

01-22-2007

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/200)



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

WRD 12/19/06

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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):

Oxy-Dry Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) November 21, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: LaSalle Bank National Association

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 135 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

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)

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)

187565

Additional sheet(s) attached?  Yes  No

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

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

Name: Finn Dixon & Herling LLP

Internal Address: Attn: Latasha Jacobs

Street Address: 177 Broad Street, 15th Floor

City: Stamford

State: CT Zip: 06901-2048

Phone Number: 203-325-5017

Fax Number: 203-325-5001

Email Address: jacobs@fdh.com

6. Total number of applications and registrations involved:

97

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 4484  
Expiration Date 0909

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Latasha Jacobs

01/22/2007 DBYRNE 0000084 187565

Signature

December 19, 2006

Date

01 FC:8521

40.00 BP

Latasha Jacobs

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

CONTINUATION OF ITEM 1

**Baldwin Technology Company, Inc.**

**Baldwin Graphic Systems, Inc.**

**CONTINUATION OF ITEM 4**

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**GUARANTY AND COLLATERAL AGREEMENT**

**dated as of November 21, 2006**

**among**

**BALDWIN TECHNOLOGY COMPANY, INC.**

**MAINSEE 430. VV GMBH (TO BE RENAMED "BALDWIN GERMANY HOLDING  
GMBH")**

**BALDWIN GERMANY GMBH**

**and**

**OXY-DRY MASCHINEN GMBH**

**in the capacities set forth herein**

**and**

**OTHER PARTIES HERETO,  
in the capacities set forth herein,**

**and**

**LASALLE BANK NATIONAL ASSOCIATION,  
as the Administrative Agent**

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## GUARANTY AND COLLATERAL AGREEMENT

THIS GUARANTY AND COLLATERAL AGREEMENT dated as of November 21, 2006 (this "Agreement") is entered into among (i) BALDWIN TECHNOLOGY COMPANY, INC., a Delaware corporation ("Parent"), MAINSEE 430. VV GMBH (TO BE RENAMED "BALDWIN GERMANY HOLDING GMBH"), a German company ("Newco"), BALDWIN GERMANY GMBH, a German company ("BGG"), and OXY-DRY MASCHINEN GMBH, a German company ("Oxy-Dry GmbH") and each other Person signatory hereto (other than the Administrative Agent (as defined below)) and any other Person who after the date of this Agreement becomes a party hereto pursuant to Section 8.16 below (the term "Credit Party" as used herein shall refer to each Borrower, any such other Person a signatory hereto (other than the Administrative Agent) and any such other Person who after the date hereof so becomes a party hereto individually (in whatever capacity) and the term "Credit Parties" as used herein shall refer to the Borrowers, any such other Persons a signatory hereto (except the Administrative Agent) and any such other Persons who after the date hereof become a party hereto collectively (in whatever capacity); the term "Grantor" as used herein shall mean each Credit Party individually except for BGG and Oxy-Dry GmbH, and the term "Grantors" as used herein shall refer to all of the Credit Parties collectively except for BGG and Oxy-Dry GmbH (unless the context otherwise requires, references in this Agreement to a Grantor shall refer to such Grantor in its capacity hereunder as the grantor of a security interest in the Collateral (as defined below) of such Grantor and references in this Agreement to the Grantors shall refer to the Grantors collectively in their capacity as grantors hereunder of security interests in the Collateral of the Grantors; the term "Guarantor" shall mean each Credit Party individually in its capacity as a guarantor under this Agreement and the term "Guarantors" shall mean each Credit Party collectively in their capacity as Guarantors under this Agreement) and (ii) LASALLE BANK NATIONAL ASSOCIATION, as the Administrative Agent (the "Administrative Agent") for all the Lenders party to the Credit Agreement (as hereafter defined) and any other holder of the Secured Obligations and/or Guaranteed Obligations (as defined below). Each of the Parent, Newco, BGG and Oxy-Dry GmbH are sometimes individually referred to herein as a "Borrower" and they are sometimes collectively referred to herein as the "Borrowers".

