

07-25-2007



103430051

To the Honorable Commissioner

attached original documents or copy thereof.

7.24.07

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive-HF 154
Santa Clara, CA 95054

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Release**
- Merger
- Change of Name

Execution Date: 07/12/07

2. Name and address of receiving party(ies):

Name: **QuadTech, Inc.**
Internal Address:
Street Address: **5 Clock Tower Place STE 210**

City: **Maynard** State: **MA** ZIP: **1754**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark No.(s)

	3,494,48 8,87,146
	8,428,45 11,236,31
	8,592,72

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**
Internal Address: **ATTN: AMD Collateral/East Team HF 154**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **Ca** ZIP: **95054**

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.

Name of Person Signing
L Lowe

Signature

Date: **7/24/2007**

Total number of pages including cover sheet, attachments, and document **12**

Mail documents to be recorded with required cover sheet information to:

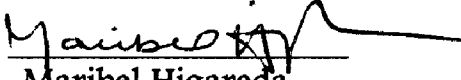
OFFICE OF PUBLIC RECORDS
2007 JUL 24 AM 10:29
FINANCE SECTION
00000088 3494
01 JUL 24 2007
02 JUL 24 2007

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **QuadTech, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, March 29, 1991 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on November 18, 1991, Reel 0826, Frame 0893.

Dated: **July 12, 2007**

SILICON VALLEY BANK

By: 
Name: Maribel Higareda
Title: Operations Supervisor

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter referred to as the "Agreement"), dated as of March 29, 1991, by and between Quad-Tech, Inc., a Delaware corporation with its principal place of business at 160 State Street, Boston, Massachusetts (hereinafter referred to as the "Company"), and Silicon Valley Bank with its principal office at 45 William Street, Suite 170, Wellesley, Massachusetts 02181 (hereinafter referred to as the "Bank").

WHEREAS, the Borrower and the Bank have entered into a Commitment Letter of even date herewith (the "Commitment Letter") pursuant to which the Bank has agreed to make available to the Borrower a working capital line of credit in the principal amount of \$2,000,000 (the "Loan"); and

WHEREAS, as an inducement to the Bank to execute and deliver the Commitment Letter, and to make the Loan pursuant to the Commitment Letter and as security for the Note related thereto, the Borrower has agreed to enter into this Agreement and grants the security interests specified herein;

NOW THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Secured Obligations (as defined below), the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings prescribed therefor in the Commitment Letter. The term "Secured Obligations" means all obligations of the Company to the Bank, whether currently existing or hereafter incurred or created, including, without limitation, (a) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Company) on any advance to the Company under, or the Note issued by the Company pursuant to, the Commitment Letter; (b) all other amounts payable by the Company under the Commitment Letter; (c) all amounts payable to the Bank in connection with the issuance of any letter of credit by the Bank for the account of the Company or any drawing thereunder, including without limitation, any reimbursement obligation and letter of credit fees payable under any letter of credit application or reimbursement agreement executed by the Company in connection with any such letter of credit; (d) all other amounts payable by the Company hereunder; and (e) any renewals or extensions of any of the foregoing.

2. Assignment and Grant of Agreement and Security Interest. As collateral security for the prompt and complete payment and performance of all the Secured Obligations, together with any and all expenses which may be incurred by the Bank in collecting any

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or all of such Secured Obligations or enforcing any rights, obligations or liabilities under this Agreement, the Company hereby grants to the Bank a security interest in, and, contingent only upon the occurrence of an Event of Default under the Commitment Letter, assigns, transfers and conveys to the Bank all of the Company's right, title and interest in, to and under, the following (all of which are hereinafter collectively called the "Collateral"):

