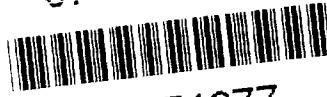


To the Honorable Comr
Please record the att:

07-31-2002

emarks:
F.



102174677

Street Address: Bell & Howell Imaging Components L.L.C.
City: 3400 West Pratt Avenue
State/Zip Code: Lincolnwood
Entity: Illinois 60712

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership

___ Corporation of _____

Other Delaware limited liability company

Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:

___ yes ___ no

(The attached document must not be an assignment)

Additional name(s) and addresses attached:
___ yes no

1. Name of Party(ies) conveying an interest:

Bell & Howell Imaging Company
3400 West Pratt Avenue
Lincolnwood, Illinois 60712



07-25-02

Entity:

___ Individual(s) ___ Association

___ General Partnership ___ Limited Partnership

Corporation of Delaware

___ Other _____

Additional name(s) of conveying party(ies) attached:

___ yes no

3. Description of the interest conveyed:

Assignment ___ Change of Name ___ Other:

___ Security Agreement ___ Merger

Execution date of the attached document February 3, 2001

4. Application number(s) or registration number(s). Additional sheet attached? ___ yes ___ no

A. Trademark Application No.(s)
75/756,184

B. Trademark Registration No.(s)
1,695,821

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

Name: Joanne Ludovici-Lint, Esq.
FIRM: McDermott, Will & Emery
Address: 600 13th Street, N.W.
City/State/Zip: Washington, D.C. 20005-3096

6. Number of applications and registrations involved: 2

7. ___ The \$_____ filing fee is enclosed.

8. Please charge the \$65.00 filing fee to Deposit Account No. 500417. (duplicate copy of this page attached)

9. Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 500417.

07/30/2002 TDIAZ1 00000126 500417 75756184
01 FC:481 40.00 CH
02 FC:482 25.00 CH

DO NOT USE THIS SPACE

10. 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.

Joanne Ludovici-Lint, Esq.
Name of Person Signing

[Signature]
Signature

July 25, 2002
Date

Total number of pages comprising coversheet: 1

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, dated February 3, 2001 (this "Bill of Sale"), is being executed and delivered by and between Bell & Howell Imaging Company, a Delaware corporation ("Seller"), and Bell & Howell Imaging Components L.L.C., a Delaware limited liability company ("Buyer").

WHEREAS, Seller desires to sell and assign to Buyer all right, title and interest in and to, and all liability with respect to, the assets (the "Scanner Assets"), liabilities (the "Scanner Liabilities") and personnel (including employees) (the "Scanner Personnel") of Seller related to the development, manufacture or assembly, sale and distribution of document imaging scanners, all of which are listed on Exhibit A attached hereto, and Buyer desires to acquire and assume such Scanner Assets, Scanner Liabilities and Scanner Personnel;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller hereby sells, transfers, assigns, conveys and delivers to and vests in Buyer, its successors and assigns forever, all of Seller's right, title and interest in and to the Scanner Assets; and Buyer acknowledges the receipt of the Scanner Assets and further acknowledges that the Scanner Assets are sold to Buyer AS IS AND WITH ALL FAULTS.
2. Seller hereby transfers and assigns to Buyer, and Buyer hereby assumes and agrees to pay and perform all of the Scanner Liabilities.
3. Seller hereby transfers and assigns to Buyer, and Buyer hereby assumes and agrees to perform all rights and obligations related to the employment of the Scanner Personnel.
4. Each party hereby covenants that at any time after the delivery of this Bill of Sale, upon the request of the other, and without further consideration, such party will execute and deliver such other instruments of conveyance and transfer or assignment and assumption and take such other action as may be reasonably requested in order to more effectively sell, transfer, assign, deliver and vest in Buyer title to and possession of the Scanner Assets, and all obligation and responsibility with respect to the Scanner Liabilities and the Scanner Personnel.

6. This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflict of laws principles thereof.

8. This Bill of Sale may not be amended, modified, substituted or supplemented except pursuant to a written instrument signed by both parties.

