# TRADEMARK ASSIGNMENT

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
PRINTRONIX, INC.		03/20/2009	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	DYMAS FUNDING COMPANY, LLC, as Administrative Agent	
Street Address: One North Franklin Street		
Internal Address:	Suite 3500	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark		
Serial Number:	78469093	SMARTLINE		
Registration Number:	3412823	LEADERSHIP BY DESIGN		
Registration Number:	2018066	DURAFUSION		
Registration Number:	1105983	PRINTRONIX		
Registration Number:	2123534	PGL		
Registration Number:	2372750	PRINTRONIX		
Registration Number:	2334863	PRINTRONIX		
Registration Number:	2311683	PRINTRONIX		
Registration Number:	2291194	PRINTNET		
Registration Number:	2277248	PSA		
Registration Number:	2244376	THERMALINE		
Registration Number:	2133241	LASERLINE		
Registration Number:	1918721	LINE PRINTER PLUS		
		TRADEMARK		

TRADEMARK " REEL: 003961 FRAME: 0536

900130525

Registration Number:	2274133	RJS
Registration Number:	2264824	INSPECTOR
Registration Number:	3175042	RFID SMART
Registration Number:	3070453	ODV DATA MANAGER
Registration Number:	3214721	RFID SMART
Registration Number:	2123050	DURAFUSION
Registration Number:	1835238	IGP
Registration Number:	2334510	CODASCAN
Registration Number:	3261523	TG TALLY GENICOM
Registration Number:	3261525	TALLYGENICOM
Registration Number:	3421138	TALLYGENICOM
Registration Number:	3261524	TG
Registration Number:	1320437	GENICOM
Registration Number:	3167312	SMARTRIBBON
Registration Number:	2802163	SUPPLIESMAX
Registration Number:	1546247	INTELLIPRINT
Registration Number:	2825707	INTELLIFILTER
Registration Number:	1080891	TALLY
Serial Number:	77571979	TALLY
Serial Number:	77572266	TALLY
Serial Number:	77571907	TALLY
Serial Number:	77572338	TALLY
Registration Number:	2153625	TALLY
Registration Number:	0732136	TALLY

#### **CORRESPONDENCE DATA**

Fax Number: (312)863-7806

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

7

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher Address Line 1: Goldberg Kohn

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5859.009
NAME OF SUBMITTER:	Nancy Brougher
	TRADEMARK

REEL: 003961 FRAME: 0537

Signature:	/njb/
Date:	03/30/2009
Total Attachments: 6 source=Printronix Trademark Security Agree	ement#page2.tif ement#page3.tif ement#page4.tif ement#page4.tif ement#page5.tif

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 20, 2009, is entered into by and between PRINTRONIX, INC., a Delaware corporation and successor by merger to Pioneer Sub Corp. (the "Grantor") and DYMAS FUNDING COMPANY, LLC (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of March 20, 2009, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Second Lien Credit Agreement, dated as of March 20, 2009, among Grantor, PIONEER HOLDING CORP., a Delaware corporation and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

#### 1. Grant of Security Interest

Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

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TRADEMARK

- (a) <u>Schedule A</u> hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.
- (b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

#### 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

## 3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

#### 4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

## [Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:
PRINTRODEX, INC.
By:
Name: 6 LHARWOOD
Title: SVP CFO
ASSIGNEE:
DYMAS FUNDING COMPANY, LLC, as Administrative Agent
By: Dymas Capital Management Company, LLC, its Manager
Ву:
Name:
754.1

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:
PRINTRONIX, INC.
Ву:
Name:
Title:
ASSIGNEE:
DYMAS FUNDING COMPANY, LLC, as Administrative Agent
By: Dymas Capital Management Company, LLC, its
Manager
By: Mull
Name: ERIC F. MILLER
Title MANAGANIA DIRECTOR

