

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		09/22/2010	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: 1			
Property Type	Number	Word Mark	
Serial Number:	85079073	ACCURANT	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	09/30/2010		

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Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 22nd day of September, 2010, 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 Blake Eaddy
Name: BLAKE EADDY
Title: SECRETARY

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

HARRIS N.A., as Secured Party

By _____
Name: _____
Title: _____

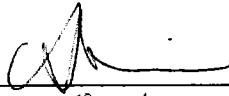
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

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: Stephanie Slavkin
Title: Vice President

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARKS

TRADEMARK	COUNTRY	ENTITY	REG NO. OR APP. NO.
ACCURANT	United States	Bowe Bell + Howell Company	85/079073

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None