

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):  
Check Technology Canada Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other Ontario corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other TRADEMARK COLLATERAL AGREEMENT
- Merger
- Change of Name

Execution Date: 02/25/2002

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank  
Internal  
Address: \_\_\_\_\_

Street Address: 111 West Monroe Street  
City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Illinois Banking Corporation

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 registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,582,308  
1,582,309

Additional number(s) attached  Yes  No

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

Name: Susan J. Lilyquist

Internal Address: slilyquist@lindquist.com

Street Address: 4200 IDS Center  
80 South Eighth Street

City: Minneapolis State: MN Zip: 55402-2205

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500837

#### DO NOT USE THIS SPACE

9. Signature.

Susan J. Lilyquist  
Name of Person Signing

Susan J. Lilyquist  
Signature

February 27, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 9

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

## TRADEMARK COLLATERAL AGREEMENT

As of the 20th day of December, 2001, Check Technology Canada Ltd., an Ontario corporation ("*Debtor*") with its principal place of business and mailing address at 5030 Timberlea Blvd., Mississauga, Ontario, Canada, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

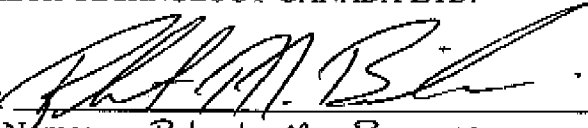
to secure performance of all Obligations of the Debtor as set out in that certain General Security Agreement bearing even date herewith between the Debtor and Agent (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

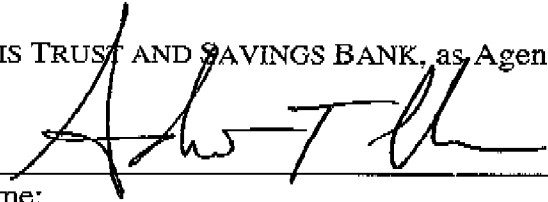
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CHECK TECHNOLOGY CANADA LTD.

By   
Name: Robert M. Barnickis  
Title: CFO

HARRIS TRUST AND SAVINGS BANK, as Agent

By   
Name: \_\_\_\_\_  
Title: ANDREW T. CLAAR  
VICE PRESIDENT

STATE OF Minnesota )  
 ) SS  
COUNTY OF Hennepin )

I, Jana C. Graney a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert M. Bariskis, of Check Technology Canada Ltd., an Ontario corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CEO, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25<sup>th</sup> day of February, 2002.



Jana C. Graney  
Notary Public

Jana C. Graney  
(Type or Print Name)

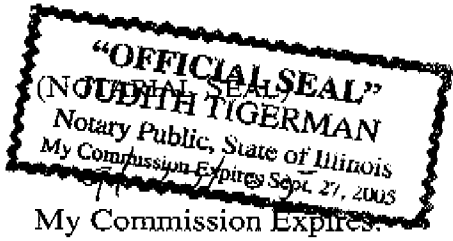
My Commission Expires:

January 31<sup>st</sup>, 2005

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Judith Tigerman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew T. Clear, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28 day of January, 2002.



Judith Tigerman  
Notary Public

JUDITH TIGERMAN  
(Type or Print Name)

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
DELPHAX	1582308	02/13/1990
DELPHAX and design	1582309	02/13/1990

**TRADEMARK APPLICATIONS**

**NONE**

**COMMON LAW MARKS AND TRADE NAMES**

None

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None