

Form PTO-1594  
(Rev. 03/01)

RE



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102769765

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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):  
Ark CLO 2000-1-Limited

5-27-04

- 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 \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 5/4/2004

2. Name and address of receiving party(ies)

Name: Patriarch Partners Agency Services, LLC

Internal Address: Suite 700

Street Address: 112 So. Tryon Street

City: Charlotte State: NC Zip: 28284

- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached  Yes  No

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

Name: Tonya Chapple

Internal Address: C/O CSC

Street Address: 80 State Street

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- 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.

Tonya Chapple  
Name of Person Signing

*Tonya Chapple*  
Signature

05/26/2004  
Date

Total number of pages including cover sheet, attachments, and document: 5

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



06/17/2004 NSETACHE 00000079 946297

01-FC-1521  
02-FC-1522

40.00 DP  
100.00 DP

05-27-2004

TRADEMARK

REEL: 002992 FRAME: 0846

# Exhibit A

## TRADEMARK RIGHTS

### Trademarks and Trademark Registrations

#### Registrations - -

##### United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SO	946,297	10/31/1972
SCAN-OPTICS	949,308	12/26/1972
VISTAFORM	2360545	06/20/2000
VISTACAPTURE	2385948	09/12/2000
VISTASTAT	2385947	09/12/2000

#### Pending Applications - -

##### United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		

## ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") is dated as of May 4, 2004 and made by Ark CLO 2000-1, Limited ("Ark") in favor of Patriarch Partners Agency Services, LLC (the "Agent").

WHEREAS, pursuant to that certain Trademark Collateral Security and Pledge Agreement, dated as of April 7, 1993 (as amended, restated, modified or supplemented from time to time, the "Prior Trademark Security Agreement"), between Ark (as assignee of Fleet National Bank, formerly known as BankBoston, N.A., as successor/assignee of Bank of Boston Connecticut) and Scan-Optics, Inc. ("Scan-Optics"), Scan-Optics granted to Ark a first priority security interest in all of its trademarks;

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of March 30, 2004, among Scan-Optics, as borrower, certain subsidiaries of Scan-Optics from time to time party thereto, as guarantors, Ark and Zohar CDO 2003-1, Limited, as lenders (the "Lenders"), and Agent, Agent was appointed as agent on behalf of the Lenders;

WHEREAS, pursuant to that certain Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of March 30, 2004, among Scan-Optics, the Agent and the Lenders, Scan-Optics (a) amended and restated its obligations under the Prior Trademark Security Agreement and (b) reaffirmed and continued its grant of security interest in, and pledge and mortgage of, all of its trademarks, including, without limitation, the trademarks listed on Exhibit A hereto (collectively, the "Trademark Rights"), to the Agent (as successor in interest to Ark as the secured party under the Prior Trademark Security Agreement), for itself and for the benefit of the Lenders;

WHEREAS, the parties now wish to effectuate the assignment of the Trademark Rights from Ark to Agent by filing this Assignment with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ark hereby assigns, sells and transfers unto Agent the Trademark Rights.

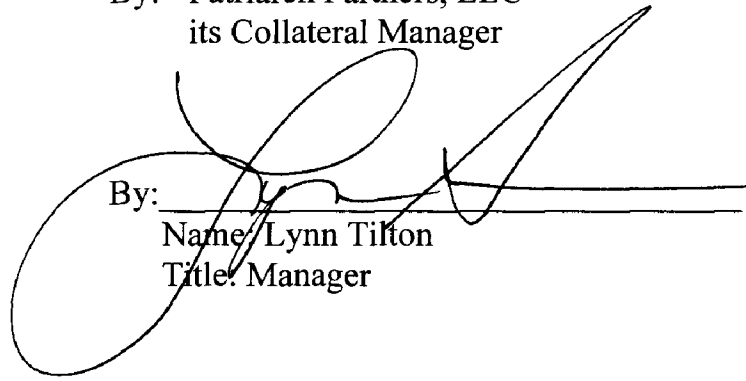
Ark hereby requests the Commissioner of Patents and Trademarks to record Agent as the assignee of the Trademark Rights.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, Ark has executed this Assignment of Security Interest in Trademarks as of this 4th day of May, 2004.

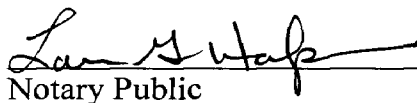
**ARK CLO 2000-1, LIMITED**

By: Patriarch Partners, LLC  
its Collateral Manager

By:   
Name: Lynn Tilton  
Title: Manager

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NEW YORK    )

On this 4<sup>th</sup> day of May, 2004, there appeared before me Lynn Tiltz, personally known to me (or proved to me on the basis of satisfactory evidence), who acknowledged that he signed the foregoing Assignment as her voluntary act and deed on behalf and with full authority of Patriarch Partners, LLC, the collateral manager of Ark CLO 2000-1, Limited.

  
Notary Public

LARRY C. MANDERIN  
Notary Public, State of New York  
No. 0000000000  
Qualified in \_\_\_\_\_ County  
Commission Expires ~~13, 10~~ July 15, 2006

# Exhibit A

## TRADEMARK RIGHTS

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#### Pending Applications - -

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<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		

Foreign Trademarks and Trademark Registration

<u>Country/ Reference</u>	<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
<u>CANADA</u>			
SOI/T01/9/CA	SO & Design	191,952	06/22/1973
SOI/T02/9/CA	SCAN-OPTICS	193,821	09/07/1973
<u>JAPAN</u>			
SOI/T01/9/JP	SO & Design	1,225,188	10/07/1976
<u>ITALY</u>			
SOI/T01A/9/IT	SO & Design	T091C001933	09/12/1991
SOI/T02A/9/IT	SCAN-OPTICS	T091C001939	09/12/1991

NY250577.4/1939-18832