a. (i) all trademarks registered with the Patent and Trademark Office or any foreign trademark offices listed on Schedule I (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, such Trademarks, all United States and foreign Trademark applications listed on Schedule I ("Trademark Applications") and all licenses and agreements, whether written or oral, providing for the grant by the Company of any right to manufacture, use any Trademark (the "Trademark Licenses"), including, without limitation, any such Trademark Licenses listed on said Schedule I; (ii) all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the Trademarks; and (iii) the right to sue for past, present and future infringements of the Trademarks;

b. all inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the business of the Company, all trade names, service marks, logos, copyrights and the like owned or used by the Company and used or useful in the business of the Company and goodwill relating to the same; and, to the extent assignable pursuant to their terms, all licenses or other agreements granted to the Company with respect to any of the foregoing, in each case whether now or hereafter owned or used; all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, catalogs, computer and automatic machinery, software and programs, and the like pertaining to operations by the Company in, on or about any of its facilities; sales data and other information relating to sales; and all accounting information pertaining to operations in, on or about any of its facilities and all media in which or on which any of the information or knowledge or data or records relating to its facilities may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; and

c. all proceeds of any and all of the foregoing.

3. Representations and Warranties. As an inducement to the Bank to enter into this Agreement, the Company makes the following representations and warranties:

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a. Schedule I correctly sets forth all Trademarks, Trademark Applications and Trademark Licenses in which the Company has any right, title or interest.

b. The Company is the absolute owner of the entire right, title and interest in and to the Trademarks and has used and is now using in interstate commerce the material protected by the Trademarks, and has duly and properly deposited a copy of such material in the Patent and Trademark Office and any foreign patent and trademark offices in which such marks are registered.

c. Except as otherwise disclosed in Exhibit A to Schedule I to the Commitment Letter, there has been no decision adverse to the Company's claim of ownership of the material protected by the Trademarks or to its right to register the same, and there is no proceeding involving said materials or rights threatened or pending in the Patent and Trademark Office or the courts, except as otherwise expressly disclosed in the Commitment Letter.

d. The Company has the right to the exclusive use of the material protected by the Trademarks, free and clear of all liens, charges and encumbrances in favor of other persons, with full right to pledge, sell, assign, transfer and grant a security interest therein, and, except as expressly disclosed in Schedule I, has granted no licenses, security interests (other than those granted to the Bank by this Agreement) or other rights or encumbrances to such material.

The Company agrees that it will at its expense forever warrant and, at the Bank's request, defend the same from any and all claims and demands of any other person and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor of any other person, except as otherwise permitted by the Commitment Letter. The Company hereby agrees to pay, indemnify, and hold the Bank harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursements or any kind or nature whatsoever with respect to the Collateral, including, without limitation, claims of patent or trademark infringement provided that the Company shall have no obligation hereunder with respect to such indemnification arising from the Bank's gross negligence or willful misconduct.

e. This Assignment constitutes and shall at all times constitute a valid first lien on the Collateral and shall at all times constitute the only lien on the Collateral except for statutory liens imposed on the Collateral without the consent of the Company. The Company agrees that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor of any person other than the Bank.

4. Continued Use of the Patents and Trademarks. During the term of this Agreement the Company shall employ the Trademarks in

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the same or similar manner as it has in the past, and shall employ the appropriate notice of such Trademarks in connection with the works for which such Trademarks were granted. The Company agrees to use its best ability to maintain the registration of the Trademarks in full force and effect by taking any action which it believes necessary, through attorneys of its choice, all at its expense. In the event that any Trademark is infringed by a third party, so as to have a material adverse effect on the business, properties or financial condition of the Company or any subsidiary thereof or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Patent and Trademark Office, the Company shall promptly notify the Bank and shall take such actions as may be required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the Collateral. The Company shall not assign this Agreement or any rights in the Trademarks or the material protected thereby without the prior written approval of the Bank and such attempted assignment shall be void ab initio.

