

07-26-2001



101788342

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

REI 7

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 71701 Engineered Data Products, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State DE [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: State Street Bank and Trust Company Internal Address: Street Address: 2 Avenue de Lafayette, 6th Floor City: Boston State: MA Zip: 02111 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State JUL 18 2001 [x] Other National Association 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

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: as of November 30, 2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/113,273 B. Trademark Registration No.(s) (See attached) Additional number(s) attached [x] Yes [] No

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Alex Selipanov Internal Address: Street Address: Debevoise & Plimpton 919 Third Avenue City: New York State: NY Zip: 10022

7. Total fee (37 CFR 3.41).....\$115.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (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. Alex Selipanov Name of Person Signing Signature Date 07/19/2001

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/25/2001 6TON11 00000108 76113273

01 FC:481 40.00 DP 02 FC:482 75.00 DP

TRADEMARK REEL: 002334 FRAME: 0119

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

B. Trademark Registration Nos.:

1,781,460

1,809,150

2,110,996

THIS SECURITY INTEREST IN CERTAIN ASSETS OF THE GRANTOR (AS DEFINED BELOW) CREATED BY THIS AGREEMENT IS SUBORDINATED AND SUBJECT TO THE SENIOR SECURITY INTEREST IN THE SAME ASSETS SECURING CERTAIN SENIOR OBLIGATIONS OF THE GRANTOR PURSUANT TO THE TERMS OF THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF MAY 30, 1997, BY AND AMONG THE INITIAL PURCHASERS (AS DEFINED THEREIN), LASALLE BANK N.A., AS SENIOR CREDITOR, THE SECURED PARTY (AS DEFINED BELOW), THE GRANTOR AND THE PARENT (AS DEFINED THEREIN), AS AMENDED ON OR PRIOR TO THE DATE HEREOF.

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2000 is entered into by ENGINEERED DATA PRODUCTS, INC., a Delaware corporation (together with its successors and permitted assigns, the "Grantor"), in favor of STATE STREET BANK AND TRUST COMPANY, as trustee for and on behalf of the Noteholders (the "Secured Party") under the Collateral Trust Agreement, dated as of May 30, 1997, among Engineered Data Products Holdings, Inc., EDP Acquisition, Inc. and the Secured Party. Capitalized terms not otherwise defined herein have the meanings set forth in that certain Security Agreement, dated as of May 30, 1997 between the Grantor and the Secured Party (as amended prior to the date hereof and as may be further amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in certain collateral, including the Patents and the Trademarks (each as defined herein), and

WHEREAS, the holders of the Notes have authorized and directed the Trustee to exercise and deliver this Agreement.

NOW, THEREFORE, in consideration of the benefits accruing to each party as a result of the consummation of the transactions contemplated by, and referred to in, the Security Agreement, and in furtherance of the purposes of the Security Agreement, the Grantor and the Secured Party hereby agree as follows:

1. Grant of Security Interest.

a. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by prepayment, declaration of

default, acceleration or otherwise) of the Secured Obligations, the Grantor hereby assigns, pledges and grants to the Secured Party a security interest in, and continuing lien upon, all of the Grantor's right, title, and interest in the Patents and the Trademarks and all Proceeds thereof (including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit, including any claim of the Grantor against third parties for any (i) past, present or future infringement or dilution of any Patent or any Trademark or (ii) injury to the goodwill associated with any Trademark or Trademark registration) whether now owned or existing or hereafter acquired or arising, and wherever located.

b. For purposes of this Agreement:

(i) "Patents" shall mean all of the Grantor's right, title and interest in and to all patents and applications for letters patent throughout the world, including, but not limited to, each patent and patent application listed on Schedule A hereto, all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world, and the right to sue for past infringement or dilution of any of the foregoing.

(ii) "Trademarks" shall mean all of the Grantor's right, title and interest in and to all trademarks, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to, the United States trademark and service mark registrations and applications listed on Schedule B hereto, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing and the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill.

