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Form PTO-1594
1-31-92

RE

U.S. DEPARTMENT OF COMMERCE
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):

Kelmscott Communications LLC

☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership

☐ Corporation
x Other - Delaware Limi ted 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: 270 Park Avenue

City: New York State: New York Zip Code: 10017

☐ Individual(s) citizenship

☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-
x 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

3. Nature of conveyance:

☐ Assignment ☐ Merger
x Security Interest ☐ Change of Name
☐ Other

Execution Date: March 15, 2002

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

A. Trademark Application No.(s)

75/686947 76/141085
76/166232 76/270236

Trademark Registration No.(s)

2418395

Additional numbers attached? ☐ Yes x No

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): $ 140.00

x Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in case of deficiency)

(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.

Helen Bruno — Name of Person Signing
H. Bruno — Signature
June 6, 2002 — Date

Total number of pages comprising cover sheet: 9

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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01 FC:481 40.00 OP
02 FC:482 100.00 OP

SECURITY INTEREST AGREEMENT
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, KELMSCOTT COMMUNICATIONS LLC, a Delaware limited liability company (the "Debtor") with principal offices at 595 Market Street, #2750, San Francisco, CA 94105, hereby grants to JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York), as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017 (the "Creditor"), a security interest in all of the Debtor's right, title and interest in and to (i) the United States trademarks, trademark registrations and trademark applications (the "Schedule A Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Schedule A Marks, (iii) the goodwill of the businesses with which the Schedule A Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Schedule A Marks or unfair competition regarding the same.

Debtor also has filed trademark applications based on an intention to use marks in commerce pursuant to 15 U.S.C. §1051(b), Lanham Act §1(b), as set forth on Schedule B attached hereto (the "Schedule B Mark(s)"). Debtor acknowledges the provisions of Lanham Act §10 stating that no application to register a mark under Lanham Act §1(b) shall be assignable prior to the filing of an Amendment to Allege Use under Lanham Act §1(c) or a Statement of Use under Lanham Act §1(d), except for an assignment to a successor to the business, or portion thereof, of which the mark pertains, if that business is ongoing and existing. Accordingly, Debtor agrees to grant to Creditor a security interest in all of the Debtor's right, title and interest in and to (i) any mark listed in Schedule B only upon such time as an Amendment to Allege Use

or Statement of Use has been filed and accepted by the Patent and Trademark Office with respect to the mark and the mark actually has been used in commerce, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Schedule B Mark, (iii) the goodwill of the businesses with which the Schedule B Mark is associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Schedule B Marks or unfair competition regarding the same

This SECURITY INTEREST AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Debtor, as such term is defined in the Security Agreement among the Debtor and the Creditor, dated as of June 30, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Creditor shall, upon such satisfaction, execute, acknowledge, and deliver to the Debtor an instrument in writing releasing the security interest in the Schedule A Marks and Schedule B Marks acquired under this Security Interest Agreement.

This Security Interest has been granted in conjunction with the security interest granted to the Creditor under the Security Agreement. The rights and remedies of the Creditor 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 Security Interest 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 Security Interest Agreement as of the 15 day of March, 2002.

KELMSCOTT COMMUNICATIONS LLC, as Debtor

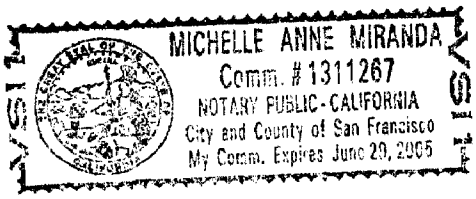
By: _____
Name: J. McBride
Title: CEO

JPMORGAN CHASE BANK (f/k/a Morgan Guaranty Trust Company of New York), as Collateral Agent and Creditor

By: _____
Name: Anna Marie Fallon
Title:

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On this 15 day of March 2002, before me personally came James D. McBride who, being by me duly sworn, did state as follows: that he is CFO of Kelmscott Communications LLC, that he is authorized to execute the foregoing Security Interest Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

WD 020502/1-1221525/973937/ v1 12/7/2001 11:28 AM (2K)
NEW YORK 795932 v2 [b25802!.DOC]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 7th day of ~~August~~ September 2001.

KELMSCOTT COMMUNICATIONS LLC, as Assignor

By: _____
Name:
Title:

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Collateral Agent and Assignee

By: _____
Name: Anna Marie Fallon
Title: VP

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

On this 7 day of ~~August~~ SEPTEMBER, 2001, before me personally came Anna Fallon who, being by me duly sworn, did state as follows: that she is Vice President of Morgan Guaranty Trust Company of New York, that she is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

Arlene N. Gibbs
Notary Public

ARLENE N. GIBBS
Notary Public, State of New York
No. 01GI6025531
Qualified in Nassau County
Commission Expires June 1, 2003

SCHEDULE A

MARK	OWNER	COUNTRY	APP. NO. APP. DATE	REG. NO. REG. DATE
KELMSCOTT COMMUNICATIONS	Kelmscott Communications LLC	United States	75/709,806 05/19/99	2,418,395 01/02/01
Miscellaneous Design	Kelmscott Communications LLC	United States	75/686,947 04/20/99	

SCHEDULE B

MARK	OWNER	COUNTRY	APP. NO. APP. DATE	REG. NO. REG. DATE
ASCENTRA COMMUNICATIONS	Kelmscott Communications LLC	United States	76/166,232 11/16/00	
ASCENTRA NEW MEDIA	Kelmscott Communications LLC	United States	76/141,085 10/04/00	
CEREUS GRAPHICS	Kelmscott Communications LLC	United States	76/270,236 06/11/01	