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101748280

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-8-01  
Dandrew Manufacturing, LLC.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: June 5, 2001

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address: 210 Main Street

Street Address: 210 Main Street

City: Hackensack State: NJ ZIP: 07602

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Massachusetts
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/639,629

76/346.399

B. Trademark Registration No.(s) 1,460,046

Additional numbers attached?  Yes  No

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

Name: Robert L. Epstein, Esq.  
JAMES & FRANKLIN, LLP

Internal Address: 60 East 42nd Street  
Suite 1217

New York, New York 10165

Street Address: 60 East 42nd Street  
Suite 1217

City: New York State: NY ZIP: 10165

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

10-0250

(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.*

Robert L. Epstein

Name of Person Signing

Signature

June 6, 2001

Date

Total number of pages including cover sheet, attachments, and document:

15

PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made and entered into this 5<sup>th</sup> day of June, 2001, by DANDREW MANUFACTURING, LLC, a limited liability company formed under the laws of the State of Virginia (the "Guarantor"), in favor of FLEET NATIONAL BANK (the "Secured Party").

WITNESSETH:

WHEREAS, Guarantor and Guarantor's affiliate, New Jersey Business Forms Manufacturing Corporation ("NJB" or "Borrower") are justly indebted to the Secured Party pursuant to those certain notes and agreements dated the date hereof, made by and between Guarantor, NJB, and Secured Party (as the same may from time to time be amended, modified, extended or renewed (collectively, the "Loan Agreements"); all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreements), pursuant to which the Secured Party agreed, subject to the terms and conditions thereof, to make loans to NJB, in the current principal amount of up to \$2,800,000.00; and

WHEREAS, as a condition precedent to the Secured Party entering into the Loan Agreements, the Secured Party has required that Guarantor execute and deliver this Agreement to the Secured Party; and

WHEREAS, Guarantor and the Secured Party agree that all of the Obligations (as hereinafter defined) shall be equally and ratably secured by this Agreement; and

WHEREAS, this Agreement is being executed in connection with and in addition to the security agreement under which Guarantor granted to Secured Party a lien on and security interest in, among other things, accounts, inventory, books, records, goodwill, patents, trademarks, and general intangibles of Guarantor (collectively, the "Other Assets").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby covenants and agrees with Secured Party as follows:

1. Security Interest. To secure the complete and timely payment of the "Borrowers' Obligations" (as defined in the Loan Agreements) (the "Obligations"), Guarantor hereby grants a continuing security interest in its entire right, title and

interest in and to (a) all of its now owned and hereafter acquired or arising and filed patents and patent applications, including, without limitation, each patent and application listed on Schedule A, attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Patents"); and (b) all of its now owned or existing and hereafter acquired or arising and filed, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, common law rights and each mark, registration, and application listed on Schedule A attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"); and (c) all of its now owned or existing and registered, and hereafter acquired or arising and registered, copyrights, including without limitation, those copyrights listed on Schedule A attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Copyrights"), and together in each case with the goodwill of Borrower's business connected with the use of, and symbolized by, any of the foregoing. The Patents, Trademarks and Copyrights are sometimes collectively referred to herein as the "Intellectual Property."

2. Representations, Warranties and Covenants of Guarantor.  
Guarantor represents, warrants, covenants and agrees that:

(a) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) To the best of Guarantor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) No claim has been made that (i) the use of any of the Intellectual Property does or may violate the rights of any third person, (ii) no claims for infringement have been commenced in connection with any of the Intellectual Property, nor is there a reasonable basis therefor;

(d) Guarantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Guarantor not to sue third persons, except for licenses granted in the ordinary course of business to Guarantor's customers, in accordance with license agreements;

(e) To the best of Guarantor's knowledge, Guarantor has the unqualified right to enter into this Agreement and perform its terms; and

(f) Guarantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property.

3. Inspection Rights. Guarantor will permit inspection of Guarantor's facilities which manufacture, inspect or store products or provide services under any of the Patents, Trademarks or Copyrights and to inspect the products and records relating thereto by Secured Party during normal business hours and at other reasonable times upon twenty four hours prior notice. Guarantor will reimburse Secured Party upon demand for all costs and expenses incurred by Secured Party in connection with any such inspection conducted by Secured Party.