2. Representations and Warranties.

a. As of the date hereof, Schedule A hereto contains a true, accurate and complete list of all of the Grantor's patent registrations issued by, and patent applications filed with, the United States Patent and Trademark Office.

b. As of the date hereof, Schedule B hereto contains a true, accurate and complete list of all of the Grantor's trademark and service mark registrations issued by, and trademark and service mark applications filed with, the United States Patent and Trademark Office.

3. Covenants. The Grantor covenants and agrees as follows:

a. It will notify the Secured Party no later than thirty (30) days after it (i) acquires any United States patent or files any application therefore which is not included on Schedule A hereto and (ii) acquires any United States registered trademark or service mark or files any application therefor which is not included on Schedule B hereto. If the Secured Party so requests, the Grantor will deliver to the Secured Party an Amendment to Schedule A or Schedule B, as the case may be, describing such letter patent, trademark, service mark or application and file this Agreement, together with such Amendment to such Schedule, with the United States Patent and Trademark Office.

b. Upon the written request of Secured Party, and at the sole expense of the Grantor, the Grantor shall promptly and duly execute and deliver any and all additional documents, including, without limitation, UCC-1 financing statements, and take such further action as Secured Party may reasonably deem desirable to obtain the full benefit of this Agreement.

4. Incorporation of Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the lien on and security interest in the Patents and the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

5. Miscellaneous.

a. This Agreement may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement.

b. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officer as of the date first written above.

ENGINEERED DATA PRODUCTS, INC.

By: _____
Name:
Title:

STATE STREET BANK AND TRUST
COMPANY, not individually but solely
as trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officer as of the date first written above.

ENGINEERED DATA PRODUCTS, INC.

By: *[Signature]*
Name: Doug Griggs
Title: CFO

STATE STREET BANK AND TRUST
COMPANY, not individually but solely
as trustee

By: _____
Name: _____
Title: _____

"Express Mail" mailing label No. EL615879817US
Date of Deposit July 18, 2001

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Beth Akers
(Typed or printed name of person mailing paper or fee)

Beth Akers
(Signature of person mailing paper or fee)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officer as of the date first written above.

ENGINEERED DATA PRODUCTS, INC.

By: _____
Name:
Title:

STATE STREET BANK AND TRUST
COMPANY, not individually but solely
as trustee

By: John A. Brennan
Name: **JOHN A. BRENNAN**
Title: **ASSISTANT SECRETARY**

"Express Mail" mailing label No. EL61587981705
Date of Deposit July 18, 2001

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Beth Akers
(Typed or printed name of person mailing paper or fee)
Beth Akers
(Signature of person mailing paper or fee)

SCHEDULES A AND B (COMBINED)

TRADEMARK

REEL: 002334 FRAME: 0127

EDP PATENT & TRADEMARK STATUS REPORT - May 1, 2001U.S. PATENT APPLICATIONS PENDING

Utility Pat. Appln. No. 09/625,601, filed July 26, 2000
 Inventor: Val Zaturensky; Title: Removable Work Surface
 Defining Device (Quick Release Work Surface); Initial
 Office Action received - Apr 15, 2001; some claims allowed;
 response under preparation

U.S. UTILITY PATENTS (UNEXPIRED)

