

09-11-2001



COVER SHEET
BY

TO: The Commissioner of Patents and Trademarks

101838738

Document(s) or copy(ies).

Submission Type

- New 9-4-01
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

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.)

Other

Citizenship/State of Incorporation/Organization

09/10/2001 DBYRNE 00000131 75914406

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 400.00 OP

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, D.C. 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

860-275-8200

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text" value="75914406"/>	<input type="text" value="74701787"/>	<input type="text" value="75861012"/>	<input type="text" value="1753673"/>	<input type="text" value="1982844"/>	<input type="text" value="1375495"/>
<input type="text" value="75914405"/>	<input type="text" value="75861011"/>	<input type="text" value="75861009"/>	<input type="text" value="2031784"/>	<input type="text" value="2031782"/>	<input type="text" value="2313920"/>
<input type="text" value="76005012"/>	<input type="text" value="75914404"/>	<input type="text" value="75914403"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

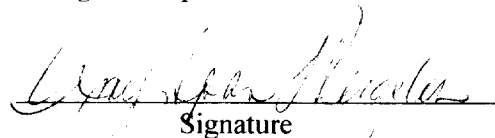
Deposit Account Number: #

Authorization to charge additional fees: Yes 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.

Amy Span Wergeles
Name of Person Signing


Signature

September 4, 2001
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership Corporation Association Other

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 the Assignment.)

Citizenship/State of Incorporation/Organization

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)

75861010	76005013	

**GRANT OF SECURITY INTEREST IN AND MORTGAGE
OF UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BALDWIN GRAPHIC SYSTEMS, INC., a Delaware corporation (the "Grantor"), hereby assigns, grants and mortgages to FLEET NATIONAL BANK, as Administrative Agent, with principal offices at One Landmark Square, Stamford, CT 06901 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

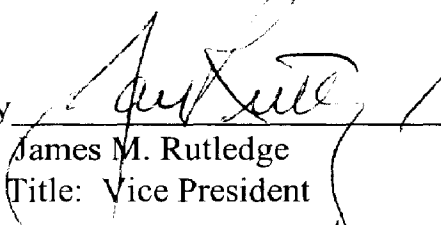
THIS AGREEMENT is entered into to secure the full and prompt performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Subsidiaries Security Agreement dated as of October 31, 2000 among the Grantor, the other assignors from time to time party thereto and the Grantee (as amended from time to time, the "Security Agreement"). Upon the expiration of the Commitment Period (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor such statements, documents or other instruments in writing as may be reasonably requested by Grantor releasing the security interest and mortgage in the Marks and Patents granted under this Agreement.

This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement
as of October 31, 2000.

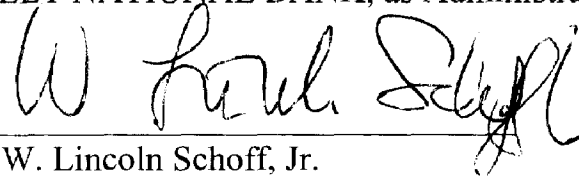
Grantor:

BALDWIN GRAPHIC SYSTEMS, INC.

By 
James M. Rutledge
Title: Vice President

Grantee:

FLEET NATIONAL BANK, as Administrative Agent

By 
W. Lincoln Schoff, Jr.
Title: Senior Vice President

STATE OF CONNECTICUT)
) ss.: Shelton
COUNTY OF FAIRFIELD)

On this 2nd day of November, 2000, before me personally came James M. Rutledge, who, being by me duly sworn, did state as follows: that he is the Vice President of Baldwin Graphic Systems, Inc., he is authorized to execute the foregoing Agreement on behalf of said corporation and he did so by authority of the Board of Directors of said corporation.