The Lenders have severally agreed to extend credit to the Borrowers pursuant to the Credit Agreement. Each Borrower is affiliated with each other Borrower and each other Credit Party. The proceeds of credit extended under the Credit Agreement will be used in part to enable certain of the Borrowers to make valuable transfers to certain of the Credit Parties in connection with the operation of their respective businesses. The Borrowers and the other Credit Parties are engaged in interrelated businesses, and each Credit Party will derive substantial direct and indirect benefit from extensions of credit under the Credit Agreement. It is a condition precedent to each Lender's obligation to extend credit under the Credit Agreement that the Credit Parties shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of all the Lenders.

In consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the

Lenders to extend credit thereunder, each Credit Party hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

## SECTION I DEFINITIONS.

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the UCC (whether or not capitalized in the UCC): Accounts, Certificated Security, Commercial Tort Claims, Deposit Accounts, Documents, Electronic Chattel Paper, Equipment, Goods, Instruments, Inventory, Leases, Letter-of-Credit Rights, Letters of Credit, Money, Payment Intangibles, Supporting Obligations, Tangible Chattel Paper.

1.2 When used herein the following terms shall have the following meanings:

Assigned Agreements means the Related Agreements.

Agreement has the meaning set forth in the preamble hereto.

Borrower Obligations means, with respect to any Borrower, all Obligations of such Borrower.

Chattel Paper means all "chattel paper" as such term is defined in Section 9-102(a)(11) of the UCC and, in any event, including with respect to any Grantor, all Electronic Chattel Paper and Tangible Chattel Paper.

Collateral means (a) all of the personal property and fixtures, other than Excluded Collateral, now owned or at any time hereafter acquired by any Grantor or in which any Grantor now has or at any time in the future may acquire any right, title or interest, including (whether any item is mentioned once or more than once below) all of each Grantor's Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Intellectual Property, Inventory, Investment Property, Leases, Letter-of-Credit Rights, Letters of Credit, Money, Supporting Obligations and Identified Claims, (b) all books and records pertaining to any of the foregoing, (c) all Proceeds and products of any of the foregoing, and (d) all collateral security and guaranties given by any Person with respect to any of the foregoing; provided, however, that, notwithstanding the foregoing, Collateral shall not include (in addition to any exclusions by reason of the Excluded Collateral), and the security interest granted in the Collateral shall not attach to, any permit or license issued by a governmental authority to any Grantor or any agreement to which any Grantor is a party, in each case only to the extent and for so long as the terms of such permit, license or agreement or any requirement of applicable law (i) effectively (after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law) prohibit the creation by such Grantor of a security interest in such permit, license or agreement in favor of the Administrative Agent or (ii) would result in an effective (after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law) invalidation, termination or breach of the terms of any such permit, license or agreement, in each case unless and until any required consents are

Fixtures means all of the following, whether now owned or hereafter acquired by a Grantor: plant fixtures; business fixtures; other fixtures and storage facilities, wherever located; and all additions and accessories thereto and replacements therefor.

General Intangibles means all "general intangibles" as such term is defined in Section 9-102(a)(42) of the UCC and, in any event, including with respect to any Grantor, all Payment Intangibles, all contracts and Contract Rights (including all Assigned Agreements and Seller Undertakings), agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same from time to time may be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of such Grantor to damages arising thereunder and (c) all rights of such Grantor to perform and to exercise all remedies thereunder.

German Pledgor means any pledgor under a German Pledge Agreement.

Guaranteed Obligations means, collectively, all Obligations that Schedule 8 indicates are guaranteed. Guaranteed Obligations, when used in relation to a specific Grantor, shall mean all Obligations that Schedule 8 indicates are guaranteed by such Grantor. For the avoidance of doubt, the phrases (as used herein) "Guaranteed Obligations with respect to a Grantor" and the "Guaranteed Obligations of a Grantor", and similar phrases, shall be interpreted to mean those Obligations that Schedule 8 indicates are guaranteed by such Grantor.

Holding Companies means the collective reference to Baldwin Americas Corporation, a Delaware corporation, Baldwin Europe Consolidated Inc., a Delaware corporation, Baldwin Asia Pacific Corporation, a Delaware corporation, and MTC Trading Company, an Arizona corporation, each of which is sometimes referred to individually as a "Holding Company". Additional Subsidiaries may be added as Holding Companies pursuant to Section 8.16.

Identified Claims means the Commercial Tort Claims described on Schedule 7 as such schedule shall be amended or supplemented from time to time.

