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 |
|---------------------|----------|----------------|-----------------------|
| The Segerdahl Corp. | | 05/05/2008 | CORPORATION: ILLINOIS |

RECEIVING PARTY DATA

| Name: | LaSalle Bank National Association | | |
|-----------------|-----------------------------------|--|--|
| Street Address: | 135 S. LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Association: | | |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark | |
|----------------------|----------|-----------------------------|--|
| Registration Number: | 1625407 | S THE SEGERDAHL CORPORATION | |
| Registration Number: | 3206869 | ENDURACARD | |
| Serial Number: | 78624626 | INSIDECARD | |
| Serial Number: | 78624630 | PERMACARD | |

CORRESPONDENCE DATA

900108507

Fax Number: (312)258-5700

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

312-258-5724 Phone:

cbollinger@schiffhardin.com Email:

Correspondent Name: Chris L. Bollinger Address Line 1: P.O. Box 06079 Address Line 2: Schiff Hardin LLp

Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER: 13269-0035

NAME OF SUBMITTER: Chris L. Bollinger

| Signature: | /Chris L. Bollinger/ |
|---|----------------------|
| Date: | 06/09/2008 |
| Total Attachments: 7 source=6-9 - IP Security Agr#page1.tif source=6-9 - IP Security Agr#page2.tif source=6-9 - IP Security Agr#page3.tif source=6-9 - IP Security Agr#page4.tif source=6-9 - IP Security Agr#page5.tif source=6-9 - IP Security Agr#page6.tif source=6-9 - IP Security Agr#page7.tif | |

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of May 5, 2008, by THE SEGERDAHL CORP., an Illinois corporation (the "<u>Grantor</u>"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "<u>Administrative Agent</u>").

RECITALS

- A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.
- B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.
- C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.
- D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in <u>Schedule 2</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

This Agreement is made for collateral security purposes only. This Agreement shall, in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement, create a security interest in the Trademark Collateral and Patent Collateral. At such time as the Obligations have been Paid in Full, the Trademark Collateral and Patent Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral and Patent Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Administrative Agent shall execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

By: Hary Jacker
Title: The Buren

| Acknowledged: | |
|--|------|
| LASALLE BANK NATIONAL ASSOCIAT as Administrative Agent | ΊΟΝ, |
| By: | |

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE SEGERDAHL CORP.

| By: | | |
|--------|--|--|
| Title: | | |

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION, as Administrative Agent

Title:

SCOTT E. RUBENSTEIN

| STATE OF Illinois |) |
|--------------------------|-----------|
| COUNTY OF COL |) ss) |

On this 2 day of May, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

OFFICIAL SEAL M E WEICHMAN Notary Public - State of Illinois My Commission Expires Mar 2, 2009 Notary Public

SCHEDULE 1

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

| Mark | Reg. No. | Serial No. | Reg. Date | Filing Date | Status |
|---------------------------|----------|------------|------------|-------------|------------|
| THE SEGENDANL CORPORATION | 1625407 | 74/031623 | 11/27/1990 | 02/23/1990 | Registered |
| ENDURACARD | 3206869 | 78/627538 | 02/06/2007 | 05/11/2005 | Registered |
| INSIDECARD | N/A | 78/624626 | N/A | 05/06/2005 | Pending |
| PERMACARD | N/A | 78/624630 | N/A | 05/06/2005 | Abandoned |

SCHEDULE 2

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

| Patent Number | Patent Application Number | Date Patent Issued | Date of Patent Application | Type of Invention |
|------------------|---------------------------------|-----------------------|-------------------------------|--|
| Pending | 11/653,577 | N/A | 01/16/07 | Card and mailing incorporating the card and system and method for producing the same |

CH2\2430646.4

TRADEMARK REEL: 003792 FRAME: 0331

RECORDED: 06/09/2008