<u>U.S. Pat. No.</u>	<u>Issue Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
Re 34,266	27 May 86	06/580,804	16 Feb 84
Workstation With Underdesk Display <u>Expires: 16 Feb 2004</u>			
4,688,682	25 Aug 87	06/883,110	08 Jul 86
Tape Cartridge Storage System (15 - Carousel Truck) <u>Expires: 08 Jul 2006</u>			
4,782,958	08 Nov 88	07/087,776	21 Aug 87
Tape Cartridge Storage System (16(b) - Single Rack) <u>Expires: 21 Aug 2007</u>			
4,815,795	28 Mar 89	07/084,281	11 Aug 87
Holder For Tape Cartridges (15(a) - Auto I) <u>Expires: 11 Aug 2007</u>			
4,844,564	04 Jul 89	07/181,600	14 Apr 88
Holder For Tape Cartridges (15(b) - Auto II) <u>Expires: 14 Apr 2008</u>			
4,846,355	11 Jul 89	07/180,153	11 Apr 88
Holder For Tape Cartridges With Locking Base Member (34 - Perma Pac) <u>Expires: 11 Apr 2008</u>			
4,939,674	03 Jul 90	07/185,141	22 Apr 88
Label Generation Apparatus (37) <u>Expires: 22 Apr 2008</u>			
4,971,199	20 Nov 90	07/438,200	20 Nov 89
Holder For Tape Cartridges (45 - Label Remova) <u>Expires: 20 Nov 2009</u>			
5,071,204	10 Dec 91	07/467,123	18 Jan 90
Desk-Type Computer Work Station (13(b) - Desk II) <u>Expires: 18 Jan 2010</u>			

06/29/01 FRI 08:43 FAX 1 800 456 3480

EDP ORDER ENTRY

004

EDP PATENT & TRADEMARK STATUS REPORT - May 1, 2001

5,072,835	17 Dec 91	07/536,729	12 Jun 90
Tape Cartridge Holder (44 - Catchall)			
<u>Expires:</u> 12 Jun 2010			
5,072,838	17 Dec 91	07/551,131	06 Jul 90
Tape Cartridge Storage System (41(b) - Quad)			
<u>Expires:</u> 06 Jul 2010			
5,080,231	14 Jan 92	07/605,940	30 Oct 90
Holder For Tape Cartridges (46(a) - Remova)			
<u>Expires:</u> 30 Oct 2010			
5,083,816	28 Jan 92	07/549,281	06 Jul 90
Machine & Human Readable Label (EZScan Label)			
<u>Expires:</u> 06 Jul 2010			
5,193,969	16 Mar 93	07/786,087	31 Oct 91
Braking Mechanism For A Sliding Tape Cartridge Storage System (Brake)			
<u>Expires:</u> 31 Oct 2011			
5,199,773	06 Apr 93	07/630,521	20 Dec 90
Desk Type Work Station (Popup)			
<u>Expires:</u> 20 Dec 2010			
5,226,549	13 Jul 93	07/831,418	05 Feb 92
Cartridge Protector For Sliding Rack Storage System (Cartridge Sweep)			
<u>Expires:</u> 05 Feb 2012			
5,265,739	30 Nov 93	08/006,431	21 Jan 93
Double Density Storage Rack System For Data Tape Cartridge (Extreme Density)			
<u>Expires:</u> 21 Jan 2013			
5,286,103	15 Feb 94	07/969,477	30 Oct 92
Mobile Cart For Transporting Tape Cartridge Storage Packs (Stack Shuffle)			
<u>Expires:</u> 30 Oct 2012			
5,288,107	22 Feb 94	08/010,220	27 Jan 93
Multiple Information Field Label (EZ-Scan)			
<u>Expires:</u> 27 Jan 2013			
5,292,010	08 Mar 94	07/986,103	04 Dec 92
Data Storage Media Holder System (Gravity Pack)			
<u>Expires:</u> 04 Dec 2012			
5,294,087	15 Mar 94	07/953,453	29 Sep 92
Adjustable Keyboard Holder For Computer Workstation (Adjustable Keyboard Drawer)			
<u>Expires:</u> 29 Sep 2012			

