

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zink Imaging, Inc.		03/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gerard Lopez		
Street Address:	16 Crosby Drive		
Internal Address:	c/o Zink Imaging, Inc		
City:	Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	01730		
Entity Type:	INDIVIDUAL: SPAIN		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Serial Number:	85829177	ZCLUB	
Serial Number:	85829181	APP PRINTER	
Serial Number:	85956149	ZINK HAPPY+	
Serial Number:	85956147	ZINK HAPPY+	
Serial Number:	85956134	ZINK DESIGN AND PRINT STUDIO	
Serial Number:	85773512	HAPPY +	
Serial Number:	85568147	AIRWAVE	
Serial Number:	85691507	ZINK HAPPY PRINT +	
Serial Number:	85783710	MAKE YOUR WORLD HAPPY	
Serial Number:	85783704	MAKE YOUR WORLD A HAPPY WORLD	
Serial Number:	85729384	HAPPY	
Serial Number:	85729360	ZINK HAPPY	
Serial Number:	85710058		
Serial Number:	85710042	ZROLL	
Serial Number:	85705840	ZINK BIG	
Serial Number:	85703945	ZINK MAILEASY	
Serial Number:	85568172	CLIO COMPANION	
Serial Number:	85543759	Z-ROLL	
Serial Number:	85508406	ZINK APPPRINTER	
TRADEMARK			

CH \$1165.00 85829177

Property Type	Number	Word Mark
Serial Number:	85508397	APPPRINTER
Serial Number:	85829179	SMART APP PRINTER
Serial Number:	85710050	
Serial Number:	85710035	HAPPY
Serial Number:	85691524	ZINK HAPPY PRINT
Serial Number:	85660238	ZINK APPY
Serial Number:	85659522	ZINK HAPPY
Serial Number:	85659518	ZINK APPY
Serial Number:	85659513	ZINK HAPPY
Serial Number:	85659505	HAPPY
Serial Number:	85568161	COMPANION
Serial Number:	85498789	NIFTY
Serial Number:	85498782	ZINK NIFTY
Serial Number:	85659537	APPY
Serial Number:	85659526	HAPPY
Serial Number:	85435338	CLIO
Serial Number:	85773516	HAPPY +
Serial Number:	85659510	APPY
Serial Number:	78500666	ZINK. ZERO INK.
Serial Number:	78495981	ZERO INK
Serial Number:	77977224	ZINK
Serial Number:	77977210	ZINK. ZERO INK.
Serial Number:	77976328	SMART SHEET
Serial Number:	77976193	ZERO INK. ZERO BOUNDARIES.
Serial Number:	77975953	ZINK ZERO INK
Serial Number:	77975952	
Serial Number:	77183600	ZZZ ZINK ZERO INK

CORRESPONDENCE DATA

Fax Number: 2122185526

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-218-3356

Email: ccarolan@seyfarth.com

Correspondent Name: Christopher Carolan

Address Line 1: 620 8th Ave

Address Line 2: Seyfarth Shaw LLP

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER: 79338-1

NAME OF SUBMITTER: Christopher Carolan

TRADEMARK

REEL: 005239 FRAME: 0469

SIGNATURE:	/CC/
DATE SIGNED:	03/19/2014
Total Attachments: 11 source=Lopez_Agreement#page1.tif source=Lopez_Agreement#page2.tif source=Lopez_Agreement#page3.tif source=Lopez_Agreement#page4.tif source=Lopez_Agreement#page5.tif source=Lopez_Agreement#page6.tif source=Lopez_Agreement#page7.tif source=Lopez_Agreement#page8.tif source=Lopez_Agreement#page9.tif source=Lopez_Agreement#page10.tif source=Lopez_Agreement#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of March 17 2014, is made by ZINK Imaging, Inc. (the "**Grantor**"), located at 16 Crosby Drive, Boston, MA 01730 in favor of Gerard Lopez, as collateral agent for itself and certain other second lien lenders of the Grantor (the "**Secured Party**").

