

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
ZINK IMAGING, INC.		06/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	I2BF HOLDINGS, INC.
Street Address:	110 Greene Street, Suite 600
Internal Address:	c/o I2BF LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	Limited Company: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3565854	ZERO INK
Registration Number:	4045628	ZZZ ZINK ZERO INK
Registration Number:	3532400	ZINK. ZERO INK.
Serial Number:	77289760	SMART SHEET
Serial Number:	85659513	ZINK HAPPY
Serial Number:	85659505	HAPPY
Serial Number:	85773512	HAPPY +
Serial Number:	85659510	APPY
Serial Number:	85659518	ZINK APPY
Serial Number:	85705840	ZINK BIG
Serial Number:	85703945	ZINK MAILEASY
Serial Number:	85829179	SMART APP PRINTER
Serial Number:	85710042	ZROLL

OP \$465.00 3565854

Serial Number:	85710058	
Serial Number:	85829177	ZCLUB
Serial Number:	85783704	MAKE YOUR WORLD A HAPPY WORLD
Serial Number:	85783710	MAKE YOUR WORLD HAPPY
Serial Number:	85829181	APP PRINTER

CORRESPONDENCE DATA

Fax Number: 8002321764
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 448-1100
Email: ochernin@mclaughlinstern.com
Correspondent Name: Oliver R. Chernin
Address Line 1: 260 Madison Avenue
Address Line 2: McLaughlin & Stern, LLP
Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Oliver R. Chernin
Signature:	/Oliver R. Chernin/
Date:	07/22/2013

Total Attachments: 18
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THIS INSTRUMENT IS SUBJECT TO THE AMENDED AND RESTATED
SUBORDINATION AGREEMENT BY AND AMONG PETERS COMPANY, INC.,
AND THE SUBORDINATED LENDERS, AS DEFINED THEREIN.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"), by ZINK Imaging, Inc. (the "*Grantor*"), is in favor of IZBF Holdings Ltd., or its successors or assigns (the "*Secured Party*").

WHEREAS, Grantor and Secured Party entered into that certain Zink Imaging Subordinated Secured Promissory Note, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Note*");

WHEREAS, as a condition to Secured Party entering into the Note, the Grantor has executed and delivered that certain Security Agreement, dated as of the date hereof, made by the Grantor in favor of the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to Secured Party, and has agreed to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, and other similar offices in any State of the United States or any political subdivision thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Definitions. Terms defined in the Note and not otherwise defined herein are used herein as defined in the Note.

SECTION 2. Grant of Security. The Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to intellectual and similar property of every kind and nature now owned or hereafter acquired by Grantor, including inventions, designs, patents (whether registered or unregistered) including the patents listed on Schedule A and all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, copyrights (whether registered or unregistered), trademarks (whether registered or unregistered) including the trademarks listed on Schedule B, trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and

accessions to, and books and records describing or used in connection with, any of the foregoing (the "*Collateral*"). The Collateral shall include (i) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and (ii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment or performance, as the case may be, in full of all obligations of the Grantor now or hereafter existing under or in respect of the Note, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, financing expenses, premiums, penalties, fees, indemnifications, contract causes of action, out-of-pocket costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZINK IMAGING, INC.

By: Mary L. Jeffries
Name: *Mary L. Jeffries*
Title: *CEO*

I2BF HOLDINGS, LTD.

By _____
Name: Ilya Golubovich
Title: Director

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZINK IMAGING, INC.

By: _____
Name:
Title:

I2BF HOLDINGS, LTD.

By: _____
Name: Ilya Golubovich
Title: Director

Schedule A
Patents

Schedule B

Trademarks

ZINK IMAGING APPLICATIONS AND REGISTRATIONS

AUSTRALIA

Trademark	Application No.	International Classes	Status
ZINK	1014782	01, 07, 09, 16, 40, 41	Registered
ZINK	1117142	07, 09	Registered
COLOR RELEASE	1030985	01, 07, 09, 16, 40, 41	Registered
ZERO INK	1048302	01, 07, 09, 16, 40, 41	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Registered
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Registered

