04-04-2002

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

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

Tab settings ⇨⇨⇨

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

1. Name of conveying party(ies):
Mediacopy Texas, Inc.; Mediacopy; Mediacopy, L.L.C.

3/13/02

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation-State
- [X] Other Nevada limited liability company

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 2200 Ross Avenue 4th Floor

City: Dallas State: TX Zip: 75201

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [X] Other New York 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

OFFICE OF PUBLIC RECORDS
2002 MAR 13 AM 9:18
FINANCE SECTION

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [X] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 02/25/2002

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

A. Trademark Application No.(s) 2,131,597
2,342,392

B. Trademark Registration No.(s) 76/056,223

Additional number(s) attached [ ] Yes [X] No

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

Name: Martin Korn

Internal Address: Locke Liddell & Sapp LLP

Street Address: 2200 Ross Ave., Ste. 2200

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: ..... 3

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

- [X] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

12-1781

DO NOT USE THIS SPACE

9. Signature.

| Martin Korn | Martin Korn | March 5, 2002 |
|---|---|---|
| Name of Person Signing | Signature | Date |

Total number of pages including cover sheet, attachments, and document: 7

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

04/03/2002 TDIAZ1 00000066 2131597
01 FC:481 40.00 OP
02 FC:482 50.00 OP

# SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of February 26, 2002, is executed by MEDIACOPY TEXAS, INC., a Delaware corporation, 1390 Don Haskins Drive, El Paso, Texas 79936, Attention: Mr. Jerry Drozd (the "Borrower"), MEDIACOPY, a California corporation, 1390 Don Haskins Drive, El Paso, Texas 79936, Attention: Mr. Jerry Drozd, and MEDIACOPY, L.L.C., a Nevada limited liability company, 1390 Don Haskins Drive, El Paso, Texas 79936, Attention: Mr. Jerry Drozd (MEDIACOPY and MEDIACOPY, L.L.C., together with the Borrower, referred to collectively as "Debtors"), in favor of JPMORGAN CHASE BANK, a New York banking corporation ("JPMorgan Chase"), not in its individual capacity but solely as agent for itself and each of the other banks or lending institutions (each a "Lender" and, collectively, the "Lenders") which is or may from time to time become a signatory to the Credit Agreement (hereinafter defined) or any successor or permitted assignee thereof (JPMorgan Chase in such capacity, together with its successors in such capacity, the "Agent"), 2200 Ross Avenue, Fourth Floor, Dallas, Texas 75201.

## RECITALS:

A. The Borrower, the Agent, and the Lenders have entered into that certain Credit Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, being hereinafter referred to as the "Credit Agreement").

B. Pursuant to the Credit Agreement, Debtors and the Agent have entered into that certain Security Agreement of even date herewith (as the same has been and may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which Debtors have granted to the Agent a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, at any time owned by Debtors, or any of them, including without limitation those described on Exhibit "A" hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the Agent's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Each Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, the Agent for the pro rata benefit of the Lenders, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), in and to such Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof

(including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as (i) all of the Secured Obligations have been completely paid and performed in full, and (ii) all Commitments (as defined in the Credit Agreement) have terminated, the Agent shall release its security interest in each Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Each Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the Agent and Debtors. This Assignment shall be binding upon Debtors and their respective successors and permitted assigns, and shall inure to the benefit of the Agent and its successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE LAWS OF THE UNTIED STATES OF AMERICA.** By receiving this Assignment, the Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

MEDIACOPY TEXAS, INC.,
a Delaware corporation

By: Gerald Drozd
Name: Gerald Drozd
Title: CFO

MEDIACOPY,
a California corporation

By: Gerald Drozd
Name: GERALD DROZD
Title: CFO

JPMORGAN CHASE BANK,
as Agent

By:
Name: Kirk L Stites
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me Vickie Rainwater Carbitcher on this day personally appeared Gerald Drozd, of MEDIACOPY TEXAS, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 25th day of February, 2002.

VICKIE RAINWATER CARBITCHER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
DEC. 23, 2003

[SEAL]

Vickie Rainwater Carbitcher
Notary Public - State of Texas

Vickie Rainwater-Carbitcher
Printed Name of Notary Public

My Commission Expires:

12-23-02

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me Vickie Rainwater Carbitcher on this day personally appeared Gerald Drozd, of MEDIACOPY, a California corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 25th day of February, 2002.

VICKIE RAINWATER CARBITCHER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
DEC. 23, 2003

[SEAL]

Vickie Rainwater Carbitcher
Notary Public - State of Texas

Vickie Rainwater-Carbitcher
Printed Name of Notary Public

My Commission Expires:

12-23-02

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me Vickie Rainwater Carbitcher on this day personally appeared Kirk L Stites, of JPMORGAN CHASE BANK, a New York banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 25th day of February, 2002.

[SEAL]

VICKIE RAINWATER CARBITCHER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
DEC. 23, 2003

Notary Public - State of Texas

My Commission Expires:

12-23-03

Vickie Rainwater-Carbitcher

Printed Name of Notary Public

EXHIBIT "A"
To
SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

REGISTRATIONS

| Registration No. | Mark | Registration Date |
|---|---|---|
| 2,131,597 | MEDIACOPY | 01/27/98 |
| 2,342,392 | MEDIACOPY | 04/18/00 |

APPLICATIONS

| Application Serial No. | Mark | Filing Date |
|---|---|---|
| 76/056,223 | Logo | 05/24/00 |

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