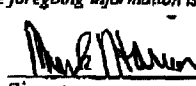


06-27-2001

3/13/01

Form PTO		U.S. DEPARTMENT OF COMMERCE	
1. Name of conveying party(ies): Berthold Types Limited 47 W. Polk Street, #100-340 Chicago, Illinois 60605 <input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Corporation - ILLINOIS <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		ET ademarks: copy thereof.	
		2. Name and address of receiving party(ies): Harvey Hunt and Melissa M. Hunt 523 South Plymouth Court, #1001 Chicago, Illinois 60605 <input checked="" type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment) Additional names(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: December 15, 2000			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/769,753 75/912,677 75/866,912 75/808,583 75/866,911 75/808,823 75/912,679 75/912,680 75/912,681 75/912,678 75/818,079 75/818,097 75/769,758		B. Trademark registration No.(s): 2,371,067 2,375,157 2,371,066 2,368,669 2,379,388 2,381,276 2,371,064 2,393,508 2,371,065 2,381,275 2,371,312 2,372,811 2,409,639 2,413,885 2,373,009 2,375,395 2,379,389 2,371,071 2,371,063 2,366,529 2,375,394 2,395,548 2,377,670 2,375,396 2,381,277 2,371,311 2,381,278 2,314,167 2,411,552 2,357,604 2,360,170 2,357,603 2,360,169 2,360,168 2,360,167 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and Address of party to whom correspondence concerning document should be mailed: Name: Mark B. Harrison, Esq. Internal Address: VENABLE Street Address: 1201 New York Ave, N.W. Suite 1000 Washington, D.C. 20005		6. Total number of registrations involved: <u>48</u> CHARGE FEE	
		7. Total fee (37 CFR 3.41) <u>\$1,215.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized is granted to deduct fees from Deposit account	
		8. Deposit account number: <u>22-0261</u> (Attach duplicate copy of this page if paying by deposit account)	
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.			
Mark B. Harrison, Esq. Name of Person Signing		 Signature	
		<u>3/13/01</u> Date	
Total number of pages comprising cover sheet: 31349-131029			

**AMENDMENT NO. 2 to the SECURITY AGREEMENT**

Name of Borrower: Berthold Types Limited, an Illinois corporation  
Address of Borrower: 47 W. Polk Street #100-340, Chicago, IL 60605, USA

Name of Lender: Harvey Hunt and Melissa M. Hunt  
Address of Borrower: 523 South Plymouth Court #1001, Chicago, IL 60605, USA

The Borrower and the Lender agree as follows:

1. **AMENDMENT:**

(a) This Amendment No. 2 ("Amendment No. 1") to the Security Agreement dated May 22, 1998 (the "Security Agreement") between Berthold Types Limited ("Borrower") and Harvey Hunt and Melissa M. Hunt ("Lender") amends the Security Agreement effective the date written below.

(b) The Borrower and the Lender agree that the term "General Intangibles" defined in the Security Agreement shall include the trademarks listed on the attached Schedule 2, which is incorporated by this reference.

(c) The Borrower and the Lender acknowledge and agree that this Amendment No. 2 has the effect of Borrower granting to Lender a continuing security interest in the trademarks listed on the attached Schedule 2 as additional security for the payment of Borrower's Liabilities in accordance with the Security Agreement.

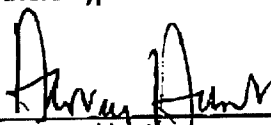
(d) All capitalized terms not otherwise defined in this Amendment No. 2 shall have the same meaning as given in the Security Agreement.

2. **APPLICATION OF THE SECURITY AGREEMENT:** All terms and conditions of the Security Agreement shall apply to this Amendment 2.

IN WITNESS WHEREOF, the each party to this Amendment No. 2 signed this Amendment No. 2 or caused this Amendment No. 2 to be signed by its duly authorized representative, as of the day and year written below.

Dated: December 15, 2000

**BORROWER:**  
Berthold Types Limited

  
\_\_\_\_\_  
By: Harvey Hunt  
Its: President

**LENDER:**  
  
\_\_\_\_\_  
Harvey Hunt

  
\_\_\_\_\_  
Melissa M. Hunt