

10/16/03

RECORDATION FORM COVER SHEET

10-17-2003

Tab settings 000

To the Honorable Commissioner of P:



ed original documents or copy thereof.

1. Name of conveying party(ies):

Heller Financial, Inc., as Agent

102576470

ress of receiving party(ies)

Name: Bowe Bell + Howell Company

Internal Address:

Street Address: 3501-B Tri-Center Blvd.

City: Durham State: NC ZIP: 27713

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
[X] Other Release and Reassignment

Execution Date: September 29, 2003

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] 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:

Narr 202.703.2700
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:

16

7. Total fee (37 CFR 3.41).....\$ 415.00

- 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]

Signature

October 14, 2003

Date

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

8

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 00000028 2215272

01 FC:8521 40.00 OP
02 FC:8522 375.00 OP

**SCHEDULE 1****Bell & Howell Mail and Messaging Technologies Company**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. or Serial No.</b>
AIMODULE	US	2,215,272
B&H SERVICEPLUS <sup>+</sup>	Australia	927066
B&H SERVICEPLUS <sup>+</sup>	Canada	1152775
B&H SERVICEPLUS <sup>+</sup>	Mexico	566101
B&H SERVICEPLUS <sup>+</sup>	US	76/382631
BASE STOCK VERIFY	US	76/361265
BELL & HOWELL ADVANTAGE	Switzerland	395238
BH 1000	Canada	1112660
BH 1000	US	76/209,224
BH 1000 VIP	Canada	1112659
BH 1000 VIP	US	76/209,633
BH 2000	Canada	1125775
BH 2000	Mexico	524912
BH 2000 VIP	Canada	1126488
BH 2000 VIP	Mexico	526332
BH 3000	US	76/361160
BH 3500	Canada	1121945
BH 3500	Mexico	738662
BH12KE	US	SN 76/257,262
COMMERCIAL MERLIN	US	76/342617
DATAVERIFY	Canada	1121946
DATAVERIFY	Mexico	738661

Trademark	Country	Reg. No. or Serial No.
DEMANDWORKS	Canada	1147508
DEMANDWORKS	CTM	2785988
DEMANDWORKS	Czech Rep.	183023
DEMANDWORKS	Hungary	M0203466
DEMANDWORKS	Japan	2002-62084
DEMANDWORKS	Mexico	557725
DEMANDWORKS	Mexico	557726
DEMANDWORKS	Norway	200206727
DEMANDWORKS	Poland	Z-253216
DEMANDWORKS	Turkey	
DEMANDWORKS	US	76/361352
EMESSAGING EXPRESS	Canada	1126489
EMESSAGING EXPRESS	CTM	2509958
EMESSAGING EXPRESS	Mexico	524913
ENTERPRISE	Benelux	557074
ER EXPRESS	US	76/422113
EROUTE	Czech Rep.	234224
e-ROUTE	Czech Rep.	229441
e-ROUTE	Mexico	SN 389865
EXPEDITER	Taiwan	551881
IMPACT	Czech Rep.	223411
IMPACT	Finland	216022
IMPACT	Turkey	211168
IMPACT SIMULATION MODELING	Mexico	647637

Trademark	Country	Reg. No. or Serial No.
INTEGRAPATH	Mexico	604,110
INTEGRAPATH	Turkey	210266
INTELLACENTER	Czech Rep.	228722
INTELLACTR	Canada	1125774
INTELLACTR	CTM	2509834
INTELLACTR	Mexico	524914
INTELLAMGR	Finland	215057
INTELLAMGR	Hungary	156831
INTELLASERT	Turkey	205165
MAILSTAR	Canada	337769
MAILSTAR	France	1403195
MAILSTAR	Germany	B81585/7
MAILSTAR	Taiwan	551882
MAILSTAR	US	1,419,750
MAILSTAR 500	Japan	2721595
MAILSTAR 500	Korea (South)	248278
MATCHMAKER	US	1026554
MMT SABRE PLUS	US	76/361266
RASTAR	Canada	1105438
STATION-STATION READING	US	76/361264
TRANSFORMER	Czech Rep.	SN 142168
TRANSFORMER	Poland	SN Z-200829
TRANSFORMER	Turkey	SN 33189
WINSORT INPROCESSING	Canada	1131280

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. or Serial No.</b>
WINSORT NETWORK	US	76/361161
WINSORT ONE PASS	Canada	1135440
WINSORT ONE PASS	Mexico	540739
WINSORT ONE PASS	US	76/317722

## 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 Company, a Delaware corporation f/k/a Bell & Howell Mail and Messaging Technologies Company (“**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 of 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 002716, Frame 0085; 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]*

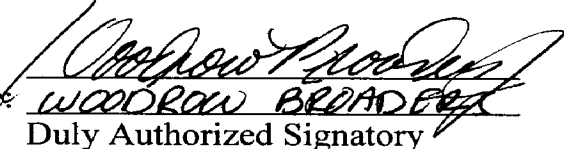
IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

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

By:

Name:

Its:

  
WOODROW BROADBENT  
Duly Authorized Signatory

Trademark Release and Reassignment- Mail & Messaging  
60212924

RECORDED: 10/16/2003

**TRADEMARK**  
REEL: 002847 FRAME: 0187