

04-22-2003



COVER SHEET  
ONLY

U.S. DEPARTMENT OF  
Patent and Trademark

4/22/03

Tab settings

102426110

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Bell & Howell Imaging Components, LLC

4.77 03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware Limited Liability Company

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

2. Name and address of receiving party(ies)

Heller Financial, Inc., as Agent

Internal Address: \_\_\_\_\_

Street Address : 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_

- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State DE

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: April 11, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)  
- NONE -

B. Trademark Registration  
1,695,821 and 75/756,184

Additional numbers attached? No

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

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

\_\_\_\_\_ Federal Research Company, LLC  
\_\_\_\_\_ 1030 15th Street, NW, Suite 920  
\_\_\_\_\_ Washington, DC 20005

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

04/23/2003 LNUELLER 00000066 1695821

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP  
02 FC:8522 25.00 OP

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 of the original document.*

Terese M. Scholl  
Name of Person

Terese M. Scholl  
Signature

04/1703  
Date

9

Total number of pages including cover sheet, attachments, and

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

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 14<sup>th</sup> day April, 2003, by BELL & HOWELL IMAGING COMPONENTS, LLC, a Delaware limited liability company ("Grantor"), in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

### W I T N E S S E T H

WHEREAS, Bell & Howell Company, a Delaware corporation f/k/a BH Acquisitions, Inc. ("Borrower"), Grantee and Lenders are parties to a certain Credit Agreement dated as of September 28, 2001 (as amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Lenders;

WHEREAS, as an indirectly wholly-owned subsidiary of Borrower, Grantor will receive substantial direct and indirect benefits by the extensions of credit to Borrower under the Credit Agreement, and, accordingly, Grantor has guaranteed the payment and performance of Borrower's obligations under the Credit Agreement pursuant to a Subsidiary Guaranty dated as of September 28, 2001 by Grantor and the other parties signatories thereto in favor of Agent, for the benefit of the Lenders (the "Guaranty"); and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of September 28, 2001 among Grantor, Grantee and the other parties signatories thereto (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty; and

WHEREAS, Bell & Howell Mail and Messaging Technologies Company, a Delaware corporation ("MMT"), has granted to Grantee certain security interests (the "Prior Trademark Grant") pursuant to that certain Trademark Security Agreement, dated September 28, 2001, recorded with the United States Patent and Trademark Office at Reel 002380, Frame 0412 on October 5, 2001, and the Borrower has granted to Grantee certain interests pursuant to that certain Trademark Security Agreement, dated September 28, 2001, recorded with the United States Patent and Trademark Office at Reel 002381, Frame 0705 on October 5, 2001.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Guaranty and Security Agreement. The Guaranty and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety

by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any applications, registrations or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, (i) sell or assign its interest in, or grant any license that would impair or conflict with Grantor's obligations to Grantee under, any Trademark or (ii) enter into any other agreement that would impair or conflict with Grantor's obligations to Grantee or that would in any other manner be materially adverse to the interests of Grantee, with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the

occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

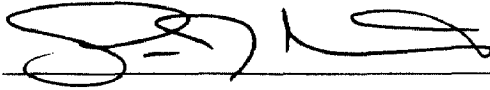
8. Release. Upon payment in full of all Secured Obligations and the termination of all commitments of Grantee and Lenders under the Credit Agreement and all Lender Letters of Credit and Risk Participation Agreements, the Security Interests, including, but not limited to, the Prior Trademark Grant and this Agreement, shall terminate and all rights to the Trademark Collateral shall revert to Grantor. Upon such termination of the Security Interests or release of the Trademark Collateral, Grantee will, at the expense of Grantor, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence the termination of the Security Interests or the release of such Trademark Collateral, as the case may be.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BELL & HOWELL  
IMAGING COMPONENTS, LLC  
a Delaware limited liability company

