Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. 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):
Delphax Technologies Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Minnesota
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies):
Name: Harris Trust and Savings Bank
Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL Zip: 60603

☐ Individual(s) citizenship _____
☒ Association Illinois Banking corporation
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ Other _____
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
☐ Security Agreement ☐ Change of Name
☒ Other Trademark Collateral Agreement

Execution Date: 10/15/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,840,322 1,369,801 1,827,230 1,745,536
2,231,010 2,447,945 2,454,772

Additional number(s) attached ☐ Yes ☒ No

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

Internal Address: cheikkila@lindquist.com

Street Address: 4200 IDS Center, 80 South Eighth Street

City: Minneapolis State: MN Zip: 55402-2205

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....$190

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

500837

(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.

Connie R. Heikkila, Paralegal _____ Signature _____ 10/15/02

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

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

Master Doc# 1392619
700018707

TRADEMARK COLLATERAL AGREEMENT

This 15TH day of October, 2002, Delphax Technologies Inc., a Minnesota corporation *("Debtor")* with its principal place of business and mailing address at 12500 Whitewater Drive, Minnetonka, Minnesota 55343-9420, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation *("HTSB")* with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as *"Agent")*, and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of the Debtor as set out in that certain Security Agreement bearing the date of December 20, 2001, between the Debtor and Agent (the *"Security Agreement")*.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications")*, but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly ecuted as of the date and year last above written.

DELPHAX TECHNOLOGIES INC.

By_____
Name: Robert M. Barniskis
Title: CFO

HARRIS TRUST AND SAVINGS BANK, as Agent

By_____
Name: ANDREW T. CLAAR
Title: VICE PRESIDENT

/ 1690120\1

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

I Cheryl M. Skruppy a Notary public in and for said County, in the State aforesaid, do hereby certify that Robert M. Baniskis, CFO of Delphax Technologies Inc., a Minnesota corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Robert M. Baniskis, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of October 2002.

CHERYL M. SKRUPPY
NOTARY PUBLIC – MINNESOTA
My Comm. Expires Jan. 31, 2005

Cheryl M. Skruppy
Notary Public

Cheryl M. Skruppy
(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I WENDY A. JURINEK a Notary public in and for said County, in the State aforesaid, do hereby certify that Andrew T. Clear, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8TH day of October 2002.

"OFFICIAL SEAL"
WENDY A. JURINEK
COMMISSION EXPIRES 10/18/03
NOTARY PUBLIC STATE OF ILLINOIS

Wendy A. Jurinek
Notary Public

WENDY A. JURINEK
(Type or Print Name)

Doc# 1690120\1

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
Check Technology Corporation	1840322	06/21/1994
Checktronic	1369801	11/12/1985
Checktronic (Design Only)	1827230	03/22/1994
Foliotronic	1745536	03/22/1994
Imaggia	2231010	03/09/1999
PS155MICR	2447945	05/01/2001
PS75MICR	2454772	05/29/2001

TRADEMARK APPLICATIONS

None

MMON LAW MARKS AND TRADE NAMES

None

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

None

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None