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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Danka Office Imaging Company

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 1, 2003

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Agent

Internal Address:

Street Address: 300 Galleria Parkway, Suite 800

City: Atlanta State: Georgia Zip: 30339

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Rhode Island 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

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

A. Trademark Application No.(s) Please see the attached Exhibit A.

B. Trademark Registration No.(s) Please see the attached Exhibit A.

Additional number(s) attached Yes No

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

Name: Jonathan E. Bush, Esq.

Internal Address: Parker, Hudson, Rainer

& Dobbs LLP

Street Address: 285 Peachtree Center Avenue, N.E.

1500 Marquis Two Tower

City: Atlanta State: Georgia Zip: 30303

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41): \$ 565.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

J. Barrett Carter

Name of Person Signing

[Signature]

Signature

July 7, 2003

Date

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

14

07/08/2003 ECOOPER 00000182 2217825

01 FC:8521 02 FC:8522

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

EXHIBIT A

**DANKA HOLDING COMPANY**

**Trademarks**

| <u>Trademark</u>                                   | <u>Registration No.</u> | <u>Registration Date</u> |
|--|-------------------------|--------------------------|
| DANKA  | 2217825                 | 01/12/1999               |
| DANKA  | 2040762                 | 02/25/1997               |
| DANKA  | 1556276                 | 09/12/1989               |
| DANKA SERVICES<br>INTERNATIONAL                    | 2299330                 | 12/14/1999               |
| DANKA WORLD-CLASS PRODUCTS,<br>WORLD CLASS SERVICE | 2056306                 | 4/22/1997                |
| OMNIBOARD  | 2180396                 | 8/11/1996                |
| OMNIFLEX   | 2239603                 | 04/13/1999               |
| TELEPEN  | 0987748                 | 07/09/1974               |

**Trademark Applications**

| <u>Trademark</u>       | <u>Serial No.</u> | <u>Application Date</u> |
|------------------------|-------------------|-------------------------|
| DANKA LEASING SERVICES | 76014104          | 03/31/2000              |
| DANKA LEASING SERVICES | 76014103          | 03/31/2000              |
| DANKA @ THE DESKTOP    | 76460065          | 10/11/2002              |
| DANKAWARE              | 75934360          | 03/07/2000              |
| DANKAWARE              | 75934359          | 03/07/2000              |
| DANKAWARE              | 75934358          | 03/07/2000              |
| DANKAWARE              | 75934357          | 03/07/2000              |
| DPUBLISHER             | 76025107          | 04/13/2000              |
| DPUBLISHER             | 76025108          | 04/13/2000              |

*TRADEMARK SECURITY AGREEMENT*

**TRADEMARK**  
**REEL: 002771 FRAME: 0760**

|              |          |            |
|--------------|----------|------------|
| DWARE        | 76013206 | 03/31/2000 |
| DWARE        | 76014100 | 03/31/2000 |
| DWARE        | 76014101 | 03/31/2000 |
| DWARE        | 76014102 | 03/31/2000 |
| THE DOCUMESS | 76506559 | 4/15/2003  |

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made this 1st day of July, 2003, by **DANKA OFFICE IMAGING COMPANY**, a Delaware corporation, and **DANKA HOLDING COMPANY**, a Delaware corporation (each sometimes individually referred to as "Debtor" and sometimes jointly referred to as "Debtors"), in favor of **FLEET CAPITAL CORPORATION**, a Rhode Island corporation with an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, in its capacity as administrative and collateral agent for the Lenders (as hereinafter defined) (together with its successors in such capacities, "Agent").

### Recitals:

The Debtors desire to obtain loans and other financial accommodations from certain financial institutions (the "Lenders") as are parties, from time to time to that certain Loan and Security Agreement dated on or about the date hereof, among the Debtors, Agent and Lenders (as at any time amended, the "Loan Agreement").

