

08-25-1999



RECOR  
TR

101125695

8-22-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/24/1999 MTHA11 00000236 2236425

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001947 FRAME: 0363

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,236,425"/>	<input type="text" value="1,957,332"/>	<input type="text" value="1,898,872"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,505,821"/>	<input type="text" value="1,456,184"/>	<input type="text" value="1,320,628"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,328,065"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Arnold P. Lutzker, Esq.

Name of Person Signing

Signature

8/20/99

Date Signed

## COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (this Collateral Assignment of Intellectual Property, together with all extensions, renewals, amendments, substitutions and replacements hereto and hereof, is hereinafter referred to as this "**Collateral Assignment**") is dated as of August 18, 1999, and is made and entered into by and between M&R MARKING SYSTEMS, INC. (successor by merger to M&R ACQUISITION CORP.), a Delaware corporation (the "**Debtor**"), and NATIONAL CITY BANK OF PENNSYLVANIA in its capacity as agent for, and on behalf of, itself as Agent, the Co-Agent and the Lenders (the "**Agent**" and referred to herein as the "**Secured Party**"). Capitalized terms used herein as defined terms which are not defined herein but which are defined in the Credit Agreement shall have the same meanings herein as are ascribed to them in the Credit Agreement.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (the Credit Agreement together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to herein as the "**Credit Agreement**") dated as of even date herewith by and between the Lenders, the Co-Agent, the Secured Party and the Debtor as the borrower, the Lenders, have agreed to make available to the Debtor credit facilities consisting of (i) a revolving credit commitment (the "**Revolving Credit Commitment**") evidenced by Revolving Credit Notes dated as of even date herewith (together with all amendments, supplements, renewals or replacements thereto or thereof, the "**Revolving Credit Notes**"); (ii) a Term Loan which will be evidenced by Term Loan Notes dated as of even date herewith (together with all amendments, supplements, renewals or replacements thereto or thereof, the "**Term Loan Note**"); and (iii) a multiple draw term loan commitment (the "**MDTL Commitment**") which will be evidenced by either (A) a Multiple Draw Term Notes (together with all amendments, supplements, renewals or replacements thereto and thereof, the "**Multiple Draw Term Notes**"); such Multiple Draw Term Notes, together with the Revolving Credit Notes and the Term Loan Notes, all collectively referred to herein as the "**Notes**");

WHEREAS, to secure the prompt payment in full to the Secured Party for, and on behalf of the Secured Party, the Co-Agent and the Lenders, of the Obligations, as such term is defined in the Credit Agreement, the Debtor has agreed to execute and deliver to the Secured Party this Collateral Assignment.

NOW, THEREFORE, in consideration of the premises (each of which is incorporated herein by reference) and the mutual promises contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the intent to be legally bound hereby, and for the purpose of securing:

(a) the performance of all of the terms and provisions contained in the Notes, including, but not limited to, the payment of the aggregate unpaid principal balance of the Notes (including all advances heretofore and hereafter made and evidenced by the Notes and interest thereon to the Secured Party its successors and assigns, according to the provisions and conditions of the Notes and in discharge thereof;

(b) the performance by the Debtor of all of the terms and provisions contained in the Credit Agreement, this Collateral Assignment and all of the other Loan Documents to which it is a party (including, without limitation, any lease entered into pursuant to the MDTL

Commitment), as they may be amended, modified or supplemented from time to time, the terms and provisions of all of such documents being specifically incorporated herein by reference as though set forth herein; and

(c) the Debtor's payment of any and all of the Obligations owed by it to the Secured Party whether now or hereafter existing or incurred and whether direct or indirect as guarantor, by virtue of any assignment, pledge or other transfer or disposition of Indebtedness and other obligations of the Debtor to one or more third parties, or otherwise, (the foregoing collectively referred to herein as the "**Secured Obligations**").

