

07-30-2002



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

FINANCE SECTION

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New 07-24-02
- Resubmission (Non-Recordation)
- Document ID#
- Correction of PTO Error
Reel# Frame#
- Corrective of PTO Error
Reel# Frame#

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name Effective Date Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying 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 If document to be recorded is an assignment And the receiving party is not domiciled in the domiciled

Corporation Association

Other

Citizenship/State of Incorporation

FOR OFFICE USE ONLY

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 date needed to complete the Cover Sheet. Send comments regarding this burden 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, C.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SENT 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

07/29/2002 RAHMED1 00000046 75632245
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01 FC:481
100.00 OP
FC:482

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

314-259-2000

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

#

12

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached*

Enter either the Transaction Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Numbers

75632245

Registration Numbers

2418255

2192525

1848193

2488285

Number of Properties

Enter the total number of properties involved

#

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

140.00

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:

#

02-4467

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

Daniel A. Crowe

Name of Person Signing



Signature

7-19-02

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "**IP Security Agreement**") is made and effective as of April 12, 2002, by **PHOTO STENCIL, LLC**, a Delaware limited liability company (including any successor or permitted assignee thereof, "**Grantor**"), in favor of **BANC OF AMERICA STRATEGIC SOLUTIONS, INC.**, (including any successor, participant, assignee or transferee thereof, "**Lender**"). Capitalized terms used herein without definition have the respective meanings assigned in that certain Loan, Pledge and Security Agreement, as amended, entered into by and between Eagle Electronics, LLC, a Delaware limited liability company, Grantor, IC Interconnect, a Delaware limited liability company and Lender dated of even date herewith (the "**Loan Agreement**").

RECITALS

WHEREAS, Lender and Eagle Electronics entered into that certain Note Purchase Agreement of even date herewith (the "**Note Purchase Agreement**"), wherein Lender sold to Eagle Electronics a \$15.5 Million Note and a \$4 Million Note, together with all of Lender's rights, privileges, obligations, duties, responsibilities and liabilities pursuant to the Loan Documents as such terms are defined in the Note Purchase Agreement, and in exchange, Borrowers have agreed to enter into a Note payable to Lender in the original principal amount of \$3,721,706.05, and Lender will receive a 49% membership interest in Eagle Electronics pursuant to that certain Limited Liability Company Agreement of even date herewith;

WHEREAS, Eagle Electronics entered into that certain Agreement for Purchase and Sale by and between Eagle Electronics and Evergreen Electronics, LLC ("**Evergreen**") of even date herewith, wherein Eagle Electronics will acquire all of the assets of Evergreen, including one hundred percent of the membership interests of each of Photo Stencil and ICI.

WHEREAS, in order to induce Lender to enter into the Note Purchase Agreement, Photo Stencil has agreed to enter into this IP Security Agreement and to grant to Lender a security interest in the Collateral (as defined herein) including, but not limited to, (1) copyrights, copyright applications and the like listed on Schedule A, (2) patents, patent applications, inventions and the like listed on Schedule B attached hereto, and (3) trademarks or service marks, applications of such, trade names and the like listed on Schedule C attached hereto, to secure the payment of all amounts owing under the Loan Agreement..

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in, to and under the following property and rights (collectively, the "Collateral"):

(a) Any and all tangible and/or copyrightable works of authorship and copyrights therein, whether statutory or common law, registered or unregistered, now or hereafter

existing or in force throughout the world including, without limitation, all of Grantor's right, title and interest in, to and under all works of authorship, unregistered copyrights and all registered copyrights in the United States and throughout the world including, but not limited to, all treaty and convention rights, all applications, registrations, supplementary registrations, extensions and renewals of any thereof, licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, but not limited to, those set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) Any and all types of exclusionary or protective rights granted (or applications therefor) for designs and inventions in any country of the world including, but not limited to, all treaty and convention rights (including, without limitation, all utility patents, design patents, utility models, inventor's certificates, and the like), and any and all patents, reissues, reexaminations, extensions, and supplementary protections certificates thereof, and all patent applications (including, without limitation, all provisional, divisional, continuation, continuing, reissue, continuation-in-part, patent cooperation treaty, and foreign counterpart applications), licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule B hereto (collectively, the "Patents"); and

(c) Any and all: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, and/or other sources of business identifiers used in any country in the world including, but not limited to, all treaty, convention, and common law rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired; (ii) all applications, registrations, recordings and renewals thereof or therefor, in or with any national, state or local governmental authority of any country, or community or collective authority or agency (except for "intent to use" applications for trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed); and (iii) all licenses therefor; together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule C hereto (collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes Lender to request the United States Copyright Office, the United States Patent and Trademark Office, and all analogous foreign government offices and agencies (and any other any state, governmental, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interests in, to and under the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), Grantor shall immediately execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral, and any and all goodwill associated therewith, to Lender. Subject to the provisions of this Agreement and the Loan Agreement, Grantor reserves the exclusive right, to own and use the Collateral and to exercise all rights derived therefrom.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to or the identification of any intellectual property (or applications, registrations, patents, or licenses therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the

signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Covenants.