06/29/01 FRI 08:43 FAX 1 800 456 3480

EDP ORDER ENTRY

005

EDP PATENT & TRADEMARK STATUS REPORT - May 1, 2001

5,377,951	03 Jan 95	07/894,742	05 Jun 92
Adjustable Computer Workstation Assembly (Adjustable Monitor & Keyboard) <u>Expires:</u> 05 Jun 2012			
5,426,284	20 Jun 95	08/102,530	04 Aug 93
Apparatus For Locating And Tracking Information Storage Items Using Predefined Labels (Media Tracking Program) <u>Expires:</u> 04 Aug 2013			
5,487,525	30 Jan 96	08/212,084	14 Mar 94
Adjustable Keyboard Holder For Workstations (Adjustable Keyboard Drawer) <u>Expires:</u> 14 Mar 2014			
5,621,864	15 Apr 97	08/706,922	03 Sep 96
Label Generation Apparatus <u>Expires:</u> 15 Apr 2014 (Filing date of earliest parent: 22 Nov 91)			
5,638,962	17 Jun 97	08/645,240	13 May 96
Tape Cartridge Storage Assembly Having Retention Tabs Mounted To Compartment Divider Walls (Low Cost Storage Pack) <u>Expires:</u> 13 May 2016			
5,967,346	19 Oct 99	08/844,014	18 Apr 97
Supplemental Storage Rack System For Expansion of Storage Capacity of High Density Storage Rack System <u>Expires:</u> 13 May 2016			

U.S. DESIGN PATENTS (UNEXPIRED)

<u>U.S. Pat. No.</u>	<u>Issue Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
Des. 299,577	24 Jan 89	27/793,568	31 Oct 85
Tape Cartridge Cart (17) <u>Expires:</u> 24 Jan 2003			
Des. 300,072	28 Feb 89	27/814,238	30 Dec 85
Tape Cartridge Storage Cart (21) <u>Expires:</u> 28 Feb 2003			
Des. 300,287	21 Mar 89	27/793,167	31 Oct 85
Cartridge Storage Rack (18) <u>Expires:</u> 21 Mar 2003			
Des. 300,288	21 Mar 89	27/793,708	31 Oct 85
Cartridge Storage Rack (19) <u>Expires:</u> 21 Mar 2003			
Des. 308,607	19 Jun 90	28/056,749	01 Jun 87
Tape Cartridge Holder (28) <u>Expires:</u> 19 Jun 2004			

06/29/01 FRI 08:44 FAX 1 800 456 3480

EDP ORDER ENTRY

008

EDP PATENT & TRADEMARK STATUS REPORT - May 1, 2001

Des. 312,840	11 Dec 90	28/065,499	23 Jun 87
Document Holder (27)			<u>Expires:</u> 11 Dec 2004
Des. 318,962	13 Aug 91	28/341,895	24 Apr 89
Tape Cartridge Holder (40)			<u>Expires:</u> 13 Aug 2005
Des. 334,181	23 Mar 93	28/566,814	13 Aug 90
Cabinet For Holding A Plurality Of Cathode Ray Tube Computer Terminals (TRILVL)			<u>Expires:</u> 23 Mar 2007
Des. 339,571	21 Sep 93	28/789,142	06 Nov 91
Modular Console Command Center Workstation (NetCom II)			<u>Expires:</u> 21 Sep 2007
Des. 340,229	12 Oct 93	28/788,712	06 Nov 91
Modular Corner Console Command Center Workstation (NetCom II)			<u>Expires:</u> 12 Oct 2007
Des. 341,575	23 Nov 93	28/789,122	06 Nov 91
Modular Console Command Center Workstation (NetCom II)			<u>Expires:</u> 23 Nov 2007
Des. 346,544	03 May 94	29/004,054	25 Jan 93
Adjustment Handle (keyboard drawer handle)			<u>Expires:</u> 03 May 2008

FOREIGN PATENTS AND APPLICATIONS - Foreign patent agent: Mathisen, Macara & Co.

Title: Holder For Tape Cartridges (corresponds to U.S. Pat. No. 4,844,564) U.S. attorneys handling: P&F

1. British patent No. 0303274, from EPO application No. 88112083.7
2. Canadian patent No. 1310354
3. Australian patent no. 610626

Title: Label Generation Apparatus (corresponds to U.S. Pat. No. 4,939,674). U.S. attorneys handling: DG&F

1. European application No. 89905828.3

EDP PATENT & TRADEMARK STATUS REPORT - May 1, 2001

- 2. Japanese application No. 505057/89
- 3. Australian patent No. 631124, from application No. 35452/89