**1. Grant of Security Interests.** The Debtor hereby grants, bargains, assigns, mortgages, pledges, sells, creates and grants a security interest in, transfers, and conveys to the Secured Party, and its successors and assigns for, and on behalf of, the Secured Party, as and by way of a first lien and security interest having priority over all other security interests, with power of sale, to the extent permitted by law or by the Licenses (as defined below) referred to herein, all of the Debtor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d) of this subsection 1(i), are hereinafter referred to individually as a "**Patent**" and collectively as the "**Patents**");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof and therefor, together with the items described in clauses (a) through (d) of this subsection 1(ii), are sometimes hereinafter referred individually as a "**Trademark**" and collectively as the "**Trademarks**");

(iii) copyrights, copyright registrations and copyright applications, including, without limitation, the copyrights and applications and registrations thereof and therefore listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights and applications and registrations thereof and therefor, together with the items described in clauses

(a) through (d) of this subsection 1(iii), are sometimes hereinafter referred individually as a "**Copyright**" and collectively as the "**Copyrights**";

(iv) all license agreements with respect to any of the Patents, Trademarks or Copyrights, or any other patent, trademark, copyright, service mark or any application or registration thereof or any other tradename or tradestyle between the Debtor and any other party, whether the Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 1 attached hereto and hereby made a part hereof (all of the foregoing license agreements and the Debtor's rights thereunder are referred to collectively as the "**Licenses**");

(v) all other drawings, blueprints, designs, know-how, show-how, inventions and other intellectual property related to the manufacture of marking products and accessories; and

(vi) the goodwill of the Debtor's business connected with and symbolized by the Trademarks.

All of the Patents, Trademarks, Copyrights and Licenses described in items (i) through (iv) above are hereinafter referred to collectively as the "**Intellectual Property**".

**2. Representations and Warranties.** The Debtor warrants and represents to the Secured Party that:

(a) Except for Intellectual Property no longer used by the Debtor in its business no Intellectual Property has been adjudged invalid or unenforceable or have been cancelled, in whole or in part;

(b) To the best of the Debtor's knowledge, all of the Intellectual Property is valid and enforceable;

(c) Except as described in the Licenses, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the Intellectual Property, free and clear of any Encumbrances (other than Permitted Encumbrances), including without limitation licenses, shop rights and covenants by the Debtor not to sue third persons;

(d) Except for Intellectual Property no longer used by the Debtor in its business, the Debtor has adopted, used and is currently using all of the Intellectual Property in a manner sufficient to protect the Borrower's rights therein;

(e) The Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Intellectual Property;

(f) The execution and delivery of this Collateral Assignment by the Debtor, and the performance by the Debtor of its obligations hereunder, will not conflict with the terms of, or cause a default under, any License, any contract or agreement to which the Debtor is a party or by which it is bound, or any Governmental Rule to which the Debtor, its business or properties, is subject;

(g) All of the Intellectual Property owned, used or licensed by the Debtor and its Subsidiaries is owned, used or licensed by the Debtor and not by any Subsidiary of the Debtor; and

(h) The execution, delivery and performance by Debtor of this Collateral Assignment has been authorized by all necessary action of the Debtor.

**3. Restrictions on Future Agreements.** The Debtor agrees that until the Obligations shall have been satisfied in full and the Revolving Credit Commitment shall have been terminated, the Debtor shall not sell or assign its interest in, or grant any additional Licenses with respect to any of the Intellectual Property or enter into any other agreement with respect to any of the Intellectual Property which is inconsistent with the Debtor's obligations under this Collateral Assignment, without the prior written consent of the Secured Party and the Debtor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Secured Party under this Collateral Assignment.

**4. New Patents, Trademarks, Copyrights and Licenses.** The Debtor represents and warrants that the Intellectual Property listed on Schedule 1 constitutes all of the Patents, Trademarks and Copyrights now owned by the Debtor. If before the Obligations shall have been satisfied in full or before the Credit Agreement has been terminated, the Debtor shall (i) become aware of any existing Patents, Trademarks or Copyrights of which the Debtor has not previously informed the Secured Party or (ii) obtain rights to any new Patents, Trademarks or Copyrights, the provisions of this Collateral Assignment shall automatically apply thereto and the Debtor shall give to the Secured Party prompt written notice thereof. The Debtor hereby authorizes the Secured Party to modify this Collateral Assignment from time to time by amending Schedule 1 to include any such new or after acquired Patents, Trademarks or Copyrights.

