

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Harold M. Pitman Company

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 201 Merritt Seven, 3rd Floor

City: Norwalk

State: CT

Country: USA Zip: 06856

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 3, 2006

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other A&R Trademark Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/592,005

B. Trademark Registration No.(s)
see attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Mandie Smolich, Legal Assistant

Internal Address: _____

Street Address: Sidley Austin LLP
555 West Fifth Street, 40th Floor

City: Los Angeles

State: CA Zip: 90013

Phone Number: 213.896.6147

Fax Number: 213.896.6600

Email Address: msmolich@sidley.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$590

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501597

Authorized User Name Mandie Smolich

9. Signature:

Mandie Smolich

Signature

July 5, 2006

Date

Mandie Smolich

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$590.00 501597 78592005

Attachment to Trademark Recordation Form Cover Sheet

Item 1 continued

Charrette LLC, an Illinois limited liability company

Item 4 continued:

3065970, 3000862, 3000861, 3003657, 3081605, 2736801, 2654558, 2631612, 2649261,
2671681, 2857215, 2857213, 2627881, 2301973, 2473902, 1949944, 1723799, 1545332,
1386409, 1385513, 1032994, 0921554

EXECUTION VERSION

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is dated as of July 3, 2006, and is between HAROLD M. PITMAN COMPANY, an Illinois corporation ("Pitman" or a "Grantor") and CHARRETTE LLC, a Delaware limited liability company ("Charrette" or a "Grantor", together with Pitman, the "Grantors") and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (each as defined in the Credit Agreement referred to below) ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 27, 1999, by and among Pitman, the Persons (as defined in the Original Credit Agreement) named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified prior to September 24, 2003 (the "Original Credit Agreement"), Pitman and the Persons (as defined in the Original Credit Agreement) named therein as grantors have executed and delivered to Agent that certain Security Agreement dated as of August 27, 1999, as amended by that certain First Amendment to Security Agreement and Annex A to Credit Agreement, dated as of October 31, 2001 (the "Existing Security Agreement"), pursuant to which Pitman and such grantors have granted to the Agent (on behalf of the Lenders) a continuing Lien on the Collateral (each as defined in the Existing Security Agreement) to secure payment of the obligations;

WHEREAS, pursuant to the Existing Security Agreement, Pitman was required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, that certain Trademark Security Agreement dated August 27, 1999 (the "Existing Trademark Security Agreement");

WHEREAS, Pitman, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders entered into that certain Amended and Restated Credit Agreement dated as of September 24, 2003 as amended by that certain First Amendment and Limited Waiver to Amended and Restated Credit Agreement, dated May 7, 2004, and that certain Second Amendment to Amended and Restated Credit Agreement, dated July 19, 2005 (the "Existing Credit Agreement") and in connection therewith, Pitman and certain other Persons named therein delivered that certain Rcaffirmation Agreement, dated as of September 24, 2003, in favor of Agent which, *inter alia*, reaffirmed its obligations under the Existing Trademark Security Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Second Amended and Restated Credit Agreement dated as of the date hereof, among Grantors, the other Credit Parties, the Lenders signatory thereto from time to time and Agent (as amended, restated, supplemented and otherwise

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

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modified from time to time, the "Credit Agreement") but only upon the condition, among others, that each Grantor and the other Credit Parties named therein shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. AMENDMENT AND RESTATEMENT.

(a) This Agreement hereby amends and restates the Existing Trademark Security Agreement in its entirety. On or after the date hereof, each reference in each Loan Document to the Existing Trademark Security Agreement, "thereunder", "thereof", or words of like import referring thereto shall mean and be a reference to this Agreement.

(b) It is expressly agreed and understood by each of the parties hereto that this Agreement is in no way intended and shall not be deemed or construed to constitute a novation of the Existing Trademark Security Agreement.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent (and Pitman herein reconfirms its grant under the Existing Trademark Security Agreement), on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii)

injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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 follows]

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

HAROLD M. PITMAN COMPANY

BY: 

JOSEPH A. DEMHARTER, PRESIDENT

CHARRETTE LLC

BY HAROLD M. PITMAN COMPANY
MANAGER

By: 

JOSEPH A. DEMHARTER, PRESIDENT

EXECUTION VERSION

ACKNOWLEDGMENT OF GRANTOR

STATE OF Bergen, N.J.)
)
COUNTY OF Bergen) ss.

