

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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):

Henry Wurst, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/30/03

2. Name and address of receiving party(ies)

Name: Wells Fargo Business Credit, Inc.

Internal Address: Wells Fargo Center, MAC N9312-040

Street Address: 90 S. 7th Street

City: Minneapolis State: MN Zip: 55479

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- 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) 78/269,863

B. Trademark Registration No.(s) 2,684,998;
1,802,281; 2,452,544; 2,718,313;

Additional number(s) attached Yes No

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

Name: Daniel A. Crowe, Esq.

Internal Address: Suite 3600

Street Address: 211 N. Broadway

One Metropolitan Square

City: St. Louis State: MO Zip: 63102-2750

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4467

DO NOT USE THIS SPACE

9. Signature.

Daniel A. Crowe
Name of Person Signing

Daniel A. Crowe
Signature

03/05/2004
Date

15

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

CH \$165.00 024467 78269863

CONTINUATION OF ITEMS 1 and 2:

Conveying Parties CONT'D.	Receiving Parties CONT'D.
Henry Wurst Canada, Inc. <input checked="" type="checkbox"/> Corporation/State (Missouri)	Wells Fargo Business Credit, Inc. Wells Fargo Center MAC N9312-040
Low + Associates, Inc. <input checked="" type="checkbox"/> Corporation-State (Maryland)	90 S. 7th Street Minneapolis, Minnesota 55479
Versatel Corporate Services Company <input checked="" type="checkbox"/> Other, a Nova Scotia unlimited liability company	<input checked="" type="checkbox"/> Corporation-State (Minnesota)

CONTINUATION OF ITEM 4:

Trademark Registration Numbers CONT'D.	
2,772,802	

TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of December 30, 2003, is made by and between Henry Wurst, Inc., a Missouri corporation ("HWT"), Henry Wurst Canada, Inc., a Missouri corporation ("HWI Canada"), Low + Associates, Inc., a Maryland corporation ("L+A") and Versatel Corporate Services Company, a Nova Scotia unlimited liability company ("Versatel"), all having a business locations at the addresses set forth below next to their signatures (jointly, severally, individually and collectively, the "Debtor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation, having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"**Obligations**" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"**Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses

thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "**Security Interest**"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. **Representations, Warranties and Agreements.** The Debtor represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** (i) HWI is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and is duly licensed or qualified to transact business in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary; (ii) HWI Canada is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and is duly licensed or qualified to transact business in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary; (iii) L+A is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and is duly licensed or qualified to transact business in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary; and (iv) Versatel is a body corporate duly organized, validly existing and in good standing under the laws of the Province of Nova Scotia and is duly licensed or qualified to transact business in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary. The Borrower has all requisite power and authority to conduct its business, to own its properties and to execute and deliver, and to perform all of its obligations under this Agreement.

(b) ***Trademarks.*** Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, except to the extent shown on Exhibit A hereto, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Trademark listed on Exhibit A free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the

name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Henry Wurst, Inc.
1331 Saline Street
N. Kansas City, Missouri 64116

HENRY WURST, INC.

By Michael S. Wurst
Michael S. Wurst
Its Chief Executive Officer

Henry Wurst, Inc.
1331 Saline Street
N. Kansas City, Missouri 64116

HENRY WURST CANADA, INC.

By Michael S. Wurst
Michael S. Wurst
Its President

Low + Associates, Inc.
5454 Wisconsin Avenue, Suite 1400
Chevy Chase, Maryland 20815

LOW + ASSOCIATES, INC.

By Michael S. Wurst
Michael S. Wurst
Its President

Versatel Corporate Services Company
1905 Leslie Street
Don Mills, Ontario M3B2M3

VERSATEL CORPORATE SERVICES COMPANY

By Michael S. Wurst
Name: Michael S. Wurst
Its Chief Executive Officer

Wells Fargo Business Credit, Inc.
Wells Fargo Center
MAC N9312-040
90 S. 7th Street
Minneapolis, Minnesota 55479

WELLS FARGO BUSINESS CREDIT, INC.

By _____
Warren G. Lindman
Its Vice President

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Henry Wurst, Inc.
1331 Saline Street
N. Kansas City, Missouri 64116

HENRY WURST, INC.

By _____
Michael S. Wurst
Its Chief Executive Officer

Henry Wurst, Inc.
1331 Saline Street
N. Kansas City, Missouri 64116

HENRY WURST CANADA, INC.

By _____
Michael S. Wurst
Its President

Low + Associates, Inc.
5454 Wisconsin Avenue, Suite 1400
Chevy Chase, Maryland 20815

LOW + ASSOCIATES, INC.

By _____
Michael S. Wurst
Its President

Versatel Corporate Services Company
1905 Leslie Street
Don Mills, Ontario M3B2M3

VERSATEL CORPORATE SERVICES
COMPANY

By _____
Name: _____
Its Chief Executive Officer

Wells Fargo Business Credit, Inc.
Wells Fargo Center
MAC N9312-040
90 S. 7th Street
Minneapolis, Minnesota 55479

WELLS FARGO BUSINESS CREDIT, INC.

By Warren G. Lindman
Warren G. Lindman
Its Vice President

STATE OF MINNESOTA)
) SS.
COUNTY OF Hennepin)

On this 30th day of December, 2003, before me, appeared _____, to me personally known, who being by me duly sworn, did say that she/he is the Vice President Wells Fargo Business Credit, Inc., a Minnesota corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

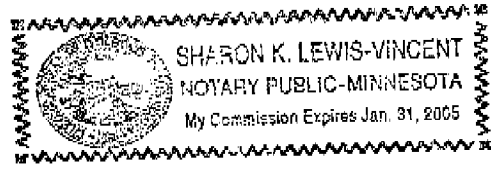
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Minneapolis, Minnesota, the day and year last above written.

Sharon K. Lewis-Vincent

Notary Public in and for
said County and State

My Commission Expires:

Jan. 31, 2005

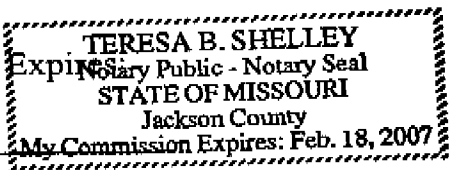


STATE OF MISSOURI)
COUNTY OF Jackson) SS.

On this 30 day of December, 2003, before me, appeared Michael S. Wurst, to me personally known, who being by me duly sworn, did say that he is the President and Chief Executive Officer of Henry Wurst, Inc., a Missouri corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Teresa B. Shelley
Teresa B. Shelley
Notary Public in and for
said County and State

My Commission Expires: 

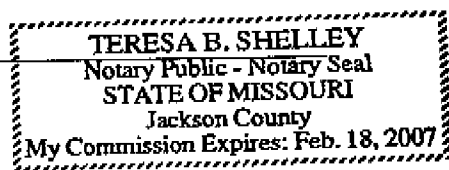
STATE OF MISSOURI)
COUNTY OF Jackson) SS.

On this 30 day of December, 2003, before me, appeared Michael S. Wurst, to me personally known, who being by me duly sworn, did say that he is the President and Chief Executive Officer of Henry Wurst Canada, Inc., a Missouri corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Teresa B. Shelley
Teresa B. Shelley
Notary Public in and for
said County and State

My Commission Expires:



STATE OF MISSOURI)
COUNTY OF Jackson) SS.

On this 30 day of December, 2003, before me, appeared Michael S. Wurst, to me personally known, who being by me duly sworn, did say that he is the President and Chief Executive Officer of Low + Associates, Inc., a Maryland corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Teresa B. Shelley
Teresa B. Shelley
Notary Public in and for
said County and State

My Commission Expires:
TERESA B. SHELLEY
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 18, 2007

STATE OF MISSOURI)
COUNTY OF Jackson) SS.

On this 30 day of December in the year 2003, before me, a Notary Public in and for said state, personally appeared Michael S. Wurst, Manager of Versatel Corporate Services Company, a Nova Scotia unlimited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City Missouri, the day and year last above written.

Teresa B. Shelley
Teresa B. Shelley
Notary Public in and for
said County and State

My Commission Expires:
TERESA B. SHELLEY
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 18, 2007

Schedule 5.11 to Credit and Security Agreement

Intellectual Property Disclosures

I. Henry Wurst, Inc.

- a. Qwick Response – copywrited and pending registration.
- b. Printlink – registered U.S. Trademark Registration Number 1802281.
- c. Wurst Media Group – registered U.S. Trademark Rcgistration Number 2452544.
- d. Software licenses:
 - Microsoft Visio 2000 Professional
 - Microsoft Publisher 2000/Picture It! 2000
 - Microsoft Visual C++5.0 Professional Edition
 - Microsoft Visual Studio .Net Enterprise Architect
 - Macromedia ColdFusion Server 4.5
 - Macromedia ColdFusion Server 4.5 Enterprise
 - Macromedia ColdFusion Studio 4.5
 - Macromedia ColdFusion MX Pro Enterprise
 - SAP R/3 User Licenses
 - ArtWork Systems Nexus Import/Process Rip
 - ArtWork Systems Nexus Rip
 - ArtWork Systems Imposition Proof
 - ArtWork Systems 4-up Proof Driver
 - ArtWork Systems 4-up driver w/interface to Herkules
 - ArtWork Systems 8-up driver
 - ArtWork Systems In-Sight Trapping Module, Macintosh
 - ArtWork Systems Webway w/unlimited client users
- e. MarComZone-pending trademark registration

II. Low + Associates, Inc.

- a. Low + Associates, Inc. and L+A.
- b. We Market Intangibles
- c. Social Responsibility is Good Business
- d. Methodologies

- (i) QUEST (Program planning 5-step process)
- (ii) AIM (Strategic Planning Model)
- (iii) EDGE (Competitive Intelligence Model)
- (iv) L+A's e:valuator (electronic commerce site assessment methodology)
- e. MarComm audit (assessment tool for marketing communications)
- f. AKAB (behavior change process model) Awareness, Knowledge, Attitudes, Behavior
- g. Software License: Deltek, our accounting software, where we are authorized to have 3 users perpetually

III. Henry Wurst Canada, Inc.

None

IV. Versatel Corporate Services Company

- a. "More Than Ink On Paper", Trademark Registration 524,972 registered in Canada.
- b. "More Than Ink On Paper", application for registration pending in the United States (application 75/635,246)
- c. "Versatel", application or registration in Canada is pending (application 887,071) and it has been approved for publication
- d. "Versatel", application or registration in United States has been suspended pending the filing of Canadian registration (application 75/639,350)
- e. Software License: Logic Software