Lenders are willing to make loans and other financial accommodations to the Debtors and certain of their affiliates from time to time pursuant to the terms of the Loan Agreement, provided that the Debtors execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, each Debtor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in all of the following property of such Debtor, whether now existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed for such Debtor on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of such Debtor's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

Anything herein to the contrary notwithstanding, in no event shall the security interest granted under this Paragraph 2 to any license, contract, property rights or agreement to which any Debtor is a party or any of the rights or interests of any Debtor thereunder if and for so long as the grant of such security interest shall constitute or result in (x) the abandonment, invalidation, or unenforceability of any material right, title or interest of any Debtor therein or (y) in a breach or termination pursuant to the terms of, or a default under, any such license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such license, contract, property rights or agreement that does not result in any of the consequences specified in (x) or (y) above.

3. Each Debtor represents and warrants to Agent and Lenders that:

(a) Each of the such Debtor's Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office and the filing of an appropriate UCC financing statement in the appropriate jurisdiction, this Agreement will create a legal and valid perfected security interest in the Trademark Collateral (other than foreign trademarks), enforceable against such Debtor and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) Such Debtor has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of such Debtor's Trademarks is valid and enforceable; and

(f) Such Debtor is the sole and exclusive owner of the entire right, title and interest in and to all of the its respective Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Debtor not to sue third Persons other than Permitted Liens.

(g) Except for Trademarks abandoned by a Debtor in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect) such Debtor has used and will continue to use for the duration of this

Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

4. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, no Debtor shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of such Debtor in the regular and ordinary course of such Debtor's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with such Debtor's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, any Debtor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Debtor shall give to Agent prompt notice thereof in writing.

6. Each Debtor irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 5 hereof.

7. This Agreement has been entered into a conjunction with the provisions of the Loan Agreement. Each Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

8. Upon and at any time after the occurrence of an Event of Default, Agent shall have in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC.

9. Each Debtor hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as such Debtor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse such Debtor's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

10. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, the security interest of Agent in the Trademark Collateral shall automatically terminate and Agent shall execute and deliver to the Debtors, without representation, warranty or recourse and at the Debtors' expense, all releases or other instruments

necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

11. Each Debtor shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. If requested by Agent, each Debtor shall prosecute diligently any trademark application for a material Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Loan Agreement terminated, to make federal application on registrable but unregistered Trademarks to the extent material to a Debtor's business (subject to such Debtor's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce such Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in such Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Debtors. No Debtor shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent.

12. Notwithstanding anything to the contrary contained in paragraph 11 hereof, upon the occurrence and during the continuation of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events each Debtor shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and each Debtor shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 11.

13. If a Debtor fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Agent may do so in such Debtor's name or in Agent's name, in Agent's sole discretion, but at such Debtor's expense, and each Debtor agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

14. No course of dealing between any Debtor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or

unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of each Debtor. No Debtor shall assign its rights or delegate its duties hereunder without the prior written consent of Agent.

19. Each Debtor hereby waives notice of Agent's acceptance hereof.

20. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.


**21. To the fullest extent permitted by Applicable Law, each Debtor and Agent waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Signatures on following page]

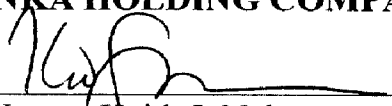


IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

**DANKA OFFICE IMAGING COMPANY**

By:   
Name: Keith J. Nelsen  
Title: Secretary and General Counsel

**DANKA HOLDING COMPANY**

By:   
Name: Keith J. Nelsen  
Title: Secretary and General Counsel

**FLEET CAPITAL CORPORATION**  
as Agent ("Agent")

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

**DANKA OFFICE IMAGING COMPANY**

By: \_\_\_\_\_  
Name: Keith J. Nelsen  
Title: Secretary and General Counsel

**DANKA HOLDING COMPANY**

By: \_\_\_\_\_  
Name: Keith J. Nelsen  
Title: Secretary and General Counsel

**FLEET CAPITAL CORPORATION**  
as Agent ("Agent")

By: Stephen D. McEhee  
Name: STEPHEN D. M'CEEHEE  
Title: Senior Vice President

STATE OF Illinois §  
§  
COUNTY OF Cook §

BEFORE ME, the undersigned authority, on this day personally appeared Keith J. Nelsen, Secretary and General Counsel of **DANKA OFFICE IMAGING COMPANY**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 1<sup>st</sup> day of July, 2003.