BRAZIL

Trademark	Application No.	International Classes	Status
ZINK	826776744	40	Published
ZINK	826776795	07	Published
ZINK	826776760	01	Suspended
ZINK	826776752	41	Published
ZINK	826776787	16	Published
ZERO INK	827312970	01	Opposed
ZERO INK	827312962	07	Opposed
ZERO INK	827312954	09	Opposed
ZERO INK	827312946	16	Opposed
ZERO INK	827312938	40	Opposed
ZERO INK	827312920	41	Opposed

CANADA

Trademark	Application No.	International Classes	Status
THINK ZINK.	1232267	01, 07, 09, 16, 40, 41	Allowed
ZINK	1226937	09	Allowed
ZINK	1226941	07	Allowed
ZINK	1226935	40	Allowed
ZINK	1226936	16	Allowed
ZINK	1226938	01	Allowed
ZINK	1226934	41	Allowed
ZERO INK	1252030	01, 07, 09, 16, 40, 41	Pending

ZINK IMAGING APPLICATIONS AND REGISTRATIONS

Trademark	Application No.	International Classes	Status
ZINK ZERO INK & Design	1313214	01, 09, 16	Published
ZINK ZERO INK & Prism Design	1329499	01, 09, 16	Published
Miscellaneous Design (Prism)	1329502	01, 09, 16	Published

CHINA

Trademark	Application No.	International Classes	Status
ZINK	4059741	07	Registered
ZINK	4204346	09	Registered
ZINK	4204346	16	Opposed
ZINK	4059739	01	Registered
ZINK	4059740	02	Registered
COLOR RELEASE	4389698	01	Registered
COLOR RELEASE	4389667	07	Registered
COLOR RELEASE	4389666	09	Registered
COLOR RELEASE	4389649	16	Registered
COLOR RELEASE	4389650	40	Published
COLOR RELEASE	4389665	41	Pending
ZERO INK	4572582	01	Pending
ZERO INK	4572580	07	Pending
ZERO INK	4572578	09	Pending
ZERO INK	4572566	16	Published
ZERO INK	4572581	40	Published
ZERO INK	4572579	41	Published
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Pending
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Pending

EUROPEAN COMMUNITY

Trademark	Application No.	International Classes	Status
ZINK	3995693	01, 07, 41	Registered
ZINK	3995685	09, 16, 40	Registered
COLOR RELEASE	4137774	16, 40, 41	Registered
ZERO INK	4360285	01, 07, 09, 16, 40, 41	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Registered
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Registered

ZINK IMAGING APPLICATIONS AND REGISTRATIONS

HONG KONG

Trademark	Application No.	International Classes	Status
ZINK	300204713	01, 02, 09, 16, 40, 41	Registered
ZINK ZERO INK & Design	300703287	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	300703298	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	300784909	01, 09, 16	Registered
Miscellaneous Design (Prism)	300784891	01, 09, 16	Registered

INDIA

Trademark	Application No.	International Classes	Status
ZINK	1285305	07, 16, 40, 41	Registered
COLOR RELEASE	1324591	01	Pending
ZERO INK	1349221	01, 07, 09, 16, 40, 41	Pending

JAPAN

Trademark	Application No.	International Classes	Status
ZINK	2004-43119	01, 16	Registered
COLOR RELEASE	2004112128	01, 07, 09, 16, 40, 41	Registered
COLOR RELEASE	2006000507	07, 40, 41	Registered
ZERO INK	200526682	01, 07, 09, 40, 41	Pending
ZERO INK	2008056818	01, 07, 09, 40, 41	Registered
ZERO INK	2007117161	16	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Pending
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Pending

REPUBLIC OF KOREA

Trademark	Application No.	International Classes	Status
ZINK	206312004	01, 07, 16	Registered
COLOR RELEASE	40282004	01, 07, 09, 16, 40, 41	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered

ZINK IMAGING APPLICATIONS AND REGISTRATIONS

Trademark	Application No.	International Classes	Status
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Pending
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Pending

MALAYSIA

Trademark	Application No.	International Classes	Status
ZINK	200410864	01	Pending
ZINK	200410865	07	Registered
ZINK	200410866	09	Published
ZINK	200410867	16	Pending
ZINK	200410868	40	Registered
ZINK	200410869	41	Registered
COLOR RELEASE	04018328	16	Registered
COLOR RELEASE	04018326	41	Registered
ZERO INK	05004756	01	Pending
ZERO INK	05004755	07	Registered
ZERO INK	05004757	09	Pending
ZERO INK	05004758	16	Pending
ZERO INK	05004759	40	Registered
ZERO INK	05004760	41	Registered