Intellectual Property means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

Investment Property means the collective reference to (a) all "investment property" as such term is defined in Section 9-102(a)(49) of the UCC (other than the Excluded Equity, which is excluded from the definition of Pledged Equity), (b) all "financial assets" as such term is defined in Section 8-102(a)(9) of the UCC, and (c) whether or not constituting "investment property" as so defined, all Specified Pledged Notes and all Pledged Equity.

CONTINUATION OF ITEM 4Trademarks

| Owner               | Mark                         | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|---------------------|------------------------------|------------------------------|-------------------------------|---------------------|----------------------|
| Oxy-Dry Corporation | OXY-DRY                      |                              | 187565                        |                     | 5/6/1964             |
| Oxy-Dry Corporation | OXY-DRY                      |                              | 187566                        |                     | 5/6/1964             |
| Oxy-Dry Corporation | OXY-DRY & Design             |                              | 2308345                       |                     | 4/30/1991            |
| Oxy-Dry Corporation | Design Only                  |                              | 2026424                       |                     | 2/22/1988            |
| Oxy-Dry Corporation | AEROTRUE                     |                              | 4153153                       |                     | 6/5/1998             |
| Oxy-Dry Corporation | OXY-DRY                      |                              | 830877                        |                     | 2/15/1962            |
| Oxy-Dry Corporation | OXY-DRY                      |                              | 830876                        |                     | 2/15/1962            |
| Oxy-Dry Corporation | AEROTRUE                     |                              | 311993                        |                     | 7/10/1998            |
| Oxy-Dry Corporation | CYLINDER SELECT              |                              | 2238412                       |                     | 4/13/99              |
| Oxy-Dry Corporation | Oxy-Dry Food Blends & Design |                              | 2542431                       |                     | 2/26/2002            |
| Oxy-Dry Corporation | Oxy-Dry & Design             |                              | 0790575                       |                     | 6/8/65               |
| Oxy-Dry Corporation | Oxy-Dry & Design             |                              | 0790630                       |                     | 6/8/65               |
| Oxy-Dry Corporation | Protech System               |                              | 2052261                       |                     | 4/15/97              |
| Oxy-Dry Corporation | AEROTRUE                     |                              | 2131079                       |                     | 1/20/98              |
| Oxy-Dry Corporation | OXY-DRY                      |                              | 0524366                       |                     | 4/25/50              |
| Oxy-Dry Corporation | Oxy-Dry Ecoclean             |                              | 2665707                       |                     | 12/24/02             |
| Oxy-Dry Corporation | OXY-DRY                      |                              | 48574                         |                     | 8/31/1982            |
| Oxy-Dry Corporation | OXY-DRY                      |                              | VR1961963                     |                     | 1/26/1963            |

|                                  |                                    |  |           |  |            |
|----------------------------------|------------------------------------|--|-----------|--|------------|
| Oxy-Dry Corporation              | OXY-DRY                            |  | 781522    |  | 12/16/1963 |
| Oxy-Dry Corporation              | OXY-DRY & Design                   |  | 413206    |  | 3/10/1986  |
| Oxy-Dry Corporation              | OXY-DRY                            |  | 60109     |  | 8/30/1982  |
| Oxy-Dry Corporation              | OXY-DRY                            |  | 401023    |  | 9/24/1962  |
| Oxy-Dry Corporation              | OXY-DRY                            |  | 325235    |  | 3/24/1982  |
| Oxy-Dry Corporation              | OXY-DRY                            |  | 105493    |  | 3/8/1983   |
| Oxy-Dry Corporation              | OXY-DRY                            |  | 631660    |  | 10/9/1983  |
| Oxy-Dry Corporation              | OXY-DRY                            |  | 722881    |  | 12/10/1966 |
| Oxy-Dry Corporation              | OXY-DRY                            |  | 647123    |  | 10/4/1984  |
| Oxy-Dry Corporation*             | Design Only                        |  | 1447309   |  | 12/25/1980 |
| Oxy-Dry Corporation              | OXY-DRY & Design                   |  | 1407923   |  | 2/29/1980  |
| Baldwin Technology Company, Inc. | BALCONTROL                         |  | 851,430   |  | 6/25/68    |
| Baldwin Graphic Systems, Inc.    | AUTOMIX (plain/non-stylized)       |  | 916719    |  | 7/20/71    |
| Baldwin Graphic Systems, Inc.    | AUTOMIX (Stylized)                 |  | 1,753,673 |  | 2/23/93    |
| Baldwin Graphic Systems, Inc.    | BALDWIN ECONO-MITE                 |  | N/A       |  | 04/94      |
| Baldwin Graphic Systems, Inc.    | DELTA                              |  | 1,091,831 |  | 2/25/85    |
| Baldwin Graphic Systems, Inc.    | DELTA                              |  | 471984    |  | 2/11/85    |
| Baldwin Graphic Systems, Inc.    | DELTA                              |  | 2,699,690 |  | 2/14/85    |
| Baldwin Graphic Systems, Inc.    | DRYMASTER                          |  | 2472767   |  | 5/6/99     |
| Baldwin Graphic Systems, Inc.    | IMPACT                             |  | 2,031,784 |  | 1/21/97    |
| Baldwin Graphic Systems, Inc.    | IMPACT THE ABC STANDARD (& Design) |  | 2,031,782 |  | 1/21/97    |
| Baldwin Graphic Systems, Inc.    | IMPACT                             |  | 96608234  |  | 1/30/96    |