Title: Holder For Tape Cartridges (corresponds to U.S. Pat. No. 4,971,199) Cases transferred from Ladas & Parry to Mathisen, Macara & Co. - Oct 97. U.S. attorneys handling: F&F

- 1. Canadian application No. 2030223 - issued Aug 15, 2000

Title: High Density Storage Rack System For Magnetic Tape Cartridges (corresponds to U.S. Ser. No. 676,796 and PCT/US92/02725) - no issued U.S. patent) U.S. attorneys handling: F&F

- 1. Canadian application No. 2106855 - issue fee paid
- 2. Australian patent No. 665538, from application No. 17541/92 - maintenance fee authorized to be paid

Title: Adjustable Keyboard Holder For Computer Work Station (corresponds to U.S. Pat. No. 5,294,087 & PCT/US92/08736) - U.S. attorneys handling: F&F

- 1. Australian patent No. 668523, from application No. 27995/92

Title: Label Generation Apparatus (corresponds to U.S. Pat. No. 5,621,864). U.S. attorneys handling: DG&F

- 1. Belgium patent No. 0615641, from EPO application No. 93900574.0
- 2. German patent No. 0615641, from EPO application No. 93900574.0
- 3. Spanish patent No. 0615641, from EPO application No. 93900574.0
- 4. French patent No. 0615641, from EPO application No. 93900574.0
- 5. Italian patent No. 0615641, from EPO application No. 93900574.0

06/29/01 FRI 08:44 FAX 1 800 458 3480

EDP ORDER ENTRY

008

EDP PATENT & TRADEMARK STATUS REPORT - May 1, 2001

6. Swedish patent No. 0615641, from EPO application No. 93900574.0
7. British patent No. 0615641, from EPO application No. 93900574.0
8. European patent No. 0615641, from EPO application No. 93900574.0
9. Canadian application No. 2124116
10. Japanese application No. 509535/93
11. Australian patent No. 663554, from application No. 32204/93

U.S. TRADEMARKS (REGISTERED)

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Ser. No.</u>
EDP	1,781,460	07/13/93	74/302,210
	TM in use - Sec 8&15 Affdt accepted by PTO renewal due - 07/12/2003		
TRI-OPTIC	1,809,150	12/07/93	74/345,932
	TM in use - Sec 8&15 Affdt accepted by PTO renewal due - 12/07/2003		
LANMAN	2,110,996	11/04/97	74/602,079
	TM in use - Sec 8 Affdt due 11/04/2003		

U.S. TRADEMARKS (PENDING REGISTRATION)

<u>Trademark</u>	<u>Ser. No.</u>	<u>Filing Date</u>	<u>Status</u>
ENGINEERED DATA PRODUCTS (WITH DESIGN)	76/113273	August 22, 2000	Office Action received - Apr 2001 No conflicting TM found; next step TM will be published for opposition

U.S. TRADEMARKS (UNREGISTERED)

COLORFLEX	CAROUSEL MAGAZINE SHUTTLE
PARALAX	MAGAZINE SHELF

06/29/01 FRI 08:45 FAX 1 800 458 3480

EDP ORDER ENTRY

009

EDP PATENT & TRADEMARK STATUS REPORT - May 1, 2001

ACCU TRAC	REMOVE-A-PAC
INPRINT	REMOVE-A-LOC
EXTREME DENSITY	AUTO II
MULTI-MEDIA EXTREME	PERMA-PAC
QUAD RAC	TILT-LOC
NETCOM	AUTO-EXTREME
NETCOM 3	PARALAX KEYBOARD DRAWER
NETCOM 1	SINGLE PRINT
NETCOM 2	VIEWPORT
NETCOM EX	COM-TEK

FOREIGN TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>No.</u>	<u>Status</u>
COLORFLEX	UK	2030273	Registered
COLORFLEX	Germany	39533138	Registered
COLORFLEX	France	95586349	Registered
COLORFLEX	Benelux	581446	Registered
COLORFLEX	Switzerland	434525	Registered
COLORFLEX	Italy	F195C918	Pending