MEXICO

Trademark	Application No.	International Classes	Status
ZINK	0668506	41	Registered
ZINK	0668507	40	Registered
ZINK	0668509	16	Registered
ZINK	0668502	01	Pending
ZINK	0668501	07	Registered
ZINK	0668508	09	Registered
ZERO INK	709106	01	Registered
ZERO INK	709105	07	Registered
ZERO INK	709101	09	Registered
ZERO INK	709102	16	Registered
ZERO INK	709103	40	Registered
ZERO INK	709104	41	Registered

ZINK IMAGING APPLICATIONS AND REGISTRATIONS

RUSSIAN FEDERATION

Trademark	Application No.	International Classes	Status
ZINK	2004718438	01, 07, 09, 40, 16, 41	Registered
COLOR RELEASE	2005706463	01, 07, 09, 16, 40, 41	Registered
ZERO INK	2005707551	01, 07, 09, 16, 40, 41	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Pending
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Registered

SINGAPORE

Trademark	Application No.	International Classes	Status
ZINK	T0411904Z	07	Registered
ZINK	T0411906F	16	Registered
ZINK	T0411907D	40	Registered
ZINK	T0411908B	41	Registered
ZINK	T0411903A	01	Registered
ZINK	T0111905H	09	Registered
COLOR RELEASE	T0420383J	01	Registered
COLOR RELEASE	T0420384I	07	Registered
COLOR RELEASE	T0420385G	09	Registered
COLOR RELEASE	T0420386E	16	Registered
COLOR RELEASE	T0420387C	40	Registered
COLOR RELEASE	T0420388A	41	Registered
ZERO INK	T0504584H	01	Registered
ZERO INK	T0504585F	07	Registered
ZERO INK	T0504586D	09	Registered
ZERO INK	T0504587B	16	Registered
ZERO INK	T0504588J	40	Registered
ZERO INK	T0504589I	41	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Published
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Pending

ZINK IMAGING APPLICATIONS AND REGISTRATIONS

SOUTH AFRICA

Trademark	Application No.	International Classes	Status
ZINK	200412828	16	Published
ZINK	200412829	40	Published
ZINK	200412827	09	Published
ZINK	200412826	07	Published
ZINK	200412825	01	Published
ZINK	200412830	41	Published
ZERO INK	2005105873	01	Published
ZERO INK	2005105874	07	Published
ZERO INK	2005105875	09	Published
ZERO INK	2005105876	16	Published
ZERO INK	2005105877	40	Published
ZERO INK	2005105878	41	Published

TAIWAN

Trademark	Application No.	International Classes	Status
ZINK	093034722	41	Registered
ZINK	093035644	09	Registered
ZINK	093034773	40	Registered
ZINK	093034775	16	Registered
ZINK	093034777	07	Registered
ZINK	093034779	01	Registered
COLOR RELEASE	093055537	01, 07, 09, 16, 40, 41	Registered
ZERO INK	094013963	01, 07, 09, 16, 40, 41	Registered

THAILAND

Trademark	Application No.	International Classes	Status
ZINK	560803	07	Registered
ZINK	560800	01	Registered
ZINK	560801	09	Registered
ZINK	560804	40	Registered
ZINK	560805	41	Registered
COLOR RELEASE	579839	16	Registered
COLOR RELEASE	579853	17	Registered
ZERO INK	586314	07	Registered
ZERO INK	586315	09	Registered

ZINK IMAGING APPLICATIONS AND REGISTRATIONS

Trademark	Application No.	International Classes	Status
ZERO INK	586317	40	Registered
ZERO INK	586318	41	Registered

UNITED ARAB EMIRATES

Trademark	Application No.	International Classes	Status
ZINK	62775	16	Registered
ZINK	62774	09	Registered
ZINK	62777	41	Registered
ZINK	62776	40	Registered
ZINK	62772	01	Registered
ZINK	62773	07	Registered
COLOR RELEASE	65021	01	Registered
COLOR RELEASE	65022	07	Registered
COLOR RELEASE	65023	09	Registered
COLOR RELEASE	65024	16	Registered
COLOR RELEASE	65025	40	Registered
COLOR RELEASE	65026	41	Registered
ZERO INK	68281	01	Registered
ZERO INK	68282	07	Registered
ZERO INK	68283	09	Registered
ZERO INK	68284	16	Registered
ZERO INK	68285	40	Registered
ZERO INK	68286	41	Registered

