registration No.: 75724571

2. Mark: Jiffy Print, Inc. Date Filed: 4/17/2000

Registration No.: 76/026157

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**RECORDED: 12/11/2000** 

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