# Schedule A to TRADEMARK SECURITY AGREEMENT

# Registered/Pending Trademarks:

No.	Country	Registrant/Applicant	Trademark	Reg./App. Number	Reg./App. Date
1.	United States	Printronix, Inc.	ZXML	78/715991	09/19/2005
2.	United States	Printronix, Inc.	SMARTLINE	78/469093	08/17/2004
3.	United States	Printronix, Inc.	LEADERSHIP BY DESIGN	3412823	06/01/2005
4.	United States	Printronix, Inc.	DURAFUSION	2018066	11/19/1996
5.	United States	Printronix, Inc.	PRINTRONIX	1105983	11/14/1978
6.	United States	Printronix, Inc.	PGL	2123534	12/23/1997
7.	United States	Printronix, Inc.	PRINTRONIX	2372750	08/01/2000
8.	United States	Printronix, Inc.	PRINTRONIX	2334863	03/28/2000
9.	United States	Printronix, Inc.	PRINTRONIX	2311683	01/25/2000
10.	United States	Printronix, Inc.	PRINTNET	2291194	11/09/1999
11.	United States	Printronix, Inc.	PSA	2277248	09/14/1999
12.	United States	Printronix, Inc.	THERMALINE	2244376	05/11/1999
13.	United States	Printronix, Inc.	LASERLINE	2133241	01/27/1998
14.	United States	Printronix, Inc.	LINE PRINTER 1918721 PLUS		09/12/1995
15.	United States	Printronix, Inc.	RJS & Design	2274133	08/31/1999
16.	United States	Printronix, Inc.	INSPECTOR	2264824	07/27/1999
17.	United States	Printronix, Inc.	RFID SMART	3175042	11/21/2006
18.	United States	Printronix, Inc.	ODV DATA MANAGER	3070453	03/21/2006
19.	United States	Printronix, Inc.	RFID SMART & Design		
20.	United States	Printronix, Inc.	DURAFUSION	2123050	12/23/1997
21.	United States	Printronix, Inc.	IGP	1835238	05/10/1994
22.	United States	Printronix, Inc.	EPC DATA MANAGER	78/495609	10/06/2004
23.	United States	Printronix, Inc.	CODASCAN	2334510	03/28/2000
24.	United States	Printronix, Inc.	PXML	78645569	06/07/2005
25.	SEE ATT	ACHED LIST OF TRADEMA	ARKS ACQUIRED I	FROM TALLYG	ENICOM

# TRADEMARKS ACQUIRED FROM TALLYGENICOM

No.	Country	Trademark	Application #	File Date	Registratio n#	Status
26.	United States	TALLYGENICOM	76/594,471	5/26/2004	3,261,523	Registered
27.	United States	TALLYGENICOM	76/594,575	5/26/2004	3,261,525	Registered
28.	United States	TALLYGENICOM	76/676,576	5/8/2007	3,421,138	Registered
29.	United States	TG	76/594,472	5/26/2004	3,261,524	Registered
30.	United States	GENICOM	73/466,755	2/22/1984	1,320,437	Registered
31.	United States	SMARTRIBBON	76/652,635	12/22/2005	3,167,312	Registered
32.	United States	SUPPLIESMAX	76/493,822	2/24/2003	2,802,163	Registered
33.	United States	INTELLIPRINT	73/764,647	11/18/1988	1,546,247	Closed
34.	United States	INTELLIFILTER	76/284,891	7/13/2001	2,825,707	Registered
35.	United States	TALLY	73/128,535	5/31/1977	1,080,891	Registered
36.	United States	TALLY	77/571,979	9/17/2008		Pending
37.	United States	TALLY	77/572,266	9/17/2008		Pending
38.	United States	TALLY	77/571,907	9/17/2008		Pending
39.	United States	TALLY	77/572,338	9/17/2008		Pending
40.	United States	TALLY	75/256,932	3/12/1997	2,153,625	Registered
41.	United States	TALLY	72/105,229	9/26/1960	732,136	Registered

**RECORDED: 03/30/2009**