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| TRADEMARK ASSIGNMENT |
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Electronic Version v1.1
 Stylesheet Version v1.1

08/04/2005
900029561

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| EFFECTIVE DATE: | 08/01/2005 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-----------------------|
| ELECTROGRAPH TECHNOLOGIES CORP. AND ELECTROGRAPH SYSTEMS, INC. | | 08/01/2005 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | D.B. Zwirn Special Opportunities Fund, L.P., as Second Lien Agent |
| Street Address: | 745 Fifth Avenue |
| Internal Address: | 18th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10151 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 2290243 | MANCHESTER THE ANSWER |
| Registration Number: | 2278177 | MANCHESTER THE ANSWER |
| Registration Number: | 2278175 | MANCHESTER THE ANSWER |
| Registration Number: | 2274548 | MANCHESTER THE ANSWER |
| Registration Number: | 2274543 | MANCHESTER THE ANSWER |
| Registration Number: | 2290246 | MANCHESTER |
| Registration Number: | 2278177 | MANCHESTER |
| Registration Number: | 2281684 | MANCHESTER THE ANSWER |
| Registration Number: | 2274544 | MANCHESTER THE ANSWER |
| Registration Number: | 2281680 | MANCHESTER |

OP 5055.UU 2290243

| | | |
|----------------------|---------|------------------------------|
| Registration Number: | 2274553 | MANCHESTER |
| Registration Number: | 2272391 | MANCHESTER |
| Registration Number: | 2272590 | MANCHESTER |
| Registration Number: | 2272389 | MANCHESTER |
| Registration Number: | 1860154 | MEC |
| Registration Number: | 2281881 | THE ANSWER |
| Registration Number: | 2274545 | THE ANSWER |
| Registration Number: | 2617004 | TELSTARR |
| Registration Number: | 2434608 | MARKETPLACE 4U |
| Registration Number: | 2761274 | VALUE-ADDED-PLUS |
| Registration Number: | 2596952 | ELECTROGRAPH |
| Registration Number: | 2685248 | DISPLAY TECHNOLOGY SOLUTIONS |
| Registration Number: | 2434948 | I |
| Registration Number: | 2389814 | MARKETPLACE 4 U.COM |
| Registration Number: | 2381373 | MARKETPLACE4U.COM |
| Registration Number: | 2383153 | MARKETPLACE4U |

CORRESPONDENCE DATA

Fax Number: (213)986-3123
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2136836123
 Email: bethanyware@paulhastings.com
 Correspondent Name: Bethany Ware
 Address Line 1: 515 South Flower Street
 Address Line 2: 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Bethany Ware |
| Signature: | /Bethany L. Ware/ |
| Date: | 08/04/2005 |

Total Attachments: 18
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**SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

"The Liens and security interests securing the Indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens are subordinate in the manner and to the extent set forth in that certain Intercreditor and Lien Subordination Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement"), dated as of August 1, 2005, among ELECTROGRAPH SYSTEMS, INC., a New York corporation ("Borrower"), ELECTROGRAPH HOLDINGS, INC., a Delaware corporation ("Ultimate Holdings"), ELECTROGRAPH TECHNOLOGIES CORP. (formerly known as Manchester Technologies, Inc.), a New York corporation ("Holdings"), CHAMPION VISION, INC., a New York corporation ("Champion"), COASTAL OFFICE PRODUCTS, INC., a Maryland corporation ("Coastal"; each of Borrower, Holdings, Ultimate Holdings, Champion, Coastal, and each other Person who guarantees, or otherwise grants a lien on its assets to secure, a First Lien Obligation (as defined therein) or a Second Lien Obligation (as defined therein) is referred to herein as a "Debtor" and, collectively, as the "Debtors"), D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership, acting in its capacity as agent (in such capacity, together with its successors and assigns, is referred to herein as the "Second Lien Agent") on behalf of the Second Lien Lenders (as defined therein), and ANTARES CAPITAL CORPORATION, a Delaware corporation, acting in its capacity as agent (in such capacity, together with its successors and assigns, is referred to herein as the "First Lien Agent") on behalf of the First Lien Lenders (as defined therein), to the liens and security interests securing indebtedness (including interest) owed by the Debtors pursuant to that certain Credit Agreement dated as of August 1, 2005 among Ultimate Holdings, Borrower, the First Lien Agent and the lenders from time to time party thereto, and certain guarantees of the indebtedness evidenced thereby, as such Credit Agreement and such guarantees may be amended, restated, supplemented or otherwise modified from time to time as permitted under the Intercreditor Agreement and to the liens and security interests securing indebtedness refinancing the indebtedness under such agreements as permitted by the Intercreditor Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement."

THIS SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 1st day of August, 2005, by and among Debtors and Second Lien Agent.

