

<div>Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)</div>		<div>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
Tab settings					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<div>1. Name of conveying party(ies): Nu-kote International, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			<div>2. Name and address of receiving party(ies) Name: The CIT Group/Business Credit, Inc. Internal Address: Two Lincoln Centre, Suite 200 Street Address: 5420 LBJ Freeway City: Dallas State: TX Zip: 75240 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State New York <input type="checkbox"/> Other <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></div>		
<div>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Other Assignment and Grant of Security Execution Date: 10/31/2003</div>					
<div>4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/395625 78/124740 78/124721 78/174992</div>			<div>B. Trademark Registration No.(s) 2740867</div>		
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michelle McMullen Internal Address: Jones Day Street Address: 2727 North Harwood Street City: Dallas State: TX Zip: 75201-1515</div>			<div>6. Total number of applications and registrations involved: 5</div> <div>7. Total fee (37 CFR 3.41).....\$ 140 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</div> <div>8. Deposit account number: 50-0566</div>		
DO NOT USE THIS SPACE					
<div>9. Signature. Michelle McMullen Name of Person Signing <i>Michelle McMullen</i> Signature 03/10/2004 Date Total number of pages including cover sheet, attachments, and document: 8</div>					

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

CH \$140.00 500566 76395625

Continuation of Item 3

3 Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other: Interest in Patents and Trademarks
- Execution Date: 10/31/2003

ASSIGNMENT AND GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

Dated effective as of October 31, 2003

WHEREAS, Nu-kote International, Inc., a Delaware corporation (together with its successors and assigns, the "Pledgor") is the owner of (i) the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office or in a similar governmental agency in the foreign jurisdictions set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications are referred to herein collectively as the "Trademarks") and (ii) the patents listed on Schedule A attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office or in a similar governmental agency in the foreign jurisdictions set forth on Schedule A attached hereto (all such patents, registrations and applications are referred to herein collectively as the "Patents"); and

WHEREAS, it is a condition to the extensions of credit under that certain Amended and Restated Financing Agreement, dated as of October 31, 2003 (as amended, modified, supplemented, restated, extended, renewed, increased and/or replaced from time to time, the "Financing Agreement"), among The CIT Group/Business Credit, Inc., a New York corporation (together with its successors and assigns, "CIT"), with offices at Two Lincoln Centre, Suite 200, 5420 LBJ Freeway, Dallas, Texas, 75240, the Pledgor and the other parties thereto, that the Pledgor execute and deliver to CIT this Assignment and Grant of Security Interest in Patents and Trademarks (as amended, modified, supplemented, restated, extended and/or replaced from time to time, this "Assignment") (capitalized terms used but not defined herein shall have the meanings assigned thereto in the Financing Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Obligations, the Pledgor does hereby assign, transfer, convey and grant to CIT a security interest in and mortgage to all of the following property now owned or at any time hereafter owned, acquired or developed by the Pledgor or in which the Pledgor now has or at any time in the future may own, acquire or develop any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (1) all of the Pledgor's present and hereafter acquired patents (including, without limitation, the Patents), patent applications, registrations, any reissues, divisions, continuations, extensions, continuations-in-part and renewals thereof, any licenses to make, use, sell, offer to sell or import any invention or product covered in whole or in part by any of the foregoing (whether oral or written, registered or unregistered) and all renewals and extensions thereof, any inventions and improvements claimed thereunder, all rights to sue at law or in equity for past, present or future infringement, dilution or other impairment thereof (including all proceeds and damages thereof), and all general intangible, intellectual property and patent and other rights pertaining to any of the foregoing;
- (2) all of the Pledgor's present and hereafter acquired trademarks (including, without limitation, the Trademarks), trademark registrations, recordings, applications, tradenames, trade styles, service marks, prints and labels (on which any of the

TRADEMARK

Pledgor: Nu-kote International, Inc.
Secured Party: The CIT Group/Business Credit, Inc.

foregoing may appear), any licenses to make, use, sell, offer to sell or import any invention or product covered in whole or in part by any of the foregoing (whether oral or written, registered or unregistered) and all renewals and extensions thereof, any reissues, renewals, divisions, continuations, extensions and continuations-in-part thereof, all rights to sue at law or in equity for past, present or future infringement, dilution or other impairment thereof (including all proceeds and damages thereof), and any other general intangible, intellectual property and trademark and other rights pertaining to any of the foregoing;

- (3) all books and records pertaining to the Collateral; and
- (4) all Proceeds (as defined in the UCC), license royalties, income, rights to payment, accounts, proceeds and damages of infringement suits and products of, and all goodwill associated with, any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not CIT is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any or all of the foregoing Collateral.


