

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
BBH, Inc.		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: 5

Property Type	Number	Word Mark
Registration Number:	1753473	BELL & HOWELL
Registration Number:	3142445	BELL HOWELL
Registration Number:	3274461	BOWE BELL + HOWELL
Registration Number:	1179022	MAILMOBILE
Registration Number:	0767086	PHILLIPSBURG

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
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CH \$140.00 1753473

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/15/2009
Total Attachments: 5 source=2623381#page1.tif source=2623381#page2.tif source=2623381#page3.tif source=2623381#page4.tif source=2623381#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 13th day of May, 2009, BBH, INC., 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 between Debtor 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.

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

BBH, INC.

By Michael J. Wolfgram
Name: Michael Wolfgram
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: _____


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

BBH, INC.

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 R. McConnell
Title: Managing Director

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

Trademarks

Trademark	Country	Entity	Reg. No. or App. No.
BELL+HOWELL (Stylized)	United States	BBH, Inc.	1753473
BELL+HOWELL (& Design)	United States	BBH, Inc.	3142445
BOWE BELL + HOWELL	United States	BBH, Inc.	3274461
MAILMOBILE	United States	BBH, Inc.	1179022
PHILLIPSBURG	United States	BBH, Inc.	767086

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None