FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-10-2001

101807706

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

8-2-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [X] Other: RELEASE OF SECURITY INTEREST OF TRADEMARKS

Effective Date Month Day Year: 07/31/2001

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Bell & Howell Operating Company

Execution Date Month Day Year: 07/31/2001

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other:

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bankers Trust Company, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): One Bankers Trust Plaza

Address (line 2): 130 Liberty Street

Address (line 3): New York (City) New York (State/Country) 10006 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other:

[ ] 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).*

[X] Citizenship/State of Incorporation/Organization: Delaware

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08/09/2001 LMUELLER 00000122 1753473

01 FC:481 40.00 OP
02 FC:482 50.00 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

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: 213-430-6073

Name: Christine M. Olsen

Address (line 1): O'Melveny & Myers LLP

Address (line 2): 400 South Hope Street

Address (line 3): Los Angeles, California 90071-2898

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

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)		
			1,753,473		
			1,179,022		
			1,328,173		

Number of Properties

Enter the total number of properties involved. # 3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 90.00

Method of Payment: Enclosed [X] 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.

Christine M. Olsen
Name of Person Signing

Signature

08/02/2001
Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual | General Partnership | Limited Partnership | Corporation | Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City | State/Country | Zip Code

Individual | General Partnership | Limited Partnership

Corporation | Association

Other

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Citizenship/State of Incorporation/Organization

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)		

LA1:941394.1

RELEASE OF SECURITY INTEREST OF TRADEMARKS

This Release of Security Interest is dated as of July 31st, 2001. Reference is hereby made to the Amendment to Trademark Collateral Security Agreement and Conditional Assignment (the "**Security Agreement**") by and between Bell & Howell Operating Company, a Delaware corporation (**"Grantor"**), and Bankers Trust Company, as Agent (the "**Agent**"), or an abstract thereof, recorded with the United States Patent and Trademark Office on or about May 8, 1996 (Reel/Frame No. 1463/0543).

Bankers Trust Company hereby notifies, acknowledges to and agrees with Grantor that the security interest granted by Grantor to Agent pursuant to the terms of the Security Agreement including without limitations, the trademarks listed on the attached Schedule A, are terminated and released as of the date hereof, and that Agent hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Security Agreement to such Trademark Collateral.

Such Agent releases all liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "**Encumbrances**") on this Release of Security Interest including, without limitation, those Encumbrances created under or in connection with the Security Agreement.

Such Grantor hereby agrees to take such further actions and to execute such further documents as Agent may reasonably request to effect and evidence this Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest to be duly executed and delivered by its duly authorized officer as of the date first above written.

BANKERS TRUST COMPANY, as Agent

By: Keith Bernstein

Name: KEITH BERNSTEIN

Title: PRINCIPAL

TRADEMARK
REEL: 002344 FRAME: 0769

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On July 31st, 2001 before me, VIRGINIA C. SHEK, personally appeared KEITH BERNSTEIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/their authorized capacity, and that by his/~~her/their~~ signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand this 31st day of July, 2001.

VIRGINIA C. SHEK
Commission # 1237724
Notary Public - California
Los Angeles County
My Comm. Expires Oct 12, 2003

Notary Public in and for the
State of California

TRADEMARK
REEL: 002344 FRAME: 0770

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST OF TRADEMARKS

Registered:

	Trademark	Reg. No.	Reg. Date
1.	BELL & HOWELL and Design	1,753,473	02/23/1993
2.	MAILMOBILE	1,179,022	11/24/1981
3.	ZIP*FICHE	1,328,173	04/02/1985

RECORDED: 08/02/2001

TRADEMARK
REEL: 002344 FRAME: 0771