Notary Public

HELEN P. OSTER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2001

STATE OF CONNECTICUT)
) ss.: Stamford
COUNTY OF FAIRFIELD)

On this 2nd day of November, 2000, before me personally came W. Lincoln Schoff, Jr., who, being by me duly sworn, did state as follows: that he is the Senior Vice President of Fleet National Bank, that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
AUTOMIX (Stylized)	1,753,673	23-Feb-93
BALDWIN ECONO-MITE	1,982,844	25-Jun-96
CLEANPAC	App 75/914,406	Feb. 2000
DELTA	1,375,495	17-Dec-85
DRYMASTER	App 74/701,787	06-May-99
IMPACT	2,031,784	21-Jan-97
IMPACT THE ABC	2,031,782	21-Jan-97
STANDARD (& Design)		
INKMASTER	75/861,012	30-Nov-99
LITHOPAC	75/914,405	09-Feb-00
PREPAC	2,313,920	01-Feb-00
PRINTPAC	75/861,011	30-Nov-99
QUICKPAC	75/861,009	30-Nov-99
QUIKPAC	App 76/005,012	March 2000
RAPIDPAC	75/914,404	09-Feb-00
ROTOPAC	75/914,403	09-Feb-00
SPEEDPAC	75/861,010	30-Nov-00
SPRINTPAC	App 86/005,013	March 2000

SCHEDULE B

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
ANTI-WRAP DEVICE FOR A WEB PRESS	5,398,610	21-MAR-95
ANTI-WRAP DEVICE FOR A WEB PRESS	5,443,008	22-AUG-95
ANTI-WRAP DEVICE FOR A WEB PRESS	5,678,484	21-OCT-97
ANTI-WRAP DEVICE FOR A WEB PRESS	09/002,755 *	05-JAN-98*
WEB ANTI-WRAP DEVICE FOR A WEB PRINTING PRESS	09/002,940 *	05-JAN-98 *
PRINTING PRESS BLANKET CLEANER	4,972,780	27-NOV-90
PRINTING PRESS BLANKET CLEANER	5,265,537	30-NOV-93
PRINTING PRESS BLANKET CLEANER	5,086,701	11-FEB-92
METHOD AND APPARATUS FOR CARBON DIOXIDE CLEANING OF GRAPHIC ARTS EQUIPMENT	5,107,764	28-APR-92
ROTATING BRUSH CLEANER SYSTEM	5,322,015	21-JUN-94
INTERNAL WORM DRIVE AND OSCILLATING ROLLING ASSEMBLY FOR USE IN INKING SYSTEMS FOR PRINTING PRESSES	5,154,092	13-OCT-92
SPRAY BLANKET CLEANING SYSTEM	5,303,652	19-APR-94
INK LEVEL CONTROL SYSTEM FOR OFFSET PRINTING PRESSES	5,103,728	14-APR-92
CLOTH SUPPLY SYSTEM FOR BLANKET CYLINDER FOR USE IN PRINTING PRESSES	5,176,080	05-JAN-93
AUTOMATIC CLEANING SYSTEM FOR PRESS ROLLERS AND CYLINDERS	5,450,792	19-SEP-95
SYSTEM FOR CONTROLLING PRINTING PRESS AND ACCESSORIES AND AUXILIARIES THEREFOR	08/823625 *	25-MAR-97 *
PRE-PACKED, PRE-SOAKED CLEANING SYSTEM AND METHOD FOR MAKING SAME	5,368,157	29-NOV-94
REISSUE OF 5,368,157	RE35976	01-DEC-98
SOAK ON SITE AND SOAK ON PRESS CLEANING SYSTEM AND METHOD OF USING SAME	09/094,991 *	15-JUN-98 *

* Application - Status Pending (Pat No. = Serial No.; Issue Date = Filing Date)

SCHEDULE B (cont'd)