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5. Continuing Liability. The Company hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to the Bank hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Bank shall not have any obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Bank or the receipt by the Bank of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Bank be required or obligated in any manner to perform or fulfill any of the obligations of the Company thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6. Remedies. If an Event of Default under the Commitment Letter has occurred and is continuing the Bank may exercise, in addition to all other rights and remedies granted to it in this Agreement and any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, the Company expressly agrees that in any such event the Bank, without demand of performance or other demand, advertisement or notice of any kind (except to such extent as notice may be required by applicable law with respect to the time or place of any public or private sale) to or upon the Company or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith

sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Bank's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Bank shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Company waives all claims, damages and demands against the Bank arising out of the repossession, retention or sale of the Collateral.

7. Grant of License to Use Intangibles. For the purpose of enabling the Bank to exercise rights and remedies under Section 6 hereof at such time as the Bank, without regard to this Section 7, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Company hereby grants to the Bank an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Company) to use, assign, license or sublicense any of the Collateral, now owned or hereafter acquired by the Company, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

8. Notices. All notices under this Agreement shall be in writing, and shall be delivered by hand or by first class mail delivered or addressed to the addresses set forth below. Such notices shall be effective (a) in the case of hand deliveries, when received, (b) in the case of mail, three days after deposit in the postal system, first class postage prepaid. Either party may change its address and telecopy number by written notice to the other.

To the Bank:

Silicon Valley Bank
 Wellesley Office Park
 45 William Street, Suite 170
 Wellesley, MA 02181
 Attention: Kenneth P. Wilcox,
 Regional Vice President

With a copy to:

Sullivan & Worcester
 One Post Office Square
 Boston, MA 02109
 Attn: Dennis J. White, Esq.

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To the Company:

Quad Tech, Inc.
160 State Street
Boston, MA 02109

With a copy to:

Bingham, Dana & Gould
150 Federal Street
Boston, MA 02110
Attn: *Louis J. Dwyer, Esq.*

9. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. No Waiver; Cumulative Remedies. The Bank shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Bank, and then only to the extent therein set forth. A waiver by the Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Bank would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of the Bank any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

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11. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

12. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall

inure to the benefit of the Bank and its successors and assigns, and nothing herein or in the Commitment Letter or any other Loan Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Commitment Letter or any other Loan Document.

14. Termination and Reassignment. The Bank agrees that upon the payment in full and satisfaction of all the Secured Obligations, this contingent assignment of the Collateral and any proceeds thereof or distributions in respect thereto shall be released from all liens created hereby and the Bank will execute all such documents as may be reasonably requested by the Company to release the security interests created hereby and to terminate the contingent assignment (without representation or warranty) of any or all of the Company's Collateral.

15. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of The Commonwealth of Massachusetts and the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

to become effective on March 30, 1991

QUADTECH, INC.

By: Phillip H Harris
Name: PHILLIP H. HARRIS
Title: Pres & CEO

PHH DSH

SILICON VALLEY BANK

By: David Fischer
Name: David Fischer
Title: Regional Vice President

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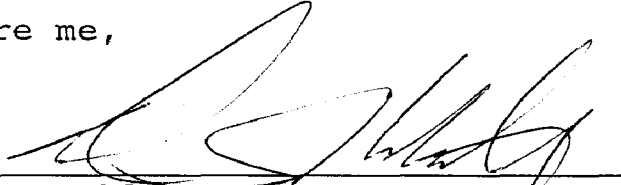
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THE COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, SS.

March 29, 1991

Then personally appeared the above-named Phillip H. Harris known to me as the President and Chief Executive Officer of QuadTech, Inc. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said QuadTech, Inc. on this 29th day of November, 1991.

Before me,



Notary Public

My commission expires: *July 10, 1992*

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<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DIGIBRIDGE	1,123,631	8/07/79
FASTRAK	859,272	10/29/68
STROBOTAC	349,448	8/31/37
STROBOLUME	887,146	3/03/79
STROBOSLAVE	842,845	1/23/68

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RECORDED
PATENT AND TRADEMARK
OFFICE

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