

10-17-03



102576774

Attached original documents or copy thereof.

Tab settings

To the Honorable Commissioner of

1. Name of conveying party(ies):

Heller Financial, Inc., as Agent

10-17-03

- 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: BBH, Inc.

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

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: Attn: Penelope J.A. Agodoa

Intern: Federal Research Company, LLC

1030 15th Street, NW, Suite 920

Washington, DC 20005

202 782 2700

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- 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:

6

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

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

10/20/2003 6TOM11 00000004 733078

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

SCHEDULE 1**Bell & Howell Company**

Trademark	Country	Reg. No. or Serial No.
BELL & HOWELL	Canada	286395
BELL & HOWELL	Canada	289038
BELL & HOWELL	Canada	289048
BELL & HOWELL	Canada	299971
BELL & HOWELL	Hong Kong	0401/1983
BELL & HOWELL	Ireland	74117
BELL & HOWELL	Israel	27872
BELL & HOWELL	Italy	458037
BELL & HOWELL	Lebanon	546642
BELL & HOWELL	Pakistan	48329
BELL & HOWELL	Puerto Rico	15206
BELL & HOWELL	Switzerland	330016
BELL & HOWELL	US	733078
BELL & HOWELL PAPYRUS LINE	Czech Rep.	231616
BELL & HOWELL W/RECTANGLE	Argentina	1444660
BELL + HOWELL	Canada	339155
BELL + HOWELL	Morocco	47752
BELL + HOWELL	Oman	9665
BELL + HOWELL	Pakistan	113435
BELL + HOWELL	Peru	96562
BELL + HOWELL	Singapore	SN 4611/91
BELL + HOWELL	Singapore	SN 4612/91

Trademark	Country	Reg. No. or Serial No.
BELL + HOWELL	Singapore	SN 4613/91
BELL + HOWELL	Singapore	SN 4614/91
BELL + HOWELL (Stylized)	Denmark	04770/1994
BELL + HOWELL (Stylized)	India	516817
BELL + HOWELL (Stylized)	India	561816
BELL + HOWELL (Stylized)	Pakistan	113434
BELL + HOWELL (Stylized)	Sri Lanka	62811
BELL + HOWELL Logo and Design	China	2001155897
BELL + HOWELL Logo and Design	China	2001155899
BELL + HOWELL Logo and Design	China	2001155891
BELL + HOWELL Logo and Design	China	2001155892
BELL + HOWELL Logo and Design	China	2001155893
BELL + HOWELL Logo and Design	China	2001155894
BELL + HOWELL Logo and Design	China	2001155895
BELL + HOWELL Logo and Design	China	2001155896
BELL + HOWELL Logo and Design	China	2001155898
BELL+HOWELL (Stylized)	Australia	799145
BELL+HOWELL (Stylized)	Australia	799743
MAILMOBILE	US	1,179,022
MASTER MAILER	Japan	2702714
PHILLIPSBURG	US	767086

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 BBH, Inc., a Delaware corporation f/k/a Bell & Howell Company and BH Acquisition, Inc. ("**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 in, and a collateral assignment to Agent of, among other things, the Trademarks (as defined in the Assignment) as security for certain obligations owing by Grantor to the financial institutions (collectively, the "**Lenders**") from time to time party to that certain Credit Agreement dated as of September 28, 2001 by and among Grantor, certain of Grantor's affiliates, Agent, and Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A 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 0621; 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's 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

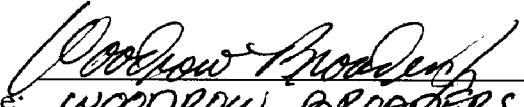
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

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- Bell & Howell
60212929

RECORDED: 10/17/2003

TRADEMARK
REEL: 002845 FRAME: 0903