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

03-22-2001

101645014

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3-22-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [ ] New
- [XX] Resubmission (Non-Recordation) Document ID # 101545930
- [ ] Correction of PTO Error Reel # ____ Frame # ____
- [ ] Corrective Document Reel # ____ Frame # ____

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger — Effective Date Month Day Year ____
- [ ] Change of Name
- [ ] Other ____

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Net 2 Press, Inc.

Execution Date Month Day Year: 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: KeyBank National Association

DBA/AKA/TA: ____

Composed of: ____

Address (line 1): One Canal Plaza

Address (line 2): ____

Address (line 3): Portland (City) Maine (State/Country) 04101-4035 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*
- [ ] Corporation
- [X] Association
- [ ] Other ____
- [ ] Citizenship/State of Incorporation/Organization: Ohio

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ASSIGNMENT DIVISION
U.S. PATENT AND TRADEMARK OFFICE

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (207)791-3000

Name: Dennis C. Sbrega, Esq.

Address (line 1): Preti, Flaherty, Beliveau, Pachios & Haley, LLC

Address (line 2): P.O. Box 9546

Address (line 3): One City Center

Address (line 4): Portland, ME 04112-9546

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			75724571	76026157	

Number of Properties

Enter the total number of properties involved. # 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 65.00

Method of Payment: Enclosed ☐ Deposit Account XX

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 50-0910

Authorization to charge additional fees: Yes X No ☐

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. Charges to deposit account are authorized, as indicated herein.

Dennis C. Sbrega, Esq. — Name of Person Signing

Dennis C. Sbrega — Signature

3/21/2001 — Date Signed

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.

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 14th day of July, 2000.

NET 2 PRESS, INC.

By: _____
Garth E. Grandchamp
President

ACKNOWLEDGED:

KEYBANK NATIONAL ASSOCIATION

By: _____
Leo Amato
Vice President

STATE OF MAINE
CUMBERLAND, ss.

July 14th, 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,

_____
~~Notary Public~~/Attorney at Law

Print Name: Eric M. McInnis

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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