This Assignment has been given in conjunction with the assignment and security interest granted to CIT under the Financing Agreement, and the provisions of this Assignment are without prejudice to and in addition to the provisions of the Financing Agreement (including, without limitation, the rights and remedies of CIT with respect to the security interest in the Collateral made and granted hereby and pursuant to the Financing Agreement), all of which the Pledgor acknowledges and affirms and which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE]

Pledgor: Nu-kote International, Inc.
Secured Party: The CIT Group/Business Credit, Inc.

IN WITNESS WHEREOF, the Pledgor has caused this Assignment to be executed and delivered to CIT by its proper and duly authorized officer on March 3, 2004, to be effective as of October 31, 2003.

NU-KOTE INTERNATIONAL, INC.

By: 
Name: David A. Berger
Title: CEO

Pledgor: Nu-kote International, Inc.
Secured Party: The CIT Group/Business Credit, Inc.

STATE OF Tennessee §
COUNTY OF Williamson § SS:

Before me, a notary public, ~~in and for said state and county~~, personally appeared David A. Bourgeois, known to me (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the person whose name is subscribed to the foregoing Amended and Restated Assignment and Grant of Security Interest in Patents and Trademarks, and known to me to be the Chief Financial Officer of NU-KOTE INTERNATIONAL, INC., a Delaware corporation, and acknowledged to me that he/she did execute said instruments for the purposes and consideration therein expressed, and as the act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Franklin TN, this 3 day of March, 2004.

(Notarial Seal)

Alan S. Lockwood
Notary Public
My Commission expires: 12-31-05

ALAN S. LOCKWOOD
Notary Public, State of New York
Ontario County
Commission Expires 12/31/05

Pledgor: Nu-kote International, Inc.
Secured Party: The CIT Group/Business Credit, Inc.

SCHEDULE A
to
ASSIGNMENT AND GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS

1. Patents

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Issue Date
Base Aperature in Inkjet Cassette with Serrated Edges	United States	10/170,479	06-13-2002		
Thermally Attached Filter Screen for Use in Inkjet	United States	10/170,480	06-13-2002		
Improved Sealing Member for Inkjet Cassette	United States	10/170,483	06-13-2002		
Duo Chamber Inkjet Cassette with Four Sided Porous Member	United States	10/171,059	06-13-2002		
Full Liquid Version of Inkjet Cassette for Use with Peizo	United States	10/170,763	06-13-2002		
One Piece Clutch Mechanism with Drive Gear	United States	09/995,341	11-27-2001	6,623,193	09-23-2003
Clutch Mechanism with One Piece Plastic Spool	United States	10/427,290	05-01-2003		
Ink Ribbon Cartridge with C-Shaped Sideplates	United States	09/994,966	11-27-2001		
Ink Ribbon Cartridge with Expandable Sideplates	United States	09/995,354	11-27-2001		
Toner Cassette Open/Closure Apparatus Using Eccentric Knob	United States	10/184,323	06-27-2002		
Pressurized Ink Filling Method for Duo-Compartment Inkjet Printer	United States	10/149,105	06-06-2002		
Method of Converting Single Chamber Inkjet Cassette into Duo-chambered Cassette	United States	10/149,106	06-06-2002		
MICR Inkjet Ink	United States	10/186,492	07-01-2002		
Process for the Preparation of Aqueous MICR Ink-Jet Ink Compositions	United States	10/186,440	07-01-2002		
Dye Sublimation Ink-Jet Ink and Dye Sublimation Transfer Process Using the Same	United States	10/234,770	09-04-2002		
Aqueous MICR Ink-Jet Ink Composition Containing a Combination of Special Surfactants	United States	10/397,912	03-26-2003		

Pledgor: Nu-kote International, Inc.
Secured Party: The CIT Group/Business Credit, Inc.

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Issue Date
Aqueous MICR Ink-Jet Ink Composition Containing a Combination of Special Surfactants	PCT	PCT/US03/14898	05-12-2003		
Process for the Preparation of Aqueous MICR Ink-Jet Ink	PCT	PCT/US03/14910	05-12-2003		
Dye Sublimation Ink-Jet and Dye Sublimation Transfer Process	PCT	PCT/US03/27557	09-03-2003		

2. Trademarks

a. Trademarks registered by Nu-kote International, Inc.

Trademark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
IMAGINATION STATION w/Design	United States	76/395,625	04-15-2002		
VERI-SHIP	United States	78/124,740	04-29-2002		
TRI-TECH	United States	78/124,721	04-29-2002		
RECYCLING REWARDS	United States	78/134,805	06-11-2002	2,740,867	07-22-2003
PLASMAJET	United States	78/174,992	10-16-2002		

b. Trademarks registered by Future Graphics, Inc. (by virtue of the merger of Future Graphics, Inc. with and into Nu-Kote International, Inc., such trademarks are now held by Nu-kote International, Inc.)

Trademark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
Future Graphics	Benelux			555852	03-25-1994
Future Graphics & Design	Benelux			556014	03-25-1994
Future Graphics	Portugal			299117	09-08-1995
Future Graphics	Portugal			299119	12-14-1998