UNITED STATES OF AMERICA

Trademark	Application No.	International Classes	Status
AMORPHOCHROMIC	77/287176	01, 09, 16	Allowed
JUST ADD PAPER	78/894130	01, 09, 16	Allowed
Miscellaneous Design (Prism)	77/052657	01, 09, 16	Allowed
NO INK. JUST ZINK.	77/283030	01, 09, 16	Allowed
NO INK. NO HASSLES	77/283029	01, 09, 16	Allowed
SMART SHEET	77/289760	01, 09, 16	Allowed
THINK ZINK	77/283033	01, 09, 16	Allowed
THINK ZINK	78/472522	01, 07, 09, 16, 40, 41	Allowed
ZERO GUESSING	77/284146	01, 09, 16	Allowed
ZERO INK	77/283806	01, 09, 16	Allowed
ZERO INK	78/495981	01, 07, 09, 16, 40, 41	Allowed

ZINK IMAGING APPLICATIONS AND REGISTRATIONS

Trademark	Application No.	International Classes	Status
ZERO INK. ZERO BOUNDARIES	77/077734	01, 09, 16	Allowed
ZERO INK. ZERO HASSLES.	77/283032	01, 09, 16	Allowed
ZERO WASTE	77/284145	01, 09, 16	Allowed
ZINK	77/281423	01, 09, 16	Allowed
ZINK & Design	77/283037	01, 09, 16	Allowed
ZINK & Paper Design	77/283034	01, 09, 16	Allowed
ZINK (& DESIGN)	78/504608	01, 07, 09, 16, 40, 41	Allowed
ZINK ENABLED	77/212326	01, 09, 16	Allowed
ZINK IT	77/283039	01, 09, 16	Allowed
ZINK IT	78/512065	01, 07, 09, 16, 40, 41	Allowed
ZINK YOUR LIFE	77/212332	01, 09, 16	Allowed
ZINK ZERO INK & Design	77/283036	01, 09, 16	Allowed
ZINK ZERO INK & Design	78/948384	01, 09, 16	Allowed
ZINK ZERO INK & Motion Prism Design	77/183600	01, 09, 16	Allowed
ZINK ZERO INK & Prism Design	77/052655	01, 09, 16	Allowed
ZINK ZERO INK (& DESIGN)	78/504612	01, 07, 09, 16, 40, 41	Allowed
ZINK. ZERO INK.	77/283796	01, 09, 16	Allowed
ZINK. ZERO INK.	78/500666	01, 07, 09, 16, 40, 41	Allowed
ZINK. ZERO INK. ZERO HASSLES	77/283602	01, 09, 16	Allowed
ZINK. ZERO INK. ZERO HASSLES.	78/500660	01, 07, 09, 16, 40, 41	Allowed
ZINKER	77/212327	01, 09, 16	Allowed
ZINK happy	85/659,513	09,16	Allowed
hAppy	85/659,505	09,16	Allowed
hAppy+	85/773512	09,16	Allowed
Appy	85/659,510	09,16	Allowed
ZINK Appy	85/659,518	09,16	Allowed
ZINK design and print studio		09,16	Allowed
ZINK Big	85/705,840	09,16	Allowed
ZINK MailEasy	85/703,945	09,16	Allowed
Smart App Printer	85/829,179	09,16	Allowed
zRoll	85/710,042	09,16	Allowed
zRoll design	85/710,058	09,16	Allowed
zclub	85/829,177	09,16	Allowed
MAKE YOUR WORLD A HAPPY WORLD	85/783704	09,16	Allowed
MAKE YOUR WORLD HAPPY	85/783710	09,16	Allowed
App printer	85/829,181	09,16	Allowed
hAppy design	018832.414T1	09,16	Allowed

ZINK IMAGING APPLICATIONS AND REGISTRATIONS

MADRID PROTOCOL

Trademark	Application No.	International Classes	Status
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Registered

*Protected by the Attorney-Client and
Attorney Work Product Privileges*

Last Update: 06/07/13 SW