WHEREAS, Grantor is indebted to Secured Party and certain other second lien lenders pursuant to certain second lien notes issued by the Grantor to the order of the Secured Party and such other second lien lenders;

WHEREAS, as a condition to the advancing of such indebtedness by the Secured Party and the other second lien lenders, and to secure all of the Grantor's obligations to the Secured Party and the other second lien lenders under notes and the other documents executed between the parties in connection therewith, Grantor has executed and delivered to the Secured Party and such other second lien lenders that certain Amended and Restated Security Agreement, dated as of the date hereof, made by and among the Grantor, the Secured Party, and such other second lien lenders (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, for the benefit of itself and the other second lien lenders, a security interest in, among other property, certain intellectual property of the Grantor, and, in order to provide further assurances to the Secured Party in accordance with the Security Agreement, the Grantor has agreed to execute and deliver this IP Security Agreement, for recording with U.S. national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

WHEREAS, the liens and security interests of the Secured Party under the Security Agreement and this Agreement are subordinated in accordance with, and subject to all the other terms and conditions of, the Seventh Amended and Restated Subordination Agreement, dated as of the date hereof, among the Grantor, the Secured Party, the other second lien lenders, Petters Company Inc., as first lien lender, and certain other third lien, fourth lien, and fifth lien lenders of the Grantor party thereto.

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

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party, for its own benefit and for the benefit of the other second lien lenders, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Notes (as defined in the Security

Agreement), the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ZINK IMAGING, INC.

By: 

Name: Mary Jeffries
Title: CEO

AGREED TO AND ACCEPTED:

GERARD LOPEZ
as Secured Party

By: _____

Name: Gerard Lopez

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ZINK IMAGING, INC.

By: _____

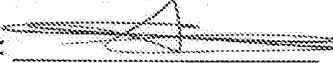
Name: Mary Jeffries

Title: CEO

AGREED TO AND ACCEPTED:

GERARD LOPEZ

as Secured Party

By:  _____

Name: Gerard Lopez

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Three-Dimensional Display Method (s) And Apparatus	5,812,186
Thermal Imaging System	6,801,233
Thermal Imaging System	6,906,735
Thermal Imaging System	7,166,558
Image Stitching For A Multi-Head Printer	7,388,686
Thermal Imaging System	7,635,660
Thermally-Insulating Layers And Direct Thermal Imaging Members Containing Same	8,377,844
Print Job Data Processing For Multi-Head Printers	<i>Allowed</i>
Method and Apparatus for Voltage Correction	6,661,443
Thermal Response Correction System	6,819,347
Thermal Print Head Alignment Method And Apparatus	6,940,533
Novel Dyes	6,951,952
Drive Roller Assembly	6,959,849
Thermal Printer Assembly	6,987,524
Thermal Printer Apparatus	6,989,850
Thermal Printer Assembly	6,995,783
Novel Dyes And Use Thereof In Thermal Imaging Members And Methods	7,008,759
Roller Assembly	7,086,795
Imaging System (dyes)	7,176,161
Thermal Response Correction System	7,176,953
Novel Dyes And Use Thereof In Thermal Imaging Members And Methods	7,220,868
Novel Dyes And Use Thereof In Thermal Imaging Members And Methods	7,279,264
Novel Dye Complexes And Use Thereof In Imaging Members And Methods	7,282,317
Digital Image Exposure Correction	7,283,666
Thermal Response Correction System	7,295,224