Cynthia Way  
Notary Public  
My Commission Expires: 3/6/2007



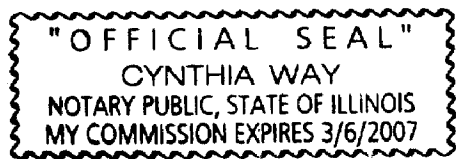
[NOTARIAL SEAL]

STATE OF Illinois §  
§  
COUNTY OF Cook §

BEFORE ME, the undersigned authority, on this day personally appeared Keith J. Nelsen, Secretary and General Counsel of **DANKA HOLDING COMPANY**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 1<sup>st</sup> day of July, 2003.

Cynthia way  
Notary Public  
My Commission Expires: 3/6/2007



[NOTARIAL SEAL]

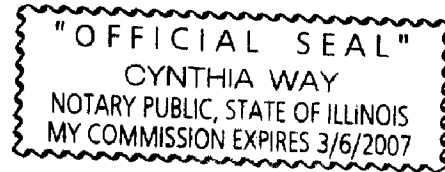
STATE OF Illinois §

COUNTY OF Cook §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Y. McGehee, SVP of **FLEET CAPITAL CORPORATION**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 15 day of July, 2003.

Cynthia Way  
Notary Public  
My Commission Expires: 3/6/2007



TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 002771 FRAME: 0770**

EXHIBIT A

**DANKA HOLDING COMPANY**

**Trademarks**

| <u>Trademark</u>                                   | <u>Registration No.</u> | <u>Registration Date</u> |
|--|-------------------------|--------------------------|
| DANKA  | 2217825                 | 01/12/1999               |
| DANKA  | 2040762                 | 02/25/1997               |
| DANKA  | 1556276                 | 09/12/1989               |
| DANKA SERVICES<br>INTERNATIONAL                    | 2299330                 | 12/14/1999               |
| DANKA WORLD-CLASS PRODUCTS,<br>WORLD CLASS SERVICE | 2056306                 | 4/22/1997                |
| OMNIBOARD  | 2180396                 | 8/11/1996                |
| OMNIFLEX   | 2239603                 | 04/13/1999               |
| TELEPEN  | 0987748                 | 07/09/1974               |

**Trademark Applications**

| <u>Trademark</u>       | <u>Serial No.</u> | <u>Application Date</u> |
|------------------------|-------------------|-------------------------|
| DANKA LEASING SERVICES | 76014104          | 03/31/2000              |
| DANKA LEASING SERVICES | 76014103          | 03/31/2000              |
| DANKA @ THE DESKTOP    | 76460065          | 10/11/2002              |
| DANKAWARE              | 75934360          | 03/07/2000              |
| DANKAWARE              | 75934359          | 03/07/2000              |
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| DANKAWARE              | 75934357          | 03/07/2000              |
| DPUBLISHER             | 76025107          | 04/13/2000              |
| DPUBLISHER             | 76025108          | 04/13/2000              |

*TRADEMARK SECURITY AGREEMENT*

**TRADEMARK  
REEL: 002771 FRAME: 0771**

|              |          |            |
|--------------|----------|------------|
| DWARE        | 76013206 | 03/31/2000 |
| DWARE        | 76014100 | 03/31/2000 |
| DWARE        | 76014101 | 03/31/2000 |
| DWARE        | 76014102 | 03/31/2000 |
| THE DOCUMESS | 76506559 | 4/15/2003  |