4. Further Assurances. Guarantor agrees that, until all of the Obligations shall have been paid in full and the Secured Party have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower, it will not enter into any agreement which is inconsistent with Guarantor's obligations under this Agreement or the Loan Agreements, without Secured Party's prior written consent. Borrower further agrees that at any time and from time to time, at the expense of Guarantor, Guarantor will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary or desirable, or that Secured Party may request, in order to perfect and protect the collateral assignment granted or purported to be granted hereby with respect to the Intellectual Property or to enable Secured Party to exercise its

rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Copyrights. If, before all of the Obligations shall have been paid in full, Borrower shall obtain rights to any new patents, trademarks or copyrights, the provisions of Paragraph 1 shall automatically apply thereto and Guarantor shall give Secured Party prompt written notice thereof.

6. Modification by Secured Party. Borrower authorizes Secured Party to modify this Agreement by amending Schedule A to include any future patents and patent applications and any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future copyright applications and registrations covered by Paragraphs 1 and 5 hereof, without the signature of Guarantor if permitted by applicable law.

7. Default. If any "event of default" or "default" (as defined in or within the meaning of the Loan Agreements) shall have occurred, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Guarantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Intellectual Property, or any interest which Guarantor may have therein, and are deducting from the proceeds of sale or other disposition of the Intellectual Property all reasonable expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as Secured Party, in its sole discretion, may elect. Any remainder of the proceeds are payment in full of all of the Obligations shall be paid over to Guarantor. Notice of any sale or other disposition of the Intellectual Property shall be given to Guarantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Guarantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Guarantor, which right is hereby waived and released.

8. Termination of Security Interest. At such time as Borrower shall pay all of the Obligations in full and the Secured Party shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower, this Agreement shall terminate and Secured Party shall execute and deliver to Guarantor or Borrower all releases and other instruments as may be necessary or proper to release the Security Interest and to re-vest in Guarantor full title to the Intellectual Property, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by Guarantor or Borrower on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate provided in the Loan Agreement.

10. Preservation of Intellectual Property. Guarantor shall have the duty to prosecute diligently any applications to register any of the Intellectual Property pending as of the date of this Agreement, to make federal application on registrable but unregistered Intellectual Property, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with the Intellectual Property shall be borne solely by Borrower or Guarantor. Guarantor shall not abandon any Intellectual Property without the prior written consent of Secured Party. Guarantor shall have the right, with the prior written consent of Secured Party, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Intellectual Property, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

11. Secured Party Appointed Attorney-In-Fact. If any "event of default" or "default" (as defined in or within the meaning of the Loan Agreements) shall have occurred and be

continuing, Guarantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Guarantor's true and lawful attorney-in-fact, with the power to endorse Guarantor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Intellectual Property, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Intellectual Property to anyone else. Guarantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof except to the extent attributable to Secured Party's gross negligence, willful misconduct or bad faith. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

12. No Waiver. No course of dealing between Guarantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Relationship to Other Agreements. This Agreement and the liens and security interests (and pledges and assignments, as applicable) herein granted are in addition to any and all other deeds of trusts, mortgages, security agreements, security interests, pledges, assignments, liens, rights, titles or interests in favor of Secured Party or assigned to such party in connection with the obligations of Borrower and/or Guarantor to such party. All rights and remedies of Secured Party in all such agreements are cumulative but in the event of actual conflict in terms and conditions of this Agreement and all agreements other than the Loan Agreements, the terms and conditions of this Agreement shall govern and control; provided, however, in the event of any direct conflict between the terms and conditions of this Agreement and the Loan Agreements, the terms and conditions of the Loan Agreements shall govern and control.

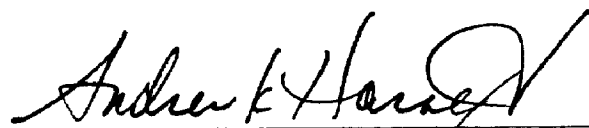
15. Amendments. This Agreement is subject to amendment or only by a writing signed by all of the parties hereto, except as provided in Paragraph 6.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to the Loan Agreement and their respective successors and assigns, except that Guarantor may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the day and year first above written.

DANDREW MANUFACTURING, LLC

By: 

Name: Andrew K. Harnett

Title: Manager/Member

FLEET NATIONAL BANK

By: 

Name: John A. Falcone

Title: Vice President



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY    )  
  )  
COUNTY OF BERGEN        )

On this 5 day of June, 2001, before me personally appeared Andrew K. Harnett, to me personally known, who, being by me duly sworn, did say that he is the Manager/Member of DANDREW MANUFACTURING, LLC, a Virginia limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members and managers; and he acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official stamp/seal in the State and County aforesaid, the day and year first above written.