|                               |                                    |  |                |  |              |
|-------------------------------|------------------------------------|--|----------------|--|--------------|
| Baldwin Graphic Systems, Inc. | IMPACT                             |  | 39547967       |  | 1/8/97       |
| Baldwin Graphic Systems, Inc. | IMPACT THE ABC STANDARD (& Design) |  | 39547968       |  | 1/8/97       |
| Baldwin Graphic Systems, Inc. | IMPACT                             |  | 98-0723        |  | 8/25/97      |
| Baldwin Graphic Systems, Inc. | IMPACT THE ABC STANDARD (& Design) |  | 98-0724        |  | 8/25/97      |
| Baldwin Graphic Systems, Inc. | IMPACT                             |  | 2,047,177      |  | 11/1/96      |
| Baldwin Graphic Systems, Inc. | IMPACT THE ABC STANDARD (& Design) |  | 2,047,161      |  | 2/21/97      |
| Baldwin Graphic Systems, Inc. | IMPACT                             |  | 746058         |  | 5/13/98      |
| Baldwin Graphic Systems, Inc. | IMPACT                             |  | 128,759        |  | 12/11/95     |
| Baldwin Graphic Systems, Inc. | IMPACT THE ABC STANDARD (& Design) |  | 128,760        |  | 12/11/95     |
| Baldwin Graphic Systems, Inc. | IMPACT (Class 7)                   |  | 1089826        |  | 8/28/97      |
| Baldwin Graphic Systems, Inc. | IMPACT (Class 9)                   |  | 1090487        |  | 8/28/97      |
| Baldwin Graphic Systems, Inc. | IMPACT & Design (Class 7)          |  | 1089827        |  | 8/28/97      |
| Baldwin Graphic Systems, Inc. | IMPACT & Design (Class 9)          |  | 1090488        |  | 8/28/97      |
| Baldwin Graphic Systems, Inc. | PREPAC                             |  | 2313920        |  | 2/1/00       |
| Baldwin Graphic Systems, Inc. | PREPAC                             |  | 1478677        |  | 11/21/00     |
| Baldwin Graphic Systems, Inc. | PREPAC                             |  | App11-41,525   |  | May 1999     |
| Baldwin Graphic Systems, Inc. | PREPAC                             |  | 1172634        |  | May 14, 1999 |
| Baldwin Graphic Systems, Inc. | PRINTPAC                           |  | 2227597        |  | March 2000   |
| Baldwin Graphic Systems, Inc. | PRINTPAC                           |  | Reg 30037417   |  | 6/27/00      |
| Baldwin Graphic Systems, Inc. | PRINTPAC                           |  | Reg. 4,511,439 |  | 3/3/00       |
| Baldwin Graphic Systems, Inc. | PRINTPAC                           |  | 346805         |  | 4/1/01       |
| Baldwin Graphic Systems, Inc. | PRINTPAC                           |  | 2227597        |  | 3/30/00      |

