# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
New Hermes Incorporated		04/28/2000	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	WestLB AG, London Branch (formerly know as Westdeutsche Landesbank Girozentrale, London Branch)
Street Address:	25 Basinghall Street
Internal Address:	Woolgate Exchange
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2V 5HA
Entity Type:	London Branch of a German Corporation: GERMANY

### PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	561422	ENGRAVOGRAPH
Registration Number:	747427	METALLEX
Registration Number:	764101	GRAVOPLY
Registration Number:	764152	GRAVOXIDE
Registration Number:	780468	QUICK TYPE
Registration Number:	961438	NEW HERMES ENGRAVOGRAPH
Registration Number:	968603	GRAVOGRAPH
Registration Number:	961443	NEW HERMES
Registration Number:	1019711	2 PLEX
Registration Number:	1111758	2- PLEX
Registration Number:	1104207	NEW HERMES
Registration Number:	1166135	THERMOGRAPH
Registration Number:	1359931	NEW HERMES INSTANT LIQUID BOND

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Registration Number:	1257524	THE DIRECTOR
Serial Number:	75461496	NEWHERMES.COM
Serial Number:	75348716	VANGUARD OPTIMA
Serial Number:	75634837	GRAVOFLEX
Serial Number:	75634838	GRAVOLASE
Serial Number:	75708018	NEW HERMES CAPITAL

#### **CORRESPONDENCE DATA**

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Jordan Altman

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP - IP Docketing

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	9561/998
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#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2: Address Line 3: Address Line 4:

NAME OF SUBMITTER:	Jordan Altman
Signature:	/Jordan Altman/
Date:	10/03/2005

#### **Total Attachments: 6**

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated April 12, 2000, is made by the persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Westdeutsche Landesbank Girozentrale, London Branch, as security agent (the "Security Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Gravograph New Hermès Holding LLC and certain of its subsidiaries have entered into (a) a Credit Facilities Agreement dated as of April 15, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Facilities Agreement"), with Westdeutsche Landesbank Girozentrale, London Branch, as Security Agent, and the lenders party thereto and (b) a Mezzanine Credit Facility Agreement dated as of April 26, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Mezzanine Credit Facilities Agreement") with the Security Agent and the lenders party thereto.

WHEREAS, each Grantor has executed and delivered that certain Security Agreement dated April 28, 2000 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms used and not defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities in the United States.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- Section 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "<u>Collateral</u>"):
  - (i) the United States, international, and foreign patents and patent applications set forth in Schedule I hereto (as such Schedule I may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit D to the Security Agreement (an "IP Security Agreement Supplement"), executed and delivered by such Grantor to the Security Agent from time to time), together with all reissues, divisions, continuations,

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continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

- (ii) the United States and foreign trademark and service mark registrations and applications set forth in Schedule II hereto (as such Schedule II may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "Trademarks");
- (iii) the copyrights, United States and foreign copyright registrations and applications set forth in Schedule III hereto (as such Schedule III may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "Copyrights");
- (iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
  - (v) any and all proceeds of the foregoing.
- Section 2. <u>Security for Obligations</u>. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.
- Section 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.
- Section 4. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- Section 5. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.
- Section 6. <u>Governing Law</u>. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEW HERMES INCORPORATED

Name:

Title:

WESTDEUTSCHE LANDESBANK GIROZENTRALE, as Security Agent

By: K. Rampley Araban Francy

Title: Associate Devitor



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# **PATENTS**

# New Hermes, Incorporated

Patent No./ Application No.	Issued Date/ Filing Date	Title	Country
5240539	08/3/1993	Process For Making Three-Dimensional Signage	United States
5368672	11/29/1994	Process For Making Three-Dimensional Signage	United States

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# TRADEMARKS

# New Hermes, Incorporated

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Country
GRAVOGRAPH	2092288	07/04/1996	755463	02/23/1973	Argentina
GRAVOGRAPH	33453B	07/23/1960	208255	06/08/1967	Chile
ENGRAVOGRAPH	NONE	07/10/1966	131718	07/10/1966	Mexico
ENGRAVOGRAPH	58883L	11/01/1949	561422	07/15/1952	United States
GRAVO FLEX (STYLIZED)	228275	01/26/1955	TMA103508	06/08/1956	Canada
METALLEX	145360	05/24/1960	747427	04/02/1963	United States
GRAVOPLY	145361	05/24/1962	764101	02/04/1964	United States
GRAVOXIDE	168429	05/08/1963	764152	02/04/1964	United States
QUICKTYPE & DESIGN	179153	10/16/1963	780468	11/17/1964	United States
GRAVOPLY	1928874	07/20/1994	1558166	04/28/1995	Argentina
GRAVOPLY	758860	07/08/1994	TMA455881	03/22/1996	Canada
GRAVOFLEX (STYLIZED)	1902450	12/10/1993	1531811	07/29/1994	Argentina
GRAVOFLEX	179685	10/01/1993	498166	10/01/1993	Mexico
NEW HERMES ENGRAVOGRAPH	427657	06/19/1972	961438	06/19/1973	United States
GRAVOGRAPH	427443	06/15/1972	968603	09/18/1993	United States
NEW HERMES	664095	08/13/1990	837885	08/16/1991	Canada
NEW HERMES	200641	06/01/1994	468494	06/01/1994	Mexico
NEW HERMES	436919	09/28/1972	961443	06/19/1973	United States
MARBLOY	368773	10/10/1973	TMA202709	10/25/1974	Canada
2 PLEX	370923	12/17/1973	TMA212917	03/26/1976	Canada
2 PLEX	466752	08/27/1973	1019711	09/02/1975	United States
2-PLEX	143887	10/06/1977	1111758	01/23/1979	United States
NEW HERMES & DESIGN	147965	11/09/1977	1104207	10/17/1978	United States
THERMOGRAPH	214935	05/09/1979	1166135	08/25/1981	United States

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Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Country
INSTANT LIQUID BOND LOGO	453230	05/02/1900	TMA284189	10/21/1983	Canada
NEW HERMES INSTANT LIQUID BOND	450820	11/02/1983	1359931	09/17/1985	United States
DIRECTOR (THE)	326617	09/03/1981	1257524	11/15/1983	United States
VANGUARD	667331	09/27/1990	389436	10/18/1991	Canada
ORBITER	667359	09/27/1990	389437	10/18/1991	Canada
GRAVOGRAPH	818311223	01/31/1995	818311223	05/20/1997	Brazil
GRAVOGRPAH	758861	07/08/1994	445268	07/14/1995	Canada
GRAVOGRAPH	211457	06/17/1992	421846	02/14/1994	Chile
ENGRAVOGRAPH	1894283	10/06/1993	1522850	05/31/1994	Argentina
ENGRAVOGRAPH	818311231	01/31/1995	818311231	04/29/1997	Brazil
ENGRAVOGRAPH	758859	07/08/1994	445267	07/14/1995	Canada
NEWHERMES.COM	75/461496	04/02/1998			United States
VANGUARD OPTIMA	75/348716	08/28/1997	2278760	09/21/1999	United States
GRAVOFLEX	75/634837	02/02/1999			United States
GRAVOLASE	75/634838	02/02/1999			United States
NEW HERMES CAPITAL	75/708018	05/17/1999			United States

**RECORDED: 10/03/2005**