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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌

RECOF TR.

DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Impressions Paper LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fleet Capital Corporation
Internal
Address: _____
Street Address: 200 Glastonbury Boulevard
City: Glastonbury State: CT Zip: 06033

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Rhode Island
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 30, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
2,409,260

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: R. Alisha Verdone, Esq.
 Internal Address: Updike, Kelly & Spellacy, PC

 Street Address: One State Street

 City: Hartford State: CT Zip: 06033

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

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 copy of the original document.

R. Alisha Verdone Alisha Verdone 7/30/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

08/05/2002 DBYRNE 0000027 2409260
01 FC:481

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

TRADEMARK
REEL: 002555 FRAME: 0434



SECURITY AGREEMENT - TRADEMARKS

This SECURITY AGREEMENT - TRADEMARKS (the "Agreement") is made as of this 30th day of July, 2002 by IMPRESSIONS PAPER LLC, a Connecticut limited liability company with its chief executive office located at 460 Summer Street, Stamford, Connecticut 06901 (the "Borrower") in favor and for the benefit of FLEET CAPITAL CORPORATION, a Rhode Island corporation, with an office and place of business at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033 (the "Lender").

WITNESSETH:

WHEREAS, the Lender has, subject to the terms and conditions set forth in a certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), agreed to make loans and advances and otherwise extend credit to the Borrower, either directly or through one or more of its Affiliates; and

WHEREAS, the Borrower is the sole and exclusive owner of the United States Trademarks, applications for United States Trademarks and all other corresponding trademarks and applications in any states or foreign countries as set forth on Schedule A annexed hereto and made a part hereof (the "Trademark Rights"); and

WHEREAS, pursuant to the Loan Agreement, the Borrower has granted the Lender a security interest in, among other things, the Trademark Rights, on the terms and conditions set forth in the Loan Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lender under the Loan Agreement that the Borrower execute and deliver to the Lender a security agreement in substantially the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Loan Agreement, the Borrower hereby agrees with the Lender as follows:

1. The Borrower hereby grants to the Lender, its successors and assigns, on the terms and conditions set forth in the Loan Agreement, and as security for the obligations and liabilities of the Borrower under the Loan Agreement, and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of the Borrower's right, title, and interest in, to and under the Trademark Rights, together with (i) all reissues or extensions thereof and (ii) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the right to collect all

royalties under any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted (hereinafter sometimes collectively referred to as the "Collateral").

2. The Borrower represents and warrants unto the Lender that the Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. The Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Trademark Rights.

4. The Borrower represents and warrants that the Trademark Rights are all the trademarks (domestic and foreign) used by the Borrower or in connection with its business.

5. The Borrower covenants and agrees with the Lender that, so long as this Security Agreement shall remain in effect:

(a) The Borrower shall pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Trademark Rights and shall do all such other acts and things necessary for maintaining the Trademark Rights.

(b) The Borrower shall endeavor to detect and prevent any infringement of the Trademark Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Trademark Rights. The Borrower shall inform the Lender of any actual or suspected infringement of the Trademark Rights of which it has knowledge and of any action contemplated or taken by the Borrower in response to such infringement. The Lender shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Lender may reasonably determine to be required to enforce such Trademark Rights.

(c) The Borrower shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Trademark Rights and upon the validity and enforceability thereof. The Lender shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Lender may reasonably determine to be required to defend the Trademark Rights.

(d) The Borrower shall not, without the prior written consent of the Lender, permit the Trademark Rights to lapse or otherwise abandon the Trademark Rights.

(e) At any time and from time to time, the Borrower shall, upon the request of the Lender, execute and deliver such further documents and do such other acts and things as the Lender reasonably may require in order to effect the purpose of this Security Agreement and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record title to the Collateral, including valid, recordable assignments of any or all of the Trademark Rights, and the Borrower does hereby irrevocably appoint the Lender, its

successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts on behalf of the Borrower, its successors and assigns, and the Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Until the occurrence of an Event of Default as defined in the Loan Agreement and subject to the provisions of the Loan Agreement, the Lender hereby acknowledges the Borrower's exclusive right and license to use the Collateral for the Borrower's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit the Borrower to take any actions prohibited hereunder.

7. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Borrower from the performance of any covenant, agreement or obligation on the Borrower's part to be performed under any license agreement now existing or hereafter executed by the Borrower licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on the Lender for the acts or omissions of the Borrower in connection with any such license or license agreement.

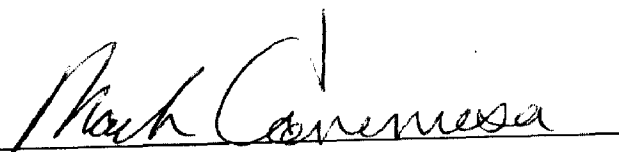
8. This Security Agreement shall terminate upon written notice by the Lender to the Borrower that all of the obligations secured hereby have been fully paid and performed and, upon such termination, all rights in the Collateral in which a security interest is granted hereunder shall be released by the Lender to the Borrower and the Lender shall promptly execute and deliver to the Borrower such documents or instruments as the Borrower may reasonable request of such termination.

9. This Security Agreement shall be binding upon the Borrower, its successors, and assigns and shall inure to the benefit of the Lender, the Lenders, each Lender Affiliate, and their successors and assigns.

10. This Security Agreement may not be amended or modified except with the written consent of the Lender.

IN WITNESS WHEREOF, the Borrower and the Lender have executed this Security Agreement as of the date first set forth above.

IMPRESSIONS PAPER LLC

By: 
Mark Cammisa
Title: Managing Member

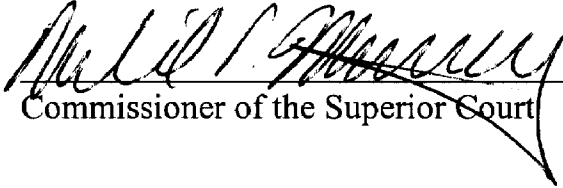
STATE OF CONNECTICUT)

) ss: Stamford

COUNTY OF FAIRFIELD)

On this 30th day of July, 2002, before me the undersigned officer, personally appeared Kim B. Bushey who acknowledges himself to be the Vice President of Fleet Capital Corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation.

In Witness Whereof I hereunto set my hand.



Commissioner of the Superior Court

SCHEDULE A
TO SECURITY AGREEMENT OF
TRADEMARKS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
LASER-X	Impressions Paper LLC	Registered	2,409,260	November 28, 2000