9. This Bill of Sale and the sale, transfer, conveyance, assignment and delivery provided for herein shall be deemed to be effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first written above.

SELLER:

BELL & HOWELL IMAGING COMPANY

By: 

Name: DAVID J. DELEON

Title: PRESIDENT

BUYER:

BELL & HOWELL IMAGING
COMPONENTS L.L.C

By: _____

Name: _____

Title: _____

1106 3642701-2 025028 0091

TRADEMARK
REEL: 2552 FRAME: 0686

- 5. If any provision of this Bill of Sale is deemed to be invalid, illegal or unenforceable, such provision shall be ineffective to the extent, but only to the extent of, such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Bill of Sale.
- 6. This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflict of laws principles thereof.
- 8. This Bill of Sale may not be amended, modified, substituted or supplemented except pursuant to a written instrument signed by both parties.
- 9. This Bill of Sale and the sale, transfer, conveyance, assignment and delivery provided for herein shall be deemed to be effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first written above.

SELLER:

BELL & HOWELL IMAGING COMPANY

By: _____
Name: _____
Title: _____

BUYER:

**BELL & HOWELL IMAGING
COMPONENTS L.L.C**

By: *Todd W. Buchwalt*
Name: Todd W. Buchwalt
Title: _____

1. Patents, etc.

Docket No.	App No	App Date	Next Action	Due Date	Title
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2. Trademarks, etc.

Docket No.	Country	App. No.	App. Date	Reg. No.	Reg. Date	Next Action	Due Date	Trademark
31616US0	United States	74/09679	September 13, 1990	1693821	June 23, 1992	RENEWAL	June 23, 2002	COFISCAN
31206FR01	France	93482158	September 2, 1993	93482158	September 2, 1993	RENEWAL	September 1, 2003	COFISCAN
31281SE01	Sweden	93-4346	May 7, 1993	253483	February 18, 1994	RENEWAL	February 18, 2004	COFISCAN
31485GT01	Guatemala	8561-95	November 21, 1993	82944	January 16, 1997	RENEWAL	January 15, 2007	COFISCAN
31560VE01	Venezuela	8684/93	May 18, 1993	F178314	July 10, 1993	RENEWAL	July 10, 2005	COFISCAN
31561UY01	Uruguay	274402	December 6, 1994	28766	October 23, 1996	RENEWAL	October 23, 2006	COFISCAN
31562AR01	Argentina	1880877	June 2, 1993	1515678	April 29, 1994	RENEWAL	April 29, 2004	COFISCAN
31565TW01	Taiwan	82038445	August 6, 1993	629194	January 16, 1994	PROOF OF USE	January 16, 2001	COFISCAN
31567CH01	Switzerland	6388/1993.7	June 28, 1993	414712	June 28, 1993	RENEWAL	June 28, 2003	COFISCAN
31568AT01	Austria	AM2923/93	June 25, 1993	149547	October 13, 1993	RENEWAL	October 31, 2003	COFISCAN
31569LK01	Sri Lanka	72771	December 22, 1994					COFISCAN
31571SA01	South Africa	93/3819	May 12, 1993	B93/3819	May 12, 1993	RENEWAL	May 12, 2003	COFISCAN
31572SG01	Singapore	3577/93	May 14, 1993	B3577/93	May 14, 1993	RENEWAL	May 14, 2003	COFISCAN
31573SD01	Saudi Arabia	22129	August 29, 1993	313/6	August 29, 1993	RENEWAL	May 9, 2003	COFISCAN
31574BX01	Bahrain	797278	May 7, 1993	534722	March 1, 1994	RENEWAL	May 7, 2003	COFISCAN

