



SHEET

101838736

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

**Submission Type**

New **9-4-01**

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  
Effective Date  
Month Day Year

Merger

Change of Name

Other

**Conveying Party**

Mark if additional names of conveying parties attached

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

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

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.)

FOR OFFICE USE ONLY

09/10/2001 DBYRNE 00000127 1167165

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40.00 P

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

860-275-8200

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.

#

5

**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"/>	1167165	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

18-1685

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.

Amy Span Wergeles

Name of Person Signing

Signature

September 4, 2001

Date Signed

**GRANT OF SECURITY INTEREST IN AND MORTGAGE  
OF UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BALDWIN KANSA CORPORATION, a Kansas corporation (the "Grantor"), hereby assigns, grants and mortgages to FLEET NATIONAL BANK, as Administrative Agent, with principal offices at One Landmark Square, Stamford, CT 06901 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

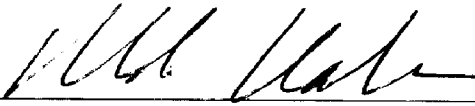
THIS AGREEMENT is entered into to secure the full and prompt performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Subsidiaries Security Agreement dated as of October 31, 2000 among the Grantor, the other assignors from time to time party thereto and the Grantee (as amended from time to time, the "Security Agreement"). Upon the expiration of the Commitment Period (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor such statements, documents or other instruments in writing as may be reasonably requested by Grantor releasing the security interest and mortgage in the Marks and Patents granted under this Agreement.

This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement  
as of October 31, 2000.

Grantor:

BALDWIN KANSA CORPORATION

By 

Ronald F. Rahe

Title: Secretary & Treasurer

Grantee:

FLEET NATIONAL BANK, as Administrative Agent

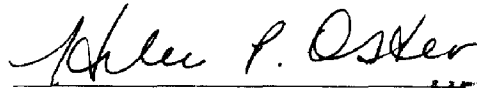
By 

W. Lincoln Schoff, Jr.

Title: Senior Vice President

STATE OF CONNECTICUT        )  
  ) ss.: Shelton  
COUNTY OF FAIRFIELD        )

On this 2nd day of November, 2000, before me personally came Ronald F. Rahe, who, being by me duly sworn, did state as follows: that he is the Secretary and Treasurer of Baldwin Kansa Corporation, he is authorized to execute the foregoing Agreement on behalf of said corporation and he did so by authority of the Board of Directors of said corporation.




Notary Public

**HELEN P. OSTER**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 2004

STATE OF CONNECTICUT        )  
  ) ss.: Stamford  
COUNTY OF FAIRFIELD        )

On this 2nd day of November, 2000, before me personally came W. Lincoln Schoff, Jr., who, being by me duly sworn, did state as follows: that he is the Senior Vice President of Fleet National Bank, that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

SCHEDULE A

MARK

REG. NO.

REG. DATE

QUADRACART

1,167,165

01-Sep-81

SCHEDULE B

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
PAPER SHEET MATERIAL HANDLING CART HAVING CENTRAL BRAKE ASSEMBLY	4,302,025	24-Nov-81
INSERT MECHANISM FOR FLEXIBLE MULTIPLE SHEET TABLOID AND ADVERTISING PUBLICATIONS	4,526,356	02-Jul-85
FEEDING MECHANISM FOR NEWSPAPER COMPILER	5,125,637	30-Jun-92
SPEAR MISSED OPEN DETECTION SYSTEM	5,782,465	21-Jul-98
FEEDER STRUCTURE & RECEIVING WHEEL FOR HIGH SPEED INSERTER	09/069,258	29-Apr-98*

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\* Pending