

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
Bowe Bell + Howell Company		05/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A., as Secured Party
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	1879525	AIM
Registration Number:	2215272	AIMODULE
Registration Number:	2887049	B&H SERVICEPLUS+
Registration Number:	3272851	BBH
Registration Number:	2992762	BH 1000
Registration Number:	2782436	BH 1000 VIP
Registration Number:	2784710	BH 2000
Registration Number:	2776335	BH 2000 VIP
Registration Number:	2995499	BH 3000
Registration Number:	2992772	BH 3500
Registration Number:	2057384	BH 6000
Registration Number:	2769767	BH12KE
Registration Number:	3044006	BIPS
Registration Number:	3420016	BOWE ONE

CH \$1290.00 1879525

Registration Number:	1543258	C.O.P.E.
Registration Number:	3489252	COMBO
Registration Number:	2583054	CRITERION
Serial Number:	77650386	CRITERION APEX
Registration Number:	3136128	DEMANDWORKS
Registration Number:	2676733	EMESSAGING EXPRESS
Registration Number:	3055957	ENDURO
Registration Number:	2986577	EROUTE
Registration Number:	2671377	FLEXISORT
Registration Number:	2598942	GC
Registration Number:	2762021	IMPACT
Registration Number:	2681788	INTELLACTR
Registration Number:	2462107	INTELLAMGR
Registration Number:	2402463	INTELLASERT
Registration Number:	2635843	INTELLASERT OPENCONVERT
Registration Number:	2748175	JETSTAR
Serial Number:	77527957	JETVISION
Registration Number:	2406779	M SERIES MULTI-TIER BIN SYSTEM
Registration Number:	1026554	MATCHMAKER
Registration Number:	1901548	MAXISORT
Registration Number:	3046489	MMT SABRE
Serial Number:	77451658	NETSORT
Registration Number:	3336570	ONE BÖWE ADVANCED SOFTWARE ENVIRONMENT
Registration Number:	2856145	PINNACLE
Registration Number:	2786741	PINNACLE VIP
Registration Number:	1886778	POSTAL TECHNOLOGIES, INC.
Serial Number:	77607560	PROSERV
Registration Number:	1916102	PTI
Registration Number:	2770371	PUREVISION
Registration Number:	3351892	TRACK N TRACE
Registration Number:	2376735	TRANSFORMER
Registration Number:	2416824	TRANSFORMER PC PROMPT
Registration Number:	3039719	TURBO
Registration Number:	3569186	VEKTOR
Registration Number:	3320432	WAYMARK

Registration Number:	2139583	WINSORT
Registration Number:	2813567	WINSORT INPROCESSING

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1578921
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/15/2009

Total Attachments: 8
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TRADEMARK COLLATERAL AGREEMENT

This 13th day of May, 2009, BOWE BELL + HOWELL COMPANY, a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 760 S. Wolf Road, Wheeling, Illinois 60090, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS N.A., a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for Lenders defined in that certain Security Agreement hereinafter defined (said Harris acting as such agent and any successor or successors to said Harris in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law (all of the foregoing being herein sometimes referred to as the "*Trademark Collateral*"), to secure performance of all Secured Obligations as defined in that certain Security Agreement dated as of September 25, 2003, by and among Debtor, certain of its affiliates and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and 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 TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BOWE BELL + HOWELL COMPANY

By 
Name: Michael W. Adams
Title: VP

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

HARRIS N.A., as Secured Party

By _____
Name: _____
Title: _____

Signature Page to Trademark Collateral Agreement

TRADEMARK
REEL: 003987 FRAME: 0948

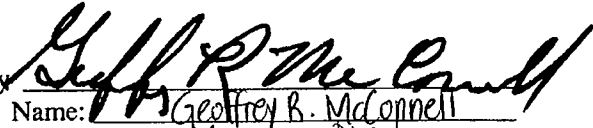
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BOWE BELL + HOWELL COMPANY