|                               |           |  |                |  |          |
|-------------------------------|-----------|--|----------------|--|----------|
| Baldwin Graphic Systems, Inc. | QUICKPAC  |  | 3019283        |  | 10/26/00 |
| Baldwin Graphic Systems, Inc. | QUICKPAC  |  | 30037419       |  | 12/6/00  |
| Baldwin Graphic Systems, Inc. | QUICKPAC  |  | Reg. 4,531,516 |  | 3/3/00   |
| Baldwin Graphic Systems, Inc. | QUICKPAC  |  | 346807         |  | 4/1/01   |
| Baldwin Graphic Systems, Inc. | QUICKPAC  |  | 2227596        |  | 4/1/01   |
| Baldwin Graphic Systems, Inc. | QUIKPAC   |  | Reg. 1,657,688 |  | 4/1/02   |
| Baldwin Graphic Systems, Inc. | QUIKPAC   |  | Reg. 4,514,551 |  | 3/3/00   |
| Baldwin Graphic Systems, Inc. | QUIKPAC   |  | 346806         |  | 7/1/06   |
| Baldwin Graphic Systems, Inc. | RAPIDPAC  |  | Reg. 4,569,134 |  | 3/3/00   |
| Baldwin Graphic Systems, Inc. | RAPIDPAC  |  | 346802         |  | 4/1/01   |
| Baldwin Graphic Systems, Inc. | RAPIDPAC  |  | 2227600        |  | 3/30/00  |
| Baldwin Graphic Systems, Inc. | ROTOPAC   |  | Reg. 30037414  |  | 6/27/00  |
| Baldwin Graphic Systems, Inc. | ROTOPAC   |  | Reg. 4,511,441 |  | 3/3/00   |
| Baldwin Graphic Systems, Inc. | ROTOPAC   |  | 346803         |  | 4/1/01   |
| Baldwin Graphic Systems, Inc. | ROTOPAC   |  | 2227599        |  | 3/30/00  |
| Baldwin Graphic Systems, Inc. | SPEEDPAC  |  | 3019286        |  | 10/1/00  |
| Baldwin Graphic Systems, Inc. | SPEEDPAC  |  | Reg. 30037415  |  | 6/27/00  |
| Baldwin Graphic Systems, Inc. | SPEEDPAC  |  | Reg. 4,531,516 |  | 3/3/00   |
| Baldwin Graphic Systems, Inc. | SPEEDPAC  |  | 346804         |  | 4/1/01   |
| Baldwin Graphic Systems, Inc. | SPEEDPAC  |  | 2227598        |  | 3/30/00  |
| Baldwin Graphic Systems, Inc. | SPRINTPAC |  | Reg. 1,657,689 |  | 4/1/02   |
| Baldwin Graphic Systems, Inc. | SPRINTPAC |  | Reg. 4,514,552 |  | 3/3/00   |
| Baldwin Graphic Systems, Inc. | SPRINTPAC |  | 001611839      |  | 6/11/01  |

|                                  |                           |  |            |  |           |
|----------------------------------|---------------------------|--|------------|--|-----------|
| Baldwin Graphic Systems, Inc.    | WOLFPAC                   |  | 76/344,573 |  | 12/3/01   |
| Baldwin Graphic Systems, Inc.    | WOLFPAC                   |  | 4627955    |  | 12/3/01   |
| Baldwin Technology Company, Inc. | BALDWIN                   |  | 625348     |  | 1/27/92   |
| Baldwin Technology Company, Inc. | BALDWIN                   |  | 631,567    |  | 12/9/63   |
| Baldwin Technology Company, Inc. | BALDWIN                   |  | 614,742    |  | 10/25/55  |
| Baldwin Technology Company, Inc. | BALDWIN (Name & Design)   |  | 1,153,638  |  | 5/12/81   |
| Baldwin Technology Company, Inc. | BALDWIN                   |  | 1,242,093  |  | 8/21/58   |
| Baldwin Technology Company, Inc. | BALDWIN                   |  | 695803/7   |  | 8/24/55   |
| Baldwin Technology Company, Inc. | BALDWIN (name and design) |  | 1576086    |  | 6/21/94   |
| Baldwin Technology Company, Inc. | BALDWIN                   |  | 26924      |  | 11/26/97  |
| Baldwin Technology Company, Inc. | BALDWIN                   |  | 26925      |  | 11/26/97  |
| Baldwin Technology Company, Inc. | BALDWIN                   |  | 896457     |  | Jan. 2000 |