31575BR01	Brazil	817334050	June 30, 1993	817334050	June 2, 1998	RENEWAL	June 2, 2008	COPIECAN
31576KN01	Senegal	84465	May 15, 1993					COPIECAN
31577BU01	Brunei	TMA24815	April 18, 1993					COPIECAN
31578RU01	Russian Federation	94017737	May 24, 1994	131939	May 24, 1994	RENEWAL	May 24, 2004	COPIECAN
31579PT01	Portugal	292242	May 31, 1993	292242	July 22, 1994	RENEWAL	July 22, 2004	COPIECAN
31580CAD1	Canada	685480	July 9, 1991	435801	November 18, 1994	RENEWAL	November 18, 2009	COPIECAN
31581CE01	Chile	245274	July 5, 1993	462926	June 21, 1996	RENEWAL	June 21, 2006	COPIECAN
31582PL01	Poland	Z-132957	May 6, 1994	90392	May 6, 1994	RENEWAL	May 6, 2004	COPIECAN
31583CN01	China P.R.	94042698	May 16, 1994	834718	April 27, 1996	RENEWAL	April 26, 2006	COPIECAN
31585PE01	Peru	257209	December 15, 1994	17014	July 3, 1995	RENEWAL	July 3, 2005	COPIECAN
31586CO01	Colombia	389499	July 28, 1993	215635	August 31, 1998	RENEWAL	August 31, 2008	COPIECAN
31587PA01	Paraguay	9426857	December 20, 1994	181317	October 13, 1995	RENEWAL	October 13, 2005	COPIECAN
31588CR01	Costa Rica			86921	May 9, 1994	RENEWAL	May 9, 2004	COPIECAN
31589PN01	Panama	75414	May 5, 1993					COPIECAN
31590DK01	Denmark	02986/1993	May 10, 1993	05955/1993	August 13, 1993	RENEWAL	August 13, 2003	COPIECAN
31592DR01	Dominican Republic	27790	March 15, 1993	76790	March 15, 1993	RENEWAL	March 15, 2015	COPIECAN
31593NO01	Norway	93.3166	July 2, 1993	172988	May 9, 1996	RENEWAL	May 9, 2006	COPIECAN
31594EC01	Ecuador	52333	December 8, 1994	486-96	September 24, 1996	RENEWAL	September 24, 2006	COPIECAN
31595NZ01	New Zealand	226871	May 11, 1993	B226871	May 11, 1993	RENEWAL	May 11, 2014	COPIECAN
31596FI01	Finland			131802	April 20, 1994	RENEWAL	April 20, 2004	COPIECAN
31597DE01	Germany	B985249	May 11, 1993	2060262	March 21, 1994	RENEWAL	May 31, 2003	COPIECAN
31598ME01	Mexico	163632	March 23, 1993					COPIECAN
31599MA01	Malaysia	95/02154	March 15, 1995					COPIECAN
31600GR01	Greece	123403	March 14, 1993	123403	October 17, 1997	RENEWAL	March 14, 2005	COPIECAN
31601HK01	Hong Kong	94/14882	December 14, 1994	B10348	December 14, 1994	RENEWAL	December 14, 2001	COPIECAN
31602HN01	Honduras	9244/94	December 9, 1994	63883	December 28, 1995	RENEWAL	December 28, 1999	COPIECAN
31603HU01	Hungary	M93 02359	May 14, 1993	141423	May 14, 1993	NON USE TAX	May 14, 2003	COPIECAN

31605IE01	Ireland	154806	May 12, 1993	154806	May 12, 1993	RENEWAL	May 12, 2010	COPIECAN
31606ID01	Indonesia	D95-4697	March 22, 1993					COPIECAN
31607IB01	Israel	87403	May 13, 1993	87403	May 13, 1993	RENEWAL	May 13, 2014	COPIECAN
31609JP01	Japan	30332/93	May 20, 1993	3274115	April 4, 1997	RENEWAL	October 5, 2006	COPIECAN
31610KR01	South Korea	19629/93	June 11, 1993	291236	June 9, 1994	RENEWAL	June 9, 2004	COPIECAN
31611KW01	Kuwait	31477				PENDING		COPIECAN
None	United States	75/756184	July 1, 1999					ESCAN