

06-20-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

102478752

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Custom Direct, Inc. 6-17-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Toronto Dominion (Texas), Inc.
Internal (as Administration Agent)
Address:
Street Address: 909 Fannin, Suite 1700
City: Houston State: TX Zip: 77373
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
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
Execution Date: 5/29/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/195,900
B. Trademark Registration No.(s) 2,709,171
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 19

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joan L. Long
Internal Address: Mayer Brown Rowe & Maw (02045858)
Street Address: P.O. Box 2828
City: Chicago State: IL Zip: 60690-2828

7. Total fee (37 CFR 3.41): \$ 490.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 13-0019

DO NOT USE THIS SPACE

9. Signature:
Joan L. Long Name of Person Signing
Signature Date: June 17, 2003
Total number of pages including cover sheet, attachments, and documents: 9

06/19/2003 01 FC:0521 02 FC:0522

40.00 documents to be recorded with required cover sheet information to: 450.00 Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

FINANCE SECTION JUN 17 2003 11:30 AM

TRADEMARK REEL: 002760 FRAME: 0055

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

76/414,992

76/413,674

76/347,371

76/332,174

2,705,957

2,618,129

2,631,355

2,712,881

2,515,178

2,705,957

2,346,187

1,967,440

1,839,430

1,891,702

1,817,441

1,836,717

1,410,489

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 29, 2003, is between Custom Direct, Inc., a Delaware corporation, (the "Guarantor") and Toronto Dominion (Texas), Inc., in its capacity as Administration Agent for the Lenders referred to below (in such capacity, the "Administration Agent").

W I T N E S S E T H:

WHEREAS, Custom Direct LLC, a Delaware corporation (the "Borrower"), has entered into a Credit Agreement dated as of May 29, 2003 (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Credit Agreement") with various financial institutions (the "Lenders") including the Administration Agent, pursuant to which the Lenders have agreed to make loans to, to issue or participate in letters of credit for the account of, and to make other financial accommodations to, the Borrowers;

WHEREAS, the Guarantor has executed and delivered a guaranty (as amended or otherwise modified from time to time, the "Guaranty") of all obligations of the Borrower under the Credit Agreement and certain other obligations; and

WHEREAS, the obligations of the Guarantor under the Guaranty are to be secured pursuant to this Agreement and a general Security Agreement, dated of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Administration Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Credit Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby assigns to the Administration Agent for the benefit of the Lenders, and grants to the Administration Agent for the benefit of the Lenders a continuing security interest in, the Guarantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations listed on Schedule I hereto); books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by the Guarantor for the purpose of recording the security interest of the Administration Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Administration Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Administration Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Obligations (other than contingent indemnification Obligations to the extent no claims giving rise thereto have been asserted) and the termination of all Commitments of the Lenders under the Credit Agreement, the Administration Agent shall, at the Guarantor's expense, execute and deliver to the Guarantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Administration Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be fully performed in such State. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7. Counterparts. This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

GUARANTOR:

CUSTOM DIRECT, INC.

By: _____

Name: _____

Title: _____

ADMINISTRATION AGENT:

TORONTO DOMINION (TEXAS), INC.,
as Administration Agent

By: _____

Name: _____

Title: _____

SCHEDULE I
to
Trademark Security Agreement

TRADEMARKS

PENDING TRADEMARK AND SERVICE MARK APPLICATIONS

<u>Jurisdiction</u>	<u>Owner</u>	<u>Mark</u>	<u>Serial Number</u>
United States	Custom Direct, Inc.	4 4 CHECKS.COM	78-195,900
United States	Custom Direct, Inc.	IDENTITY CHECK PRINTERS	76-414,992
United States	Custom Direct, Inc.	IDENTITY CHECKS	76-413,674
United States	Custom Direct, Inc.	EZ EZSHIELD AND DESIGN	76-347,371
United States	Custom Direct, Inc.	EZ AND DESIGN	76-332,174

REGISTERED TRADEMARK AND SERVICE MARK

<u>Jurisdiction</u>	<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
United States	Custom Direct, Inc.	EZ EZSHIELD CHECK FRAUD PROTECTION PROGRAM AND DESIGN	2,709,171
United States	Custom Direct, Inc.	C D CUSTOM DIRECT, INC. AND DESIGN	2,705,957

REGISTERED TRADEMARK AND SERVICE MARK

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Serial /Registration Number</u>
United States	4CHECKS.COM	2,618,129
United States	THE STYLES CHECK COMPANY	2,631,355
United States	LIFECHECKS	2,712,881
United States	ARTISTIC GREETINGS	2,515,178
United States	C D CUSTOM DIRECT, INC.	2,705,957
United States	UNIQUE!CHECKS	2,346,187
United States	MESSAGE!PRODUCT	1,967,440
United States	EARTH MATTERS	1,839,430
United States	CHECK CRAFTERS	1,891,702
United States	CHECK GALLERY	1,817,441
United States	IMAGE CHECKS	1,836,717
United States	MESSAGE!CHECK	1,410,489

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

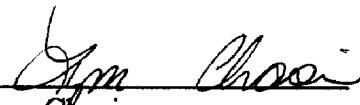
GUARANTOR:

CUSTOM DIRECT, INC.

By: _____
Name: _____
Title: _____

ADMINISTRATION AGENT:

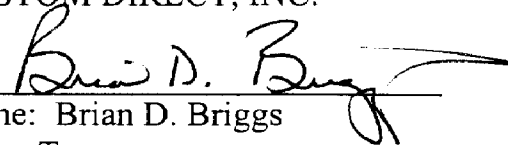
TORONTO DOMINION (TEXAS), INC.,
as Administration Agent

By: 
Name: Lynn Chasin
Title: Vice President, Syndication & Credit
Administration

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

GUARANTOR:

CUSTOM DIRECT, INC.

By: 

Name: Brian D. Briggs

Title: Treasurer

ADMINISTRATION AGENT:

TORONTO DOMINION (TEXAS), INC.,
as Administration Agent

By: _____

Name: _____

Title: _____