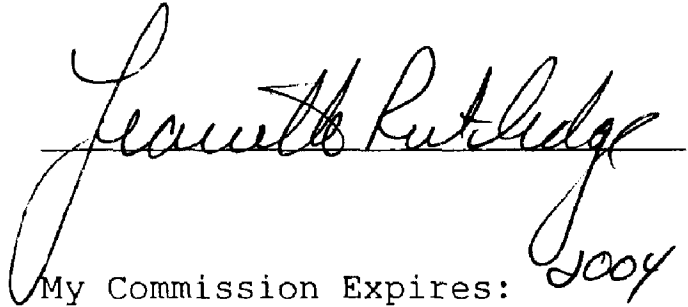
  
My Commission Expires: 2004

**JEANETTE RUTLEDGE**  
Notary Public of New Jersey  
My Commission Expires July 9 2004

STATE OF NEW JERSEY )  
 )  
COUNTY OF BERGEN )

On this 5 day of June, 2001, before me personally appeared John A. Falcone to me personally known, who, being by me duly sworn, did say that he is Vice President of FLEET NATIONAL BANK, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official stamp/seal in the State and County aforesaid, the day and year first above written.

  
My Commission Expires: 2004

**JEANETTE RUTLEDGE**  
Notary Public of New Jersey  
My Commission Expires July 9 2004



# Intellectual Property

## Patents:

<u>Title</u>	<u>Country</u>	<u>Patent No./Issue Date</u>
ONE PIECE MAILER AND APPARATUS FOR FOLDING SAME	US	4,951,864 August 28, 1990
	Canada	1315316 March 30, 1993
	UK	2190652 November 28, 1990
	EPO	0271968 December 15, 1993
	France	0271968 December 15, 1993
	Germany	P3788511.1 December 15, 1993
	Belgium	0272808 April 13, 1994
	EPO	0272808 April 13, 1994
	France	0272808 April 13, 1994
	Germany	P3789614.8 April 13, 1994
	Italy	69059/BE/94 April 13, 1994
	Netherlands	0272808 April 13, 1994
	UK	0272808 April 13, 1994

**Intellectual Property**

<u>Title</u>	<u>Country</u>	<u>Patent No./Issue Date</u>
AN APPARATUS FOR FOLDING AND SEALING A ONE PIECE MAILER	US	5,527,418 June 18, 1996
	Canada	2169389 February 13, 1996
	EPO	0726169 July 7, 1999
	UK	0726169 July 7, 1999
COMPOSITE OUTGOING MAILER AND RETURN ENVELOPE FORM	US	5,642,855 July 1, 1997
MAILER ASSEMBLY	US	6,079,615 June 27, 2000

**Patent Applications:**

METHOD OF PRODUCING PAPER SUBSTRATE WITH A TRANSLUCENT WINDOW	US (Provisional)	60/200825 April 28, 2000
METHOD OF PRODUCING PAPER SUBSTRATE WITH A TRANSLUCENT WINDOW	US (Non-provisional)	Application No. to be assigned April 27, 2001

NY2A1035748V06M76S061.DOCM1568.0003

# Intellectual Property

## Trademarks:

<u>Mark</u>	<u>Country</u>	<u>Registration No./Issue Date</u>
INFOSEAL	US	1,460,046 October 6, 1987
INFOSEAL	Australia	770388 April 6, 1999
INFOSEAL	Canada	359,117 August 4, 1989
INFOSEAL	Germany	394 06 588 December 5, 1995
INFOSEAL	Ireland	174691 November 13, 1995
INFOSEAL	UK	1581392 August 9, 1994
INFOSEAL	UK	1581391 August 9, 1994

## Trademark Applications:

<u>Mark</u>	<u>Country</u>	<u>Application No./File Date</u>
TRANSVUE	US	75/639629 February 11, 1999
INFOSEAL	US	Application No. to be assigned April 25, 2001 Serial Number: 76246399

Intellectual Property

Liens:

<u>Mark</u>	<u>Country</u>	<u>Registration No./Issue Date</u>
INFOSEAL	US	1,460,046 October 6, 1987

<u>Patent Title</u>	<u>Country</u>	<u>Patent No./Issue Date</u>
ONE PIECE MAILER AND APPARATUS FOR FOLDING SAME	US	4,951,864 August 28, 1990
AN APPARATUS FOR FOLDING AND SEALING A ONE PIECE MAILER	US	5,527,418 June 18, 1996
COMPOSITE OUTGOING MAILER AND RETURN ENVELOPE FORM	US	5,642,855 July 1, 1997
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