On this 30th day of June, 2006 before me personally appeared Joseph A. Dembater, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Harold M. Pitman Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Marianne Novak

Notary Public

{seal}

Marianne Novak
Notary Public State of New Jersey
My Commission Expires 4/04/2011

ACKNOWLEDGMENT OF GRANTOR

STATE OF N.J.)
)
COUNTY OF Bergen) ss.

On this 30th day of June, 2006 before me personally appeared Joseph A. Dembater proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Charrette, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Marianne Novak

Notary Public

{seal}

Marianne Novak
Notary Public State of New Jersey
My Commission Expires 4/04/2011

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Harold M. Pitman Co.:

TRADEMARK	SN	FILING DATE	REG. NO.	REG DATE.	CLASSES	REN. DATE
PITMAN	73-272930	8-4-80	1,177,851	11-17-81	19-23	

In addition, the Company uses only the names of Harold M. Pitman Company, "Pitman Company" and PrintNation in the conduct of its business. Pitman's trademark rights in the name/mark Pitman and PrintNation are summarized in the attached letter dated September 10,2003 from the company's trademark attorney, W. Patrick Quast.

Charrette LLC:

Charrette LLC Registered Trademarks:

Owner	Mark	Reg. No.	Reg. Date	Jurisdiction
Charrette LLC	DURATEX	3,065,970	03/07/2006	United States
Charrette LLC	SENTINEL IMAGING (and Design)	3,000,862	09/27/2005	United States
Charrette LLC	SENTINEL IMAGING (and Design)	3,000,861	09/27/2005	United States
Charrette LLC	SENTINEL	3,003,657	10/04/2005	United States
Charrette LLC	SENTINEL	3,081,605	04/18/2006	United States
Charrette LLC	SPECIALTY INKJET MEDIA	2,736,801	07/15/2003	United States
Charrette LLC	DGI (and Design)	2,654,558	11/26/2002	United States
Charrette LLC	CAD-ONE	2,631,612	10/08/2002	United States
Charrette LLC	CAD ONE 1 (and Design)	2,649,261	11/12/2002	United States
Charrette LLC	GRAPHIX	2,671,681	01/07/2003	United States
Charrette LLC	SENTINEL	2,857,215	06/29/2004	United States
Charrette LLC	SENTINEL IMAGING (and Design)	2,857,213	06/29/2004	United States
Charrette LLC	CHARRETTE	2,627,881	10/01/2002	United States
Charrette LLC	CAMBRIDGE	2,301,973	12/21/1999	United States
Charrette LLC	OPTIX	2,473,902	07/31/2001	United States
Charrette LLC	CAMBRIDGE	1,949,944	01/23/1996	United States

{00264171.DOC} AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

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Charrette LLC	CAMBRIDGE	1,723,799	10/13/1992	United States
Charrette LLC	SAFETYEDGE	1,545,332	06/27/1989	United States
Charrette LLC	CHARRETTE	1,386,409	03/18/1986	United States
Charrette LLC	CHARRETTE	1,385,513	03/04/1986	United States
Charrette LLC	VIS-I-BLOK	1,032,994	02/10/1976	United States
Charrette LLC	PROPRINT	921,554	10/05/1971	United States
Charrette LLC	CHARRETTE	35,322	06/25/1984	Massachusetts
Charrette LLC	CHARRETTE	88,160	07/06/1984	New York
Charrette LLC	CHARRETTE	TMA400,449	07/24/1992	Canada
Mile High	ACCULOT			
Mile High	DESIGN LINE			

Trademark Applications

Owner	Mark	Serial No.	Filing Date	Jurisdiction
Charrette LLC	DURATEX	78/592,005	03/22/2005	United States

Unregistered Trademarks

Owner	Mark
Mile High	ACCU SOLVE