WITNESSETH

WHEREAS, pursuant to a certain Second Lien Credit Agreement of even date herewith by and among Ultimate Holdings, Borrower, Second Lien Agent, and the Second Lien Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), the Second Lien Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

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WHEREAS, pursuant to a certain Security Agreement of even date herewith among Second Lien Agent, each Debtor, and certain affiliates of Debtors (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement") each Debtor has granted to Second Lien Agent, for its own benefit and the benefit of the Second Lien Lenders, a continuing security interest in, among other things, substantially all of such Debtor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefore (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications) and goodwill associated therewith, copyrights and all applications and registrations therefor and license rights, except to the extent the same constitute Excluded Property (as such term is defined in the Second Lien Security Agreement);

WHEREAS, as of the date hereof, Ultimate Holdings and Borrower have also entered into (a) that certain Credit Agreement (as may be amended, restated, modified or supplemented from time to time, the "First Lien Credit Agreement") among Ultimate Holdings, Borrower, the First Lien Lenders and the First Lien Agent, and (b) that certain Security Agreement (as may be amended, supplemented or otherwise modified from time to time, the "First Lien Security Agreement"), by and between each of the Debtors and the First Lien Agent, pursuant to which each Debtor has granted a first priority Lien to the First Lien Agent for the benefit of the First Lien Lenders on the Collateral to secure such Debtor's obligations under the First Lien Loan Documents; and

WHEREAS, Debtors, the First Lien Agent and the Second Lien Agent have entered into the Intercreditor Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees as follows:

1. Incorporation of Second Lien Security Agreement; Second Lien Credit Agreement Definitions. The Second Lien Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Second Lien Credit Agreement, and if (and only if) not defined therein, in the Intercreditor Agreement. Terms defined in the Uniform Commercial Code, as in effect in the State of New York from time to time or, when the context relates to perfection or priority of a security interest, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction (the "UCC"), which are not otherwise defined in this Agreement or in the Second Lien Security Agreement, Second Lien Credit Agreement or Intercreditor Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, each Debtor hereby grants to Second Lien Agent, for its own benefit and on behalf of the Second Lien Lenders, a continuing security interest in such

Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions, including, without limitation, the United States issued patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the United States copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, all registrations thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), including, without limitation, the United States trademark registrations and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of such Debtor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Second Lien Agent under this Agreement, each Debtor hereby assigns, transfers and conveys, effective upon notice from Second Lien Agent to such Debtor after the occurrence and during the continuance of any Event of Default, to Second Lien Agent, for its own benefit and on behalf of the Second Lien Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Second Lien Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Second Lien Agent and its successors, assigns and transferees, whether by voluntary

conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to such Debtor or any other Person by Second Lien Agent (except that if Second Lien Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the United States issued patents, registered copyrights and registered trademarks, and all of the federal applications therefor now owned by each Debtor. Each Debtor shall provide Second Lien Agent on an annual basis with a list of all patents, copyrights and trademarks issued, registered or applied for by such Debtor subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Second Lien Security Agreement and this Agreement.

4. Effect on Second Lien Credit Agreement: Cumulative Remedies. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Second Lien Agent or the Second Lien Lenders under the Second Lien Credit Agreement or the Second Lien Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Second Lien Agent and the Second Lien Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Second Lien Credit Agreement or the Second Lien Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER SECOND LIEN AGENT NOR ANY SECOND LIEN LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT THE APPLICABLE DEBTOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect: Benefits. This Agreement shall be binding upon each Debtor and its respective successors and assigns, and shall inure to the benefit of Second Lien Agent and its successors and assigns.

6. APPLICABLE LAW: SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS

AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

7. Conflict with the Other Second Lien Loan Documents. This Agreement supplements the other Second Lien Loan Documents and nothing in this Agreement shall be deemed to limit or supersede the rights granted to the Second Lien Agent or the Second Lien Lenders or their agent in any other Second Lien Loan Document. In the event of any conflict between this Agreement and the Second Lien Credit Agreement, the provisions of the Second Lien Credit Agreement shall govern and control.

8. Intercreditor Agreement. In the event of any conflict between this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall govern and control.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered as of the day and year first above written.

