

03-19-2002



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RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

OFFICE OF PUBLIC RECORDS

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

1. Name of conveying party(ies): 2002 FEB 25 AM 11: 58
The Relizon Company
 Individuals Association
 General Partnership - Limited Partnership:
 Corporation - State: Delaware 2-25-02
 Other:
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Interest Change of Name
 Other -
Execution Date: January 25, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s): 78/018861 and 76/184912 (highlighted on attached Schedule A)

Name and address of receiving party(ies):
Name: The Bank of Nova Scotia
Internal Address: _____
Street Address: 181 West Madison Street
City: Chicago State: Illinois ZIP: 60602
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - Collateral Agent
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

Trademark Registration No.(s): 1312802 and 642360 (highlighted on attached Schedule A)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Francis L. McGrath, Legal Assistant
Internal Address: White & Case LLP
Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 4
7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency
8. Deposit account number: 23-1705 (in case of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

03/18/2002 6TON11 00000079 78018861
01 FC:481 40.00 OP
02 FC:482 75.00 OP

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.
Francis L. McGrath 2-25-2002
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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REGISTERED TRADEMARKS

Description	Country	Reg. No.	Reg. Date
BUFF-EYE-TONE and Design	U.S.	393,735	2/3/1942
CLEAN-PERF	U.S.	1,547,295	7/11/1989
COPY RIGHT	U.S.	1,361,070	9/17/1985
DATAMERGE	U.S.	1,780,840	7/6/1993
DATAMERGE and Design	U.S.	1,770,782	5/11/1993
DATASEAL	U.S.	1,639,041	3/26/1991
DEALER IMAGE	U.S.	1,337,373	5/21/1985
FAVORITE BOND	U.S.	393,363	2/10/1942
FORMS YOU CAN COUNT ON	U.S.	1,240,291	5/31/1983
GREEN-EYE-TONE and Design	U.S.	393,736	3/3/1942
INTEGRAGUARD	U.S.	2,008,945	10/15/1996
KOPY-LOC (Stylized)	U.S.	1,201,993	7/20/1982
OUR COMMITMENT COMES IN MANY FORMS	U.S.	1,675,032	2/11/1992
OUR COMMITMENT COMES IN MANY FORMS	U.S.	1,679,665	3/17/1992
PAYWRITE (Stylized)	U.S.	440,705	9/21/1948
PERFECTLY SIMPLE, YET SIMPLY PERFECT	U.S.	2,000,258	9/10/1996
POST RITE	U.S.	1,057,607	2/1/1997
POST RITE (Stylized)	U.S.	625,417	4/15/1956
PRIME	U.S.	1,389,493	4/8/1985
PROTECT-A-SEAT	U.S.	1,206,829	8/31/1982

Description	Country	Reg. No.	Reg. Date
REALIZE THE ADVANTAGE	U.S.	2,028,708	1/7/1997
RECEIPT RITE	U.S.	1,043,485	7/13/1976
REYNOCO	U.S.	252,070	1/22/1929
SANS-COPY	U.S.	697,830	5/17/1960
SIMPLICITY SERIES	U.S.	1,773,586	5/25/1993
SUPERSLIP	U.S.	1,250,343	
VANIER GRAPHICS CORPORATION and Design	U.S.	1,171,211	9/29/1981
VENETIAN	U.S.	2,164,761	6/9/1998
W (Stylized)	U.S.	1,242,816	6/21/1983
WARRANTY PRO ¹	U.S.	1,553,546	8/29/1983
WILMER	U.S.	1,208,210	9/14/1982
WILMER "SERVICE" LINE (Stylized)	U.S.	1,217,520	11/23/1982
WILMER ONE-WRITE ORGANIZER	U.S.	2,065,378	5/27/1997
WILMER ONE-WRITE ORGANIZER PERFECTLY SIMPLE, YET SIMPLY PERFECT and Design	U.S.	2,084,257	7/29/1997
WILMERSET	U.S.	1,248,971	8/23/1983
A THE ARNOLD CORPORATION and Design	U.S.	1,312,802	1/1/85
AUTO-POST (Stylized)	U.S.	642,360	3/5/57

¹ Subject to License Agreement entered into on June 12, 1998 between Reynolds and Reynolds Holdings, Inc. and J&L Services, Inc. for the trademark WARRANTY PRO.

PENDING TRADEMARK APPLICATIONS

Description	Country	App. #
MARKET TO WIN	U.S.	78/014,589
PRINT TO WIN	U.S.	75/824,344
THE RELIZON COMPANY	U.S.	78/018,861
RELIZON and Design	U.S.	76/184,912

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The Relizon Company, a Delaware corporation (the "Grantor"), hereby grants to The Bank of Nova Scotia, as Collateral Agent, with principal offices at 181 West Madison Street, Chicago, Illinois 60602 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the 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 issued patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated 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 GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, certain affiliates and subsidiaries of the Grantor, lenders from time to time party thereto and the Grantee, dated as of August 4, 2000 (as amended from time to time, the "Security Agreement").

This Grant of Security Interest has been granted 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 Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the ____ day of _____, 2001.

The Relizon Company, Grantor

By: Timothy J. Schurin
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Collateral Agent, Grantee

By: N. Bell
Name: **N. BELL**
Title: **ASSISTANT AGENT**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26 day of November 2001, before me personally came Timothy Schiner who, being by me duly sworn, did state as follows: that [s]he is CFO & Sr U.P. of The Relizon Company, that [s]he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Patsy Trausherg
Notary Public

GA
STATE OF ~~NEW YORK~~)
Fulton) ss.:
COUNTY OF ~~NEW YORK~~)

On this 25th day of January 2002, before me personally came
N. Bell who, being by me duly sworn, did state as follows: that
[s]he is Assistant Agent of The Bank of Nova Scotia, that [s]he is authorized to execute
the foregoing Grant of Security Interest on behalf of said corporation and that [s]he did so by
authority of the Board of Directors of said corporation.

Vicki H. Gibson

Notary Public

Notary Public, Gwinnett County, Georgia
My Commission Expires April 30, 2005

PATENT LICENSES

1. License Agreement entered into December 20, 1990 between Wallace Computer Services, Inc. and Vanier Graphic Corporation for the use of the Wallace patent 4,425,386 (Wal-Spot Product).
2. License Agreement entered into August 7, 1997 between Ralph Wicker DBA the Wilcker Group and Crain-Drummond Inc. for the use of Patent Nos. 5,018,767; 5,193,853; 5,271,645 and 5,454,598.