By _____
Name: _____
Title: _____

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

HARRIS N.A., as Secured Party

By 
Name: Geoffrey B. McDonnell
Title: Managing Director

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

Trademarks

Trademark	Country	Entity	Reg. No. or App. No.
AIM	United States	Bowe Bell + Howell Company	1879525
AIMODULE	United States	Bowe Bell + Howell Company	2215272
B&H SERVICEPLUS+	United States	Bowe Bell + Howell Company	2887049
BBH	United States	Bowe Bell + Howell Company	3272851
BH 1000	United States	Bowe Bell + Howell Company	2992762
BH 1000 VIP	United States	Bowe Bell + Howell Company	2782436
BH 2000	United States	Bowe Bell + Howell Company	2784710
BH 2000 VIP	United States	Bowe Bell + Howell Company	2776335
BH 3000	United States	Bowe Bell + Howell Company	2995499
BH 3500	United States	Bowe Bell + Howell Company	2992772
BH 6000	United States	Bowe Bell + Howell Company	2057384
BH12KE	United States	Bowe Bell + Howell Company	2769767
BIPS	United States	Bowe Bell + Howell Company	3044006
BOWE ONE	United States	Bowe Bell + Howell Company	3420016
C.O.P.E.	United States	Bowe Bell + Howell Company	1543258
COMBO	United States	Bowe Bell + Howell Company	3489252
CRITERION	United States	Bowe Bell + Howell Company	2583054
CRITERION APEX	United States	Bowe Bell + Howell Company	SN 77/650386
DEMANDWORKS	United States	Bowe Bell + Howell Company	3136128
EMESSAGING EXPRESS	United States	Bowe Bell + Howell Company	2676733

ENDURO	United States	Bowe Bell + Howell Company	3055957
EROUTE	United States	Bowe Bell + Howell Company	2986577
FLEXISORT	United States	Bowe Bell + Howell Company	2671377
GC	United States	Bowe Bell + Howell Company	2598942
IMPACT	United States	Bowe Bell + Howell Company	2762021
INTELLACTR	United States	Bowe Bell + Howell Company	2681788
INTELLAMGR	United States	Bowe Bell + Howell Company	2462107
INTELLASERT	United States	Bowe Bell + Howell Company	2402463
INTELLASERT OPENCONVERT	United States	Bowe Bell + Howell Company	2635843
JETSTAR	United States	Bowe Bell + Howell Company	2748175
JETVISION	United States	Bowe Bell + Howell Company	SN 77/527957
M SERIES MULTI-TIER BIN SYSTEM	United States	Bowe Bell + Howell Company	2406779
MATCHMAKER	United States	Bowe Bell + Howell Company	1026554
MAXISORT	United States	Bowe Bell + Howell Company	1901548
MMT SABRE	United States	Bowe Bell + Howell Company	3046489
NETSORT	United States	Bowe Bell + Howell Company	SN 77/451658
ONE BOWE ADVANCED SOFTWARE ENVIRONMENT (& Design)	United States	Bowe Bell + Howell Company	3336570
PINNACLE	United States	Bowe Bell + Howell Company	2856145
PINNACLE VIP	United States	Bowe Bell + Howell Company	2786741
POSTAL TECHNOLOGIES, INC.	United States	Bowe Bell + Howell Company	1886778
PROSERV	United States	Bowe Bell + Howell Company	SN 77/607560
PTI	United States	Bowe Bell + Howell Company	1916102
PUREVISION	United States	Bowe Bell + Howell Company	2770371

TRACK N TRACE	United States	Bowe Bell + Howell Company	3351892
TRANSFORMER	United States	Bowe Bell + Howell Company	2376735
TRANSFORMER PC PROMPT	United States	Bowe Bell + Howell Company	2416824
TURBO	United States	Bowe Bell + Howell Company	3039719
VEKTOR	United States	Bowe Bell + Howell Company	3569186
WAYMARK	United States	Bowe Bell + Howell Company	3320432
WINSORT	United States	Bowe Bell + Howell Company	2139583
WINSORT INPROCESSING	United States	Bowe Bell + Howell Company	2813567

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

NONE