**5. Royalties; Terms.** The term of the collateral assignment and security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective items of Intellectual Property assigned hereunder and (ii) the Obligations have been indefeasibly paid in full and the Revolving Credit Commitment and the MDTL Commitment have each been terminated. Upon the occurrence of an Event of Default, the Debtor agrees that the use by the Secured Party of all Intellectual Property shall be worldwide and without any liability for royalties or other related charges from the Secured Party to the Debtor until the Secured Obligations are indefeasibly paid in full.

**6. Events of Default.** From and after the occurrence of and during the continuance of an Event of Default, the Secured Party shall have, in addition to all other rights and remedies given it by this Collateral Assignment and the other Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any of the jurisdictions in which the Intellectual Property may be located or by which the rights thereto may be governed.

**7. Release of Collateral Assignment.** This Collateral Assignment is made for collateral purposes only. Upon the Obligations being indefeasibly paid In full and the termination of the Revolving Credit Commitment and the MDTL Commitment, the Secured Party shall execute and deliver to the Debtor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in the Debtor full title to the

Intellectual Property, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto and pursuant to the Credit Agreement or the other Loan Documents.

**8. Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Debtor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses, incurred by the Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, Encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by the Debtor on demand by the Secured Party and until so paid shall bear interest at the highest applicable rate provided in the Credit Agreement, shall become part of the Obligations secured hereby and, if not paid upon demand, shall bear interest at the Default Rate until paid.

**9. Duties of Debtor.** The Debtor shall have the duty (i) to prosecute in a commercially reasonable manner any patent, trademark, copyright or service mark applications pending as of the date hereof or thereafter until the Obligations shall have been indefeasibly paid in full and the Revolving Credit Commitment and the MDTL Commitment are terminated, (ii) to make application on unpatented but patentable inventions and on trademarks, copyrights and service marks, as appropriate, and to the extent commercially reasonable, or (iii) to preserve and maintain all rights in the Intellectual Property except where not commercially reasonable. Any expenses incurred in connection with the Debtor's obligations under this Section 9 shall be borne by the Debtor or, to the extent they may be satisfied by the Secured Party shall become part of the Obligations secured hereby. Except where otherwise not commercially reasonable, the Debtor shall not abandon any right to file a patent, trademark, copyright or service mark application, or abandon any pending patent application, or any other Intellectual Property without the consent of the Secured Party for, and on behalf of, the Secured Party, Co-Agent and Lenders.

**10. Right to Sue.** After the occurrence of and during the continuance of Default or Event of Default, the Secured Party for, and on behalf of, itself, Co-Agent and the Lenders, shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and, if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all reasonable costs and expenses incurred by the Secured Party in the exercise of its rights under this Section 10, which shall become part of the Obligations secured hereby.

**11. Power of Attorney; Effect on Loan Documents.** Upon the occurrence, and during the continuance of, Default or Event of Default, the Debtor hereby makes, constitutes and appoints the Secured Party and any of its officers, directors, employees and authorized agents as the Secured Party may select, in its sole discretion, the true and lawful agent and attorney-in-fact of the Debtor, with full power of substitution, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as the Secured Party deems to be in the best interest of the Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual

Property to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. The Secured Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney granted under this Section 11 shall be irrevocable until the Obligations shall have been indefeasibly paid in full and the Revolving Credit Commitment and the MDTL Commitment have been terminated, and shall be deemed to be coupled with an interest. The Debtor acknowledges and agrees that this Collateral Assignment is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Collateral Assignment and the other Loan Documents, all rights and remedies allowed by law and all rights and remedies of a under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located.

**12. Further Assurances.** The Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Secured Party shall reasonably request from time to time in order to carry out the purpose of this Collateral Assignment and the agreements set forth herein.