DEBTORS:

ELECTROGRAPH SYSTEMS, INC.,
a New York corporation

By 
Name _____
Title _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LEND)]

TRADEMARK


REEL: 003173 FRAME: 0696

ELECTROGRAPH HOLDINGS, INC.,
a Delaware corporation

By 
Name _____
Title _____


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN)]

ELECTROGRAPHTECHNOLOGIES CORP.,
a New York corporation

By  _____
Name _____
Title _____


(SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LITEN))

CHAMPION VISION, INC.,
a New York corporation

By 
Name _____
Title _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN)]

COASTAL OFFICE PRODUCTS, INC.,
a Maryland corporation

By 
Name _____
Title _____

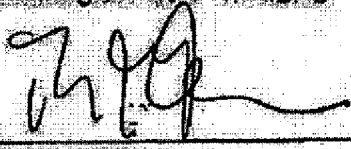
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LEND)]

Accepted and Agreed to:

**D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.**
a Delaware limited partnership, as Second
Lien Agent

By: D.B. Zwirn Partners, LLC, its general
partner

By: Zwirn Holdings, LLC, its managing
member

By: 

~~Name: Daniel B. Zwirn~~
~~Title: Managing Member~~

Perry A. Gross
Authorized Signatory

[SIGNATURE PAGE TO INITIAL ACTUAL PROPERTY SECURITY AGREEMENT (SECOND LIE)]

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

PATENTS

U.S. Patents

None.

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

COPYRIGHTS

U.S. Copyrights

None.

**SCHEDULE C
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

TRADEMARKS

U.S. Trademarks

| <u>HOLDER</u> | <u>TRADEMARK NAME</u> | <u>REGISTRATION #</u> | <u>REGISTRATION DATE</u> |
|---|---------------------------------------|---------------------------|------------------------------|
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | "Manchester the answer" and design | 2,290,243 | Nov. 2, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | Manchester the answer" and design | 2,278,177 | Sept. 14, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | Manchester the answer" and design | 2,276,175 | Sept. 7, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph | Manchester the answer" and design | 2,274,548 | Aug. 31, 1999 |

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|---|---------------------------------------|-----------|----------------|
| Systems, Inc.) Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | Manchester the answer" and design | 2,274,543 | Aug. 31, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | "Manchester" | 2,290,246 | Nov. 2, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | "Manchester" | 2,276,177 | Sept. 7, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | "MANCHESTER the answer" and design | 2,281,684 | Sept. 28, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | "Manchester the answer" and design | 2,274,544 | Aug. 31, 1999 |

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|---|------------------|-----------|----------------|
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | "MANCHESTER" | 2,281,680 | Sept. 28, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | "MANCHESTER" | 2,274,553 | Aug. 31, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | "MANCHESTER" | 2,272,391 | Aug. 24, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | "MANCHESTER" | 2,272,390 | Aug. 24, 1999 |
| Manchester Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) | "MANCHESTER" | 2,272,389 | Aug. 24, 1999 |
| Manchester | "MEC" and design | 1,860,154 | Oct. 25, 1994 |

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|---|-----------------------------------|-----------|----------------|
| Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) Manchester | "The Answer" | 2,281,681 | Sept. 28, 1999 |
| Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) Manchester | "The Answer" | 2,274,545 | Aug. 21, 1999 |
| Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) Manchester | "TelstarR" | 2,617,004 | Sept. 10, 2002 |
| Equipment Co., Inc. (now known as Electrograph Technologies Corp. and contributed to Electrograph Systems, Inc.) Marketplace 4U.com, Inc. (contributed to Electrograph Systems, Inc.) | "Marketplace4u" | 2,434,608 | Mar. 13, 2001 |
| Electrograph Systems, Inc. | "Value-Added-Plus" | 2,761,274 | Sept. 9, 2003 |
| Electrograph Systems, Inc. | "Electrograph" | 2,596,952 | Jul. 23, 2002 |
| Electrograph Systems, Inc. | "Display Technology Solutions" | 2,685,248 | Feb. 11, 2003 |

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|--|----------------------|-----------|----------------|
| Marketplace 4U.com, Inc. (contributed to Electrograph Systems, Inc.) | "I" and design | 2,434,948 | Mar. 13, 2001 |
| Marketplace 4U.com, Inc. (contributed to Electrograph Systems, Inc.) | "Marketplace 4U.com" | 2,389,814 | Sept. 26, 2000 |
| Marketplace 4U.com, Inc. (contributed to Electrograph Systems, Inc.) | "Marketplace4U.com" | 2,381,373 | Aug. 29, 2000 |
| Marketplace 4U.com, Inc. (contributed to Electrograph Systems, Inc.) | "Marketplace4U" | 2,383,153 | Sept. 5, 2000 |

Paul Hastings
ATTORNEYS

Paul, Hastings, Janofsky & Walker LLP
515 South Flower Street • 25th Floor • Los Angeles, CA 90071-2228
telephone 213 583 8000 • facsimile 213 627 0705 • www.paulhastings.com

FACSIMILE TRANSMISSION

to: **company/office:** **facsimile:** **telephone:**
Kimberly White **(571) 273-0140**

from: **facsimile:** **telephone:**

client matter number: .

date: **8/11/2005 10:53:48 AM** **pages (with cover):** **24**

comments:

Per Bethany Ware Request.

Thank you

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RECORDED: 08/04/2005

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