

03-05-2004

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To the Honorable Commission

attached original documents or copy thereof.

1. Name of conveying party(ies):

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

Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60003

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Illinois banking

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

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- 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: September 25, 2003

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A-1 and Schedule A-2 attached hereto.

B. Trademark Registration No.(s)

See Schedule A-1 and Schedule A-2 attached hereto.

Additional numbers attached? Yes No

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

Name:

Intern Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street:

City: State: ZIP:

03/04/2004 LNUELLER 00000047 75756184

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$65⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

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.

Andrea Serdiuk, Paralegal

Name of Person Signing

Andrea Serdiuk

Signature

2/7/04

Date

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

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

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

Registered Trademarks	Registration Number
COPISCAN	1695821

PENDING TRADEMARK APPLICATIONS

PENDING U.S. TRADEMARK APPLICATIONS	FILING NO.
BELL + HOWELL ESCAN	75/756184

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.

TRADEMARK COLLATERAL AGREEMENT

This 25th day of September, 2003, BOWE BELL + HOWELL SCANNERS, L.L.C., a Delaware limited liability company ("*Debtor*"), with its principal place of business and mailing address at 3400 W. Pratt Avenue, Lincolnwood, Illinois, 60712, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for Lenders defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law (all of the foregoing being herein sometimes referred to as the "*Trademark Collateral*"), to secure performance of all Secured Obligations as defined in that certain Security Agreement dated as of September 25, 2003 by and among Debtor, certain of its affiliates and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark.

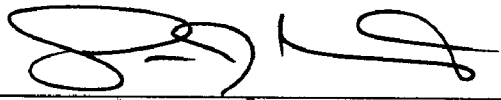
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BOWE BELL + HOWELL SCANNERS, L.L.C.

By 
Name: Louis Manetti
Title: Vice President, Secretary & Treasurer

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured
Party

By _____
Name: Patrick J. McDonnell
Title: Managing Director

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BOWE BELL + HOWELL SCANNERS, L.L.C.

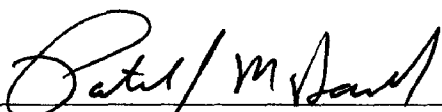
By _____

Name: _____

Title: _____

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured
Party

By 

Name: Patrick J. McDonnell

Title: Managing Director

Signature Page to Trademark Collateral Agreement

RECORDED: 03/03/2004

TRADEMARK
REEL: 002922 FRAME: 0291