**13. Secured Party's Ability to Deal With Security.** The Secured Party may have or in the future may hold other security and/or guaranties to secure all or any part of the Obligations but it is specifically understood and agreed by the Secured Party that neither the execution and delivery of this Collateral Assignment nor the holding of any other security and/or guaranty shall at any time or in any respect operate to prevent or hinder the Secured Party from resorting first to such other security and/or guaranty or first to any of the Intellectual Property or first from time to time to both. In addition, the Secured Party may from time to time as it sees fit, in its sole and uncontrolled discretion, resort to all or any part of the Intellectual Property, without resorting to all or any other security and/or guaranty securing the Obligations, or to all or any part of any other security and/or guaranty securing the Obligations without resorting to all or any part of the Intellectual Property, and such action on the Secured Party's part shall not in any respect be considered as a waiver of any of the benefits or rights of the Secured Party relating to the Intellectual Property or such other security and/or guaranties.

**14. Amendments and Waivers.** The Secured Party and the Debtor may from time to time enter into amendments, extensions, supplements and replacements to and of this Collateral Assignment and the Secured Party may from time to time waive compliance with a provision hereof. No amendment, extension, supplement, replacement or waiver shall be effective unless it is in writing and is signed by the Secured Party and the Debtor. All waivers shall be effective only for the specific instance and for the specific purpose for which they may be given.

**15. Exercise of Remedies; Remedies Cumulative.** No delay on the part of the Secured Party or failure of the Secured Party to exercise any power, right or remedy under this Collateral Assignment and any other Loan Document shall operate as a waiver hereof, nor shall any single or partial exercise of any power, right or remedy or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude other or further exercises thereof, or the exercise of any other power, right or remedy. The rights and remedies in this Collateral Assignment are cumulative and not exclusive of any rights or remedies (including, without limitation, the right of specific performance) which the Secured Party would otherwise have.



**16. Taxes.** The Debtor shall pay any and all stamp, document, transfer or recording taxes, filing fees and similar impositions payable or hereafter determined by the Secured Party to be payable in connection with this Collateral Assignment and any other documents, instruments and transactions pursuant to or in connection with any of the Loan Documents. The Debtor agrees to save the Secured Party harmless from and against any and all present and future claims or liabilities with respect to, or resulting from, any delay in paying or failure to pay any such taxes or similar impositions. The joint and several obligations of the Debtor pursuant to this Section 16 shall survive the termination of this Collateral Assignment and the repayment of the Obligations.

**17. Notices.** All notices required to be delivered pursuant to this Collateral Assignment shall be in writing and shall be delivered in accordance with, and to the addresses set forth in, and shall become effective in accordance with, Section 10.3 of the Credit Agreement.

**18. Successors and Assigns.** This Collateral Assignment shall be binding upon the Debtor and the Secured Party and their respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns; provided, however, that the Debtor shall not assign its rights or duties hereunder or under any of the other Loan Documents without the prior written consent of the Secured Party.

**19. Severability.** Any provision of this Collateral Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**20. Survival.** All representations, warranties, covenants and agreements of the Debtor contained herein or in the other Loan Documents or made in writing in connection herewith shall survive the issuance of the Notes and shall continue in full force and effect so long as the Debtor may borrow under the Credit Agreement and so long thereafter until the Notes and the Obligations are indefeasibly paid in full.