By: BELL & HOWELL MAIL  
AND MESSAGING  
TECHNOLOGIES COMPANY,  
its sole member

By:   
Name: LOUIS J. MANETTI  
Title: Vice President

Agreed and Accepted  
As of the Date First Written Above

HELLER FINANCIAL, INC., as Agent

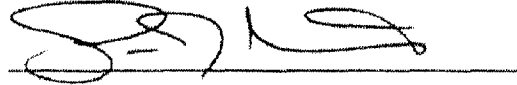
By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BELL & HOWELL  
IMAGING COMPONENTS, LLC  
a Delaware limited liability company

By: BELL & HOWELL MAIL  
AND MESSAGING  
TECHNOLOGIES COMPANY,  
its sole member

By:



Name:

LOUIS J. MANETTI

Title:

Vice President

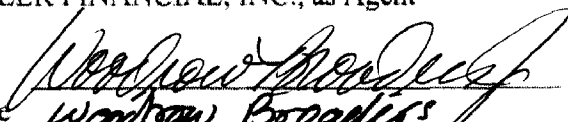
Agreed and Accepted  
As of the Date First Written Above

HELLER FINANCIAL, INC., as Agent

By:

Name:

Title:

  
WILLIAM BROADLESS  
Only Authorized Signatory

Trademark Security Agreement

TRADEMARK  
REEL: 002715 FRAME: 0638

**SCHEDULE 1****Bell & Howell Imaging Components, LLC**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. or Serial No.</b>
ACCUFEED	Argentina	1638639
ACCUFEED	Australia	709641
ACCUFEED	Colombia	196580
ACCUFEED	Ecuador	4934-97
ACCUFEED	Korea (South)	383383
ACCUFEED	Mexico	657312
ACCUFEED	New Zealand	262892
ACCUFEED	Peru	31538
ACCUFEED	Switzerland	445535
COPISCAN	Africa (OAPI)	84,465
COPISCAN	Argentina	1,515,678
COPISCAN	Australia	909491
COPISCAN	Austria	149,547
COPISCAN	Benelux	534,722
COPISCAN	Brazil	817,334,050
COPISCAN	Brunei	SN TMA24815
COPISCAN	Canada	435,801
COPISCAN	Chile	462,926
COPISCAN	China	834,718
COPISCAN	Colombia	215,635
COPISCAN	Costa Rica	86,921
COPISCAN	Denmark	05955/1993
COPISCAN	Dominican Rep.	76,790

Trademark	Country	Reg. No. or Serial No.
COISCAN	Ecuador	486-96
COISCAN	Finland	131,802
COISCAN	France	93482158
COISCAN	Germany	2,060,262
COISCAN	Great Britain	1534760
COISCAN	Greece	123,403
COISCAN	Guatemala	82,944
COISCAN	Honduras	63,883
COISCAN	Hong Kong	B10348
COISCAN	Hungary	141,423
COISCAN	India	647586
COISCAN	Indonesia	SN D95-4697
COISCAN	Ireland	154,806
COISCAN	Israel	87,405
COISCAN	Italy	661319
COISCAN	Japan	3,274,115
COISCAN	Korea (South)	291,236
COISCAN	Kuwait	SN 31477
COISCAN	Malaysia	SN 95 /02154
COISCAN	Mexico	SN 163632
COISCAN	New Zealand	B226871
COISCAN	Norway	172,988
COISCAN	Pakistan	129,472
COISCAN	Panama	SN 75414
COISCAN	Paraguay	181,317



Trademark	Country	Reg. No. or Serial No.
COPISCAN	Peru	17,014
COPISCAN	Philippines	100020
COPISCAN	Poland	90,392
COPISCAN	Portugal	292,242
COPISCAN	Russian Federation	131,959
COPISCAN	Saudi Arabia	313/6
COPISCAN	Singapore	B3577/93
COPISCAN	South Africa	B93/3819
COPISCAN	Spain	1774286
COPISCAN	Sri Lanka	SN 72771
COPISCAN	Sweden	255,483
COPISCAN	Switzerland	414,712
COPISCAN	Taiwan	629,194
COPISCAN	Turkey	2002/09680
COPISCAN	Uruguay	28766
COPISCAN	US	1,695,821
COPISCAN	Venezuela	P-178.514
ESCAN	US	75/756,184