

10/16/03

RECC

10-17-2003



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

1. Name of conveying party(ies):

Heller Financial, Inc., as Agent

- 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 Release and Reassignment
- Merger
- Change of Name

Execution Date: September 29, 2003

2. Name and address of receiving party(ies)

Name: Bowe Bell + Howell Scanners, L.L.C.

Internal Address:

Street Address: 3400 W. Pratt Avenue

City: Lincolnwood State: IL ZIP: 60712

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

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 patent number(s):

A. Trademark Application No.(s)

See Schedule 1 of US trademark/trademark applications.

B. Trademark Registration No.(s)

See Schedule 1 of US trademark/trademark applications.

Additional numbers attached? Yes No

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

Name: 202.705.2100

Inter: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

6. Total number of applications and registrations involved: 2

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

- 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.

Gregory T. Pealer, Paralegal

Name of Person Signing

Signature

October 14, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

10/17/2003 LMUELLER 00000032 1695821

01 FC:8521 40.00 OP

02 FC:8522 25.00 OP

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

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

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 29, 2003, by **HELLER FINANCIAL, INC.**, a Delaware corporation, as Agent (“**Agent**”).

WITNESSETH:

WHEREAS, Agent and Bowe Bell + Howell Scanners, L.L.C., a Delaware limited liability company f/k/a Bell & Howell Imaging Components, L.L.C. (“**Grantor**”), were parties to that certain Trademark Security Agreement, dated April 11, 2003 (the “**Assignment**”; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Assignment), pursuant to which Grantor granted a security interest to Agent, on behalf the Lenders (as defined below), in the Trademarks, as security for certain obligations owing by Grantor to Agent and the financial institutions (collectively, the “**Lenders**”) from time to time parties to that certain Credit Agreement dated as of September 28, 2001, by and among BBH, Inc., a Delaware corporation f/k/a Bell & Howell Company and BH Acquisition, Inc., Agent and Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the Assignment Division of the United States Patent and Trademark Office on April 22, 2003, at Reel 002715, Frame 0633; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and reassign the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor’ right, title and interest in and to all of the following:

(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 foregoing, 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.

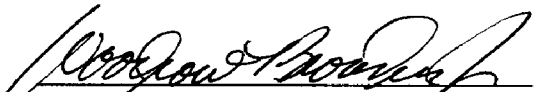
2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in

and to the Trademarks, and the goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

HELLER FINANCIAL, INC.,
a Delaware corporation, as Agent

By: 
Name: WOODROW BROADERS
Its: Duly Authorized Signatory

Trademark Release and Reassignment- Imaging Components
60212908

RECORDED: 10/16/2003

TRADEMARK
REEL: 002845 FRAME: 0630