(a) Grantor (either itself or through licensees) will (A) continue to use each Trademark on or in connection with Grantor's applicable goods and/or services in order to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, (B) maintain as in the past at least the same quality of products and services offered under each such Trademark, (C) employ each such Trademark with the appropriate notice of registration and ownership, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of any Trademark unless within 30 days after such use or adoption, Lender, for its benefit, shall obtain a perfected security interest in such mark pursuant to this IP Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any Trademark may become invalidated, abandoned, canceled, unenforceable, and/or weakened.

(b) Grantor will not do any act, or omit to do any act, whereby any Patent may become abandoned and will timely pay all maintenance and annuity fees due in connection with each Patent and will timely and properly prosecute any and all Patent applications.

(c) Grantor will not do or permit any act or omit to do any act whereby any Copyright or Copyright License may lapse or become invalid, canceled, unenforceable, or placed in the public domain except upon expiration at the end of an unrenovable term of a registration thereof.

(d) Grantor will promptly notify Lender if Grantor knows, or has reason to know, that any application relating to any Patent or any Copyright may become abandoned or dedicated, or of any adverse determination or material development regarding Grantor's Trademarks, Patents and Copyrights (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court, tribunal, agency, office, administrative body, and/or other governing authority in any country, as the case may be) regarding Grantor's ownership of any Patent, Copyright or Trademark or its right to patent or register the same or to keep and maintain the same.

(e) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent, Copyright or for the registration of any Trademark with the United States Patent and Trademark Office or United States Copyright Office, as the case may be, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall: (i) promptly record Lender's security interest with any and all such offices and/or agencies; and (ii) report such filing and recording to Lender within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Lender, Grantor shall execute and deliver any and all reasonably necessary agreements,

instruments, documents, and papers as Lender may request to evidence Lender's security interest in any newly filed Patent, Copyright or Trademark (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(f) Grantor will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent, each Copyright and each registration of Trademarks, including, without limitation, payment of all maintenance and annuity fees, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(g) In the event Grantor knows or has reason to know that any Patent, Copyright or Trademark included in the Collateral is being and/or may be infringed, misappropriated, or diluted by a third party, Grantor shall promptly notify Lender after it learns thereof and shall promptly sue for infringement, misappropriation or dilution, or take other actions as Grantor shall deem appropriate under the circumstances to protect such Patent, Copyright or Trademark.

(h) Notwithstanding any provision of this **Section 5**, and so long as no Event of Default, as defined in the Loan Agreement, has occurred, Grantor shall not be obligated by this **Section 5** to take any action or refrain from taking any action with respect to any item of Collateral if Grantor has timely disclosed such Collateral that Grantor believes that such action or the failure to act shall not have a Materially Adverse Effect (as defined in the Loan Agreement) upon Grantor to Lender, and Lender has consented to such action or the failure to act with respect to such Collateral in writing.

6. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.

7. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one

and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement, the provisions of this Agreement shall govern.

Signatures Appear on Next Page

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

PHOTO STENCIL, LLC
(as Grantor)

By: _____

Name:

Title:

By: _____

Name: Larry Heitz

Title: Manager

Address: 1045 Elkton Drive
Colorado Springs, CO 80907

Facsimile: ()

WITNESS:

**BANC OF AMERICA STRATEGIC
SOLUTIONS, INC.**
(as Lender)

By: _____

By:  _____

Name: Charles W. Davis

Title: Senior Vice President

Address: 100 North Broadway
St. Louis, MO 63102

Facsimile: (314) 466-2207

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: _____
Name:
Title:

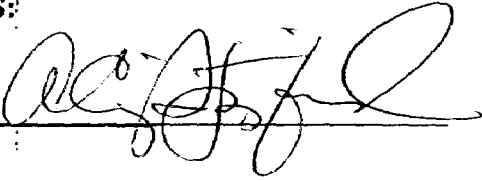


PHOTO STENCIL, LLC
(as Grantor)

By: _____
Name: Larry Heitz
Title: Manager

Address: 4725 Centennial Boulevard
Colorado Springs, CO 80907

Facsimile: ()

WITNESS:

By: _____

**BANC OF AMERICA STRATEGIC
SOLUTIONS, INC.**
(as Lender)

By: _____
Name: Charles W. Davis
Title: Senior Vice President

Address: 100 North Broadway
St. Louis, MO 63102

Facsimile: (314) 466-2207

ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF El Paso

SS

Before me, the undersigned, a Notary Public, on this 12th day of April, 2002, personally appeared Larry Heitz to me known personally, who, being by me duly sworn, did say that he is the Manager of PHOTO STENCIL, LLC and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said PHOTO STENCIL, LLC by authority of its members, and the said Larry Heitz acknowledged said instrument to be his free act and deed.

Jessica K. HUGHAN
Notary Public

My Commission Expires: 11-01-2004



My Commission Expires 11-01-2004

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

II. Pending Copyright Applications

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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III. Unregistered Copyrights

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
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IV. Copyright Licenses

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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SCHEDULE B

PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
5947021	USA	Sept. 7, 1999	Metal Squeege Blade with Titanium Nitride Coating

*Photo Stencil, Fac.
no recollections*

II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
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III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number/ Serial Number</u>	
L-Fab	U.S.	2,418,255	1/2/02
E-Blade	U.S.	2,192,525	
E-Fab	U.S.	1,848,193	

Photo Genet LLC

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
H-Fab		U.S.	75/632,245	2/2/99	Pending
C-Fab		U.S.	75/632,139	2/2/99	NOA - 10/10/00
			<u>2,488,285</u>	9/11/01	

III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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