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
MOUNTING MECHANISM FOR CLOTH ROLLS ON PRESS CYLINDER CLEANING DEVICES	08/897377 *	21-JUL-97 *
CLEANING SYSTEM AND PROCESS FOR MAKING AND USING SAME EMPLOYING A HIGHLY VISCOUS SOLVENT	6,035,483	14-MAR-00
METHOD FOR CLEANING CYLINDERS OF A PRESS UTILIZING PRESS WATER	09/036812 *	09-MAR-98 *
SINGLE POINT QUICK DISCONNECT SPRAY BAR	5,974,965	02-NOV-99
CYLINDER CLEANING DEVICE	09/442296 *	19-NOV-99 *
SPRAY BAR FOR USE WITH WEBS OF DIFFERENT WIDTHS	5,967,418	19-OCT-99
METHOD AND DEVICE FOR CLEANING AN INK ROLLER TRAIN FOR USE IN PRINTING MACHINES	5,367,955	29-NOV-94
FOUNDATION SOLUTION SUPPLY SYSTEM	5,694,846	09-DEC-97
AUTOMATIC CLEANING SYSTEM FOR PRESS ROLLERS AND CYLINDERS	08/449522 *	24-MAY-95 *
DAMPENING FLUID SUPPLY SYSTEM	5,619,920	15-APR-97
DAMPENING FLUID SUPPLY SYSTEM	5,713,282	03-FEB-98
CLEANING SYSTEM AND PROCESS FOR MAKING SAME EMPLOYING REDUCED AIR CLEANING FABRIC	5,974,976	02-NOV-99
SOAK ON SITE AND SOAK ON PRESS CLEANING SYSTEM AND METHOD OF USING SAME	09/211,030 *	14 DEC-98 *
CLEANING SYSTEM AND PROCESS FOR MAKING AND USING SAME EMPLOYING A HIGHLY VISCOUS SOLVENT	09/323335 *	01-JUN-99 *
SOLVENT SYSTEMS FOR REMOVING INK AND IMAGED COATING FROM PRINTING PLATES AND METHOD OF USING SAME	60/133576 *	11-MAY-99 *
AN ADJUSTABLE MATTE FOR HANDING SHEETS IN A PRINTING PRESS AND METHOD OF USING SAME	09/520851 *	07-MAR-00 *
CYLINDER CLEANING DEVICE	09/245,031 *	05-FEB-99 *

* Application - Status Pending (Pat No. = Serial No.; Issue Date = Filing Date)

SCHEDULE B (cont'd)

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
METHOD AND APPARATUS FOR FEEDING COOLANT LIQUID AND SEPARATING AND RECOVERING IT IN CUTTING MACHINE AND GRINDING MACHINE	08/945,291 *	14-OCT-97 *
CYLINDER CLEANING METHOD	6,042,655	28-MAR-00
CYLINDER CLEANING DEVICE AND CLEANING METHOD	09/023,814 *	13-FEB-98 *
PACKAGE OPENING METHOD AND APPARATUS	09/032,961 *	02-MAR-98 **
PACKAGE OPENING METHOD AND APPARATUS	09/464,910 *	17-DEC-99 *
PRINTING PLATE OR PRINTED PRODUCT IDENTIFYING APPARATUS	09/124,552 *	29-JUL-98 *
DAMPENING WATER FEEDING METHOD AND APPARATUS	09/174,852 *	19-OCT-98 *
OPTICAL COLOR SENSOR AND COLOR PRINT INSPECTING APPARATUS	09/197,254 *	20-NOV-98 *
PRESSUE PAD AND CYLINDER CLEANING APPARATUS	09/246,455 *	09-FEB-99 *
CYLINDER CLEANING APPARATUS	09/251,524 *	17-FEB-99 *
OPTICAL SENSOR	09/292,469 *	15-APR-99 *
CYLINDER CLEANING APPARATUS	09/432,308 *	02-NOV-99 **
CYLINDER CLEANING DEVICE AND CYLINDER CLEANING FABRIC USED THEREFOR	08/813,535 *	07-MAR-97 *
DAMPENING WATER CIRCULATION SYSTEM FOR OFFSET PRESS	5,735,204	07-APR-98
APPARATUS AND METHOD FOR DETECTING PRINTING PRESS WEB BREAKAGE	5,652,388	29-JUL-97

* Application - Status Pending (Pat No. = Serial No.; Issue Date = Filing Date)