**21. GOVERNING LAW. THIS COLLATERAL ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, EXCEPTING APPLICABLE FEDERAL LAW AND EXCEPT ONLY TO THE EXTENT PRECLUDED BY THE MANDATORY APPLICATION OF THE LAW OF ANOTHER JURISDICTION.**

**22. FORUM. THE PARTIES HERETO AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS COLLATERAL ASSIGNMENT MAY BE COMMENCED IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND THE PARTIES HERETO AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN EITHER OF SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED PERSONALLY OR BY CERTIFIED MAIL TO THE PARTIES AT THEIR ADDRESSES DESCRIBED IN SECTION 17, OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. FURTHER, THE DEBTOR**

HEREBY SPECIFICALLY CONSENTS TO THE PERSONAL JURISDICTION OF THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA AND THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND WAIVES AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED FROM RAISING ANY OBJECTION BASED ON FORUM NON CONVENIENS, ANY CLAIM THAT EITHER SUCH COURT LACKS PROPER VENUE OR ANY CLAIM THAT EITHER SUCH COURT LACKS PERSONAL JURISDICTION OVER THE DEBTOR SO AS TO PROHIBIT EITHER SUCH COURT FROM ADJUDICATING ANY ISSUES RAISED IN A COMPLAINT FILED WITH EITHER SUCH COURT AGAINST THE DEBTOR BY THE SECURED PARTY CONCERNING THIS COLLATERAL ASSIGNMENT OR PAYMENT TO THE SECURED PARTY. THE DEBTOR HEREBY ACKNOWLEDGES AND AGREES THAT THE CHOICE OF FORUM CONTAINED IN THIS SECTION 22 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT OF ANY JUDGMENT OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THE LOAN DOCUMENTS TO ENFORCE THE SAME IN ANY APPROPRIATE JURISDICTION.

**23. Construction.** In this Collateral Assignment (except as otherwise expressly provided or unless the context otherwise requires), (i) the singular shall include the plural, and vice-versa, (ii) the masculine and feminine genders shall include the neuter gender, and vice-versa, (iii) the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Collateral Assignment as a whole and not to any particular provision of this Collateral Assignment and (iv) all references to particular Sections, items, clauses, exhibits and schedules are references to the Sections, items, clauses, exhibits and schedules of and to this Collateral Assignment.

**24. Integration.** This Collateral Assignment is the entire agreement between the parties relating to this security transaction and it supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the transactions provided for herein.

**25. Headings.** Section headings used in this Collateral Assignment are intended for convenience only and shall not affect the meaning or construction of this Collateral Assignment.

**26. Counterparts.** This Collateral Assignment and any amendment hereto may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this Collateral Assignment or any amendment hereto, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

**27. Good Faith and Commercial Reasonableness.** The parties acknowledge that this Collateral Assignment and the interests granted herein, in part, will not be governed by the Uniform Commercial Code. To the extent not so governed by the Uniform Commercial Code, the Secured Party and the Debtor agree to be bound by the obligation of good faith set forth in Section 1-203 of the Uniform Commercial Code as if this Collateral Assignment was governed by the Uniform Commercial Code. The Secured Party agrees to deal with the Intellectual Property in a commercially reasonable manner as set forth in Section 9-507 of the Uniform Commercial Code.

28. WAIVER OF JURY TRIAL. THE DEBTOR AND THE SECURED PARTY EACH HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY COURT AND IN ANY ACTION OR PROCEEDING OF ANY TYPE IN WHICH THE DEBTOR, THE SECURED PARTY OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IS A PARTY, AS TO ALL MATTERS AND THINGS ARISING OUT OF THIS COLLATERAL ASSIGNMENT.

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IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound hereby, have caused this Collateral Assignment of Intellectual Property to be duly executed by their respective duly authorized officers or partners as of the date first written above.

WITNESS/ATTEST:

M&R MARKING SYSTEMS, INC. (successor by merger to M&R ACQUISITION CORP.), a Delaware corporation

By: Mark R. Stahl  
Name: Mark R. Stahl  
Title: Asst Secy.

By: Marc Scutler (SEAL)  
Name: Marc Scutler  
Title: President

NATIONAL CITY BANK OF PENNSYLVANIA,  
as Secured Party

By: Ervin H. Geiger III (SEAL)  
Name: Ervin H. Geiger III  
Title: Vice President

BF 110966.7  
012150 - 022324

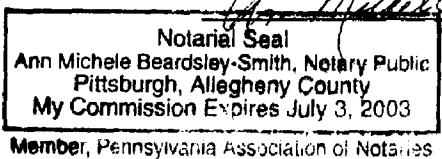
ACKNOWLEDGEMENTS

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF ALLEGHENY )

On this, the 18<sup>th</sup> day of August, 1999, before me, a Notary Public, personally appeared Marc Sculler, who acknowledged himself to be the President of M&R MARKING SYSTEMS, INC., a Delaware corporation, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of such corporation by himself as such President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

*Ann Michele Beardsley-Smith*  
\_\_\_\_\_  
Notary Public



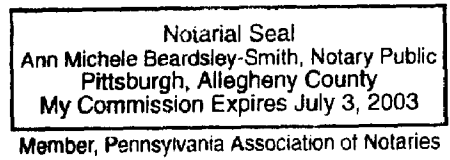
My Commission expires:

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF ALLEGHENY )

On this the 18<sup>th</sup> day of August, 1999, before me, a Notary Public, personally appeared Erwin H. Geiger who acknowledged himself to be a Vice President of NATIONAL CITY BANK OF PENNSYLVANIA, and that he as such Vice President, being authorized to do so, executed the foregoing Collateral Assignment of Intellectual Property for the purposes therein contained by signing the name of National City Bank of Pennsylvania by himself as such Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

*Ann Michele Beardsley-Smith*  
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Notary Public



My Commission expires:

BF 110966  
012150 - 022324

Schedule 1

U.S. PATENT NO.	ITEM	ISSUE DATE	INVENTORS
5,768,992	Hand Stamp and Method of Assembling Same	6/23/98	Daw et al.
5,649,485	Self-Inking Stamp	7/22/97	Dour et al.
5,611,984	Method for Stabilizing Microporous Marking Structures	3/18/97	Sculler et al.
5,517,916	Self-Inking Stamp	5/21/96	Dour et al.
5,377,599	Utility patent for the Royal Mark pre-inked stamp	1/3/95	Sculler et al.
5,277,721	Method for Making Microporous Marking Structures	1/11/94	Ooms
4,852,489	Self-Inking Stamping Device	6/1/89	Sculler et al.
4,432,281	Current Ideal Plastic Self-inking Stamp Utility Patent	2/2/84	Wall
Des. 387,800	Ink Pad Holder	12/16/97	Daw et al.
Des. 387,799	Self-Inking Stamp	12/16/97	Daw et al.
Des. 372,493	Hand Stamp Handle Top	8/6/96	Sculler
Des. 368,926	Decorative Cover for Hand Stamps	4/16/96	Pentralia
Des. 367,292	Hand Stamp Handle	2/20/96	Franks et al.
Des. 367,290	Design of a new version of the Ideal Plastic Self-Inking Stamp	2/20/96	Sculler et al.
Des. 366,894	Combined Ink Pad Holder and Pad	2/6/96	Vesey
Des. 359,504	Hand Stamp Handle	6/20/95	Stefanski
Des. 359,064	Handle for Pre-Inked Mount	6/7/95	Sculler et al.
Des. 353,394	Dated Hand Stamp (IDEAL 5000)	6/13/94	Stefanski et al.
Des. 346,396	Stamp Handle to design	4/26/94	Sculler
Des. 352,521	Pre-Inked Mount	11/15/94	Sculler et al.
29/021,756 (App. No.)	Ink Pad Holder	N/A	
08/350,509 (App. No.)(action suspended)	Method and Means for Preparing Pre-Inked Impression Members for Marking Devices	N/A	
09/129,485 (App. No.)	Pre-Inked Marking Structures and Method of Assembling Same to a Stamped Mount	N/A	
60/054,655 (Application No.)	Pre-Inked Marking Structures and Method of Assembling Same to a Stamped Mount	N/A	
09/141,692 (Application No.)	Hand Stamp with Stamped Arrangement of Changeable Text	N/A	
60/057,579 (Application No.)	Hand Stamp with Stacked Arrangement of Changeable Text	N/A	
29/084,500 (Application No.)	Self-Inking Stamp and Case Therefor	N/A	
29/104,577 (Application No.)	Hand Stamp	N/A	

FOREIGN PATENT	ITEM	COUNTRY
775,588	Method and Apparatus for Stabilizing Microporous Marking Structures	Europe
803,372 (A1, B1)	Self-Inking Stamp	Europe
173,977	Self-Inking Stamp	Austria
69,601,069	Self-Inking Stamp	Germany
2,107,643 (AA)	Adjustable Mount Device for Pre-Inked Hand Stamp	Canada
2,106,643 (C)	Adjustable Mount Device for Pre-Inked Hand Stamp	Canada
1,106,340	Adjustable Mount Device for Pre-Inked Hand Stamp	China
1,036,511	Adjustable Mount Device for Pre-Inked Hand Stamp	China
74,491	Ornamental Design of the Royal Mark pre-inked stamp	Canada
ZL 933305971.X	Ornamental Design of the Royal Mark pre-inked stamp	China
ZL 93114412.4	Adjustable Mount Device for Pre-Inked Hand Stamp	China
952385	Self-Inking Stamp	France
M9503705.5	Self-Inking Stamp	Germany
ZL97303151.4	Self-Inking Stamp	China
173,092	Self-Inking Stamp	India

TRADEMARK	TRADEMARK NUMBER	ISSUE DATE	COUNTRY
OPTIMARK	2,236,425	4/6/99	U.S.
IDEAL (for film)	1,957,332	2/20/96	U.S.
Self-Inking Stamp Design	1,898,872	6/13/95	U.S.
MINI	1,505,821	9/27/88	U.S.
IDEAL	1,456,184	9/8/87	U.S.
ROYAL MARK	1,320,628	2/19/95	U.S.
Design Only	1,328,065	4/2/85	U.S.
M&R	N/A	N/A	U.S.
ROYAL MARK	674,390	11/11/97	European Community
OPTIMARK	677,229	11/11/97	European Community
M&R MARKING SYSTEMS	604,132	10/24/97	European Community
IDEAL	604,116	10/24/97	European Community
IDEAL	94,534,580	9/1/94	France
ROYAL MARK	94,534,579	0/1/94	France
ROYAL MARK	698,435	12/23/96	Italy
IDEAL	698,434	12/13/96	Italy
ROYAL MARK	159,146	8/2/95	Austria
IDEAL	97,711,152		Russia
M&R MARKING SYSTEMS	97,711,151		Russia
ROYAL MARK	1,581,516	6/27/97	Great Britain
IDEAL	2,000,652	10/31/94	Great Britain
IDEAL			Australia
ROYAL MARK	753372	11/16/98	Australia
OPTIMARK	753179	9/11/98	Australia
IDEAL	696,529		Taiwan
ROYAL MARK	689,409		Taiwan
ROYAL MARK	B00143 of 1998		Hong Kong
ROYAL MARK	884,720		People's Republic of China
HR Print Technology	N/A	N/A	N/A
Daylight AQ	N/A	N/A	N/A
Ideal RT	N/A	N/A	N/A
Ideal RT	N/A	N/A	N/A



DATE	TITLE
8/17/95	License Agreement between Hamivreshet Brush Factory Kibbutz Ruhama and M&R
4/26/95	Letter Agreement between M&R and Hamivreshet
6/7/93	Agreement between American Seal and Stamp Company and M&R (New York)
3/12/91	Production Agreement between M&R, Shiny Stamp Enterprises Co., a corporation of the Republic of China and Albegreen Company Limited, a corporation of the Republic of China
2/6/92	Assignment Agreement between Ken Lowrance and Dan Ward and M&R (New York) re: the "Chase Invention" (as defined therein).
8/5/96	Letter Agreement between Lowrance, Ward and Sculler relating to the foregoing Assignment Agreement
6/30/97	Agreement between M&R and Identity Group, Inc., a Tennessee Corporation
7/27/98	Private Label Authorized Distributor Agreement between Horizons Incorporated and M&R

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