

03-02-2001

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/9)

RECORD TF



U.S. DEPARTMENT OF COMMERCE Patent and Trademark

Tab settings

101624756

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

2002

1. Name of conveying party(ies): D2PS Creative, Inc.

2.20.01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State DE, Other

2. Name and address of receiving

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State DE, Other

If assignee is not domiciled in the United States, a designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: August 7, 2000

4. Application number(s) or trademark

A. Trademark Application No.(s) 75/484221

B. Trademark Registration NONE

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rebecca L. Foley

Internal Address: 16th Floor

03/01/2001 6TON11 00000156 75484221

01 FC:481 40.00 DP

Street Address: Katten Muchin Zavis

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations 1

7. Total fee (37 CFR) \$ 40.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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 of the original document.

Rebecca L. Foley

Name of Person

Signature

2/16/01

Date

Total number of pages including cover sheet, attachments, and 8

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

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of this 7th day of August, 2000, by and among D²PS Creative, Inc., a Delaware corporation ("Grantor") and Heller Financial, Inc., a Delaware corporation, as agent ("Agent") for the benefit of all Lenders.

RECITALS:

WHEREAS, Grantor owns the trademarks, trademark registrations, trademark applications, service marks, service mark registrations and service mark applications listed opposite Grantor's name on Schedule 1 annexed hereto, and is a party to the trademark licenses and service mark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Hawkeye Communication, Inc., a Delaware corporation ("Hawkeye US") has entered into an Amended and Restated Credit Agreement dated as of February 18, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Hawkeye Europe Limited, a corporation organized under the laws of England and Wales ("Hawkeye UK"; together with Hawkeye US, "Borrowers" and each sometimes referred to individually as a "Borrower"), Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Agent and the Lenders; and

WHEREAS, Hawkeye US is the legal and beneficial owner of all of the issued and outstanding capital stock of Grantor; and

WHEREAS, Grantor acknowledges that, as a wholly owned subsidiary of Hawkeye US, it will receive substantial direct and indirect benefits by reason of the making of loans to Hawkeye US as provided in the Credit Agreement; and

WHEREAS, Grantor has agreed to guarantee the punctual payment and performance when due of the Obligations pursuant to that certain Subsidiary Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty"); and

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement dated as of May 7, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantors (as defined therein) and Agent (in such capacity, "Grantee"), each Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademark, trademark registrations, trademark applications, trademark licenses, service marks, service mark

registrations, service mark applications and service mark licenses, together with the goodwill of the business symbolized by such Grantor's trademarks and service marks, and all proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark and Service Mark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration, trademark application, service marks, service mark registration, and service mark application including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof), trademark applications, service marks, service mark registrations (together with any reissues, continuations or extensions thereof) and service mark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration, trademark application, service mark, service mark registration and service mark application;

(2) each trademark license and service mark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license and service mark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, trademark registration, service mark or service mark registration including, without limitation, the trademark, trademark registrations, service marks and service mark registrations referred to in Schedule 1 annexed hereto, the trademark registrations and service mark registrations issued with respect to the trademark applications and service mark applications referred in Schedule 1 and the trademarks and service marks licensed under any trademark license or service mark license, or (b) injury to the goodwill associated with any trademark, trademark registration, service mark, service mark registrations, trademark licensed under any trademark license, or service mark licensed under any service mark license.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark and Service Mark 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 follows]

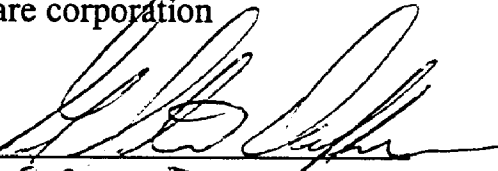
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 7th day of August, 2000.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

By: 
Name: MATTHEW KURST
Title: VP

D²PS CREATIVE, INC., a
Delaware corporation

By: 
Name: G. Steven Dwyer
Title: Chairman

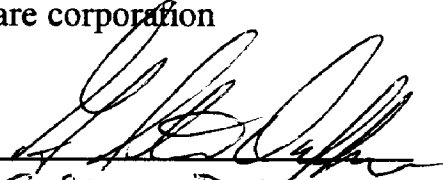
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Delaware corporation

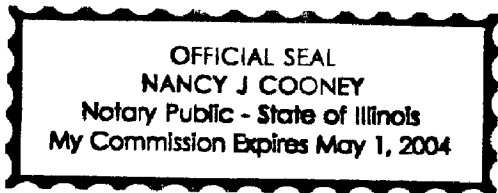
By: _____
Name: _____
Title: _____

By: 
Name: G. Steven Dapper
Title: Chairman

ACKNOWLEDGMENT

STATE OF Illinois)
)
COUNTY OF Cook) ss.

On the 7th day of August, 2000, before me personally appeared Matthew Krasak, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as VP of Heller Financial, Inc., a Delaware corporation, who being by me duly sworn, did depose and say that he is VP of Heller Financial, Inc., who being by me duly sworn, did depose and say that he is _____ of said corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Nancy J. Cooney
Notary Public

{Seal}

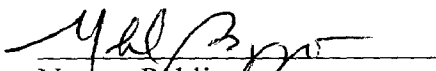
My commission expires:

May 1, 2004

ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On the 7th day of August, 2000, before me personally appeared G. Steven Dapper, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chairman of D²PS Creative, Inc., a Delaware corporation, who being by me duly sworn, did depose and say that he is Chairman of said corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{Seal}

My commission expires:

MARSHAL BOZZO
Notary Public, State of New York
No. 01BO6025978
Qualified in New York County
Commission Expires June 7, 2001

Trademark Security Agreement

TRADEMARKS AND SERVICE MARKS

None.

TRADEMARK AND SERVICE MARK REGISTRATIONS

None.

TRADEMARK AND SERVICE MARK APPLICATIONS

	<u>Filed</u>	<u>Serial No.</u>	<u>Status</u>
"Graphics Factory and Design" Service Mark	May 13, 1998	75/484221	Pending

TRADEMARK LICENSES

None.