Thermal Response Correction System	7,298,387
Thermal Print Head Temperature Estimation System	7,328,980
Method And Apparatus For Controlling The Uniformity Of Print Density Of A Thermal Print Head Array	7,369,145
Parametric Programmable Thermal Printer	7,391,427
Multicolor thermal imaging method and thermal printer	7,408,563
Print Job Data Processing For Multi-Head Printers	7,416,267
Thermal Printing Device With An Improved Image Registration, Method For Printing An Image Using Said Printing Device And System For Printing An Image	7,466,328
Imaging System (dyes)	7,504,360
Printer Thermal Response Calibration System	7,545,402
Novel Dyes And Use Thereof In Thermal Imaging Members And Methods	7,704,667
Multicolor Thermal Imaging Method	7,768,540
Print Head Pulsing Techniques For Multicolor Printers	7,791,626
Novel Color-Forming Compounds And Use Thereof In Imaging Members And Methods	7,807,607
Image Stitching For A Multi-Head Printer	7,808,674
Multicolor Thermal Imaging Method	7,820,370
Thermal Printer With Auxiliary Heat Sink And Methods For Printing Using Same	7,825,945
Thermal Imaging Members And Methods	7,829,497
Print Head Pulsing Techniques For Multicolor Printers	7,830,405
Print Medium Feature Encoding And Decoding	7,905,409
Thermal Response Correction System For Multicolor Printing	8,009,184
Multicolor Thermal Imaging Method	8,068,126
Image Stitching For A Multi-Head Printer	8,072,644
Platen Temperature Model	8,077,192

Print Head Pulsing Techniques For Multicolor Printers	8,098,269
Print Head Pulsing Techniques For Multicolor Printers	8,164,609
Nonrotating platen for thermal printing	8,305,408
Image stitching for a multi-head printer	8,345,307
Imaging system	8,372,782
Print job data processing for multi-head printers	8,427,689
Print head pulsing techniques for multicolor printers	8,502,846
Multicolor thermal imaging method and thermal printer	8,502,848
Optical disc with thermally-printable surface	8,557,361
PRINT HEAD PULSING TECHNIQUES FOR MULTICOLOR PRINTERS	<u>US20130286135</u>

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

85829177	ZCLUB	LIVE
85829181	APP PRINTER	LIVE
85956149	ZINK HAPPY+	LIVE
85956147	ZINK HAPPY+	LIVE
85956134	ZINK DESIGN AND PRINT STUDIO	LIVE
85773512	HAPPY +	LIVE
85568147	AIRWAVE	LIVE
85691507	ZINK HAPPY PRINT +	LIVE
85783710	MAKE YOUR WORLD HAPPY	LIVE
85783704	MAKE YOUR WORLD A HAPPY WORLD	LIVE
85729384	HAPPY	LIVE
85729360	ZINK HAPPY	LIVE
85710058		LIVE
85710042	ZROLL	LIVE
85705840	ZINK BIG	LIVE
85703945	ZINK MAILEASY	LIVE
85568172	CLIO COMPANION	LIVE
85543759	Z-ROLL	LIVE
85508406	ZINK APPPRINTER	LIVE
85508397	APPPRINTER	LIVE
85829179	SMART APP PRINTER	LIVE
85710050		LIVE
85710035	HAPPY	LIVE
85691524	ZINK HAPPY PRINT	LIVE
85660238	ZINK APPY	LIVE
85659522	ZINK HAPPY	LIVE
85659518	ZINK APPY	LIVE
85659513	ZINK HAPPY	LIVE
85659505	HAPPY	LIVE
85568161	COMPANION	LIVE

85498789		NIFTY	LIVE
85498782		ZINK NIFTY	LIVE
85659537		APPY	LIVE
85659526		HAPPY	LIVE
85435338		CLIO	LIVE
85773516		HAPPY +	LIVE
85659510		APPY	LIVE
78500666	3532400	ZINK. ZERO INK.	LIVE
78495981	3565854	ZERO INK	LIVE
77977224	3659303	ZINK	LIVE
77977210	3655864	ZINK. ZERO INK.	LIVE
77976328	3588851	SMART SHEET	LIVE
77976193	3865887	ZERO INK. ZERO BOUNDARIES.	LIVE
77975953	3525618	ZINK ZERO INK	LIVE
77975952	3525617		LIVE
77183600	4045628	ZZZ ZINK ZERO INK	LIVE

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE