

09-27-2004

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9-27-04

To the Director of the U. S. Patent and Trademark Office. If the receiving party has moved, please provide the old address(es) and the new address(es) below.

9-27-04

1. Name of conveying party(ies)/Execution Date(s):

Future Graphics, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) California

Execution Date(s) May 24, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Union Bank of California, N.A.

Internal Address: Mail Code: 4-957-492

Street Address: 601 Potrero Grande 1st Floor

City: Monterey Park

State: California

Country: USA Zip: 91754

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,881,749

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FUTURE GRAPHICS

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

Name: UNION BANK of CALIFORNIA, N.A.

Internal Address: Mail Code: 4-957-492

Street Address: 601 Potrero Grande 1st Floor

City: Monterey Park

State: California Zip: 91754

Phone Number: (323) 720-7809

Fax Number: (323) 720-7888

Email Address: Sue.Batie@uboc.com

6. Total number of applications and registrations involved:

01

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

RECEIVED
97 PM 3:33
ENT'S DIV

9. Signature:

Sue Batie

Signature

9/24/04

Date

Sue Batie

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

40.00
09/28/2004
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 24, 2004, is entered into by and between **FUTURE GRAPHICS, LLC**, a California limited liability company with its principal place of business located at 1175 Aviation Place, San Fernando, California 91340 ("Debtor"), and **UNION BANK OF CALIFORNIA, N.A.**, a national banking association with a place of business located at 5855 Topanga Canyon Boulevard, Second Floor, Woodland Hills, California 91367 ("Secured Party"), with reference to the following facts:

RECITALS:

A. Pursuant to that certain Credit Agreement dated as of even date herewith, by and between Debtor and Secured Party (as at any time amended, supplemented or otherwise modified or restated, the "Credit Agreement"), Secured Party has agreed to provide certain credit facilities to Debtor.

B. Section 4.4(a) of the Credit Agreement requires, as a condition subsequent to the availability of such credit facilities, that Debtor enter into this Agreement and grant Secured Party a security interest in all of Debtor's current and future trademarks as herein provided.

NOW, THEREFORE, in order to induce Secured Party to provide such credit facilities to Debtor, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby represents, warrants, covenants and agrees as follows:

1. SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in:

A. All of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's domestic trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, and all reissues, extensions and renewals thereof, including those trademarks, terms, designs and applications described in Schedule A hereto (collectively, the "Trademarks");

B. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

C. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect to the Trademarks (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest granted by Debtor to Secured Party in this Agreement shall secure any and all present and future Obligations of Debtor to Secured Party under (and as defined in) the Credit Agreement (collectively, the "Secured Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Secured Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications, other than Collateral that is not material to Debtor's business. The Collateral is not subject to any lien, security interest, pledge, mortgage, hypothecation, material claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens (as such term is defined in the Credit Agreement).

B. Debtor will not assign, sell, transfer, grant a Lien upon or grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral that is material to Debtor's business without the prior written consent of Secured Party.

C. Debtor will, at Debtor's expense, perform all acts and execute all documents requested at any time by Secured Party in its commercially reasonable discretion to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other

disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under the Credit Agreement (an "Event of Default").

E. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party in its commercially reasonable discretion to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from the Lenders, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Secured Obligations secured hereby.

F. As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

G. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

H. Debtor will not permit any of the Trademarks to become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless Debtor, in the exercise of its reasonable business judgment, determines that such Trademark is not valuable or otherwise material to Debtor's business. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country as are necessary to maintain such application and registration of the Trademarks material to Debtor's business as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

J. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark material to Debtor's business or of any use by any

person of any other process or product which infringes upon any Trademark, in each case that is material to Debtor's business. If requested by Secured Party, Debtor, at Debtor's expense, shall take such action as Secured Party, in Secured Party's commercially reasonable discretion, may deem reasonably advisable for the protection of Secured Party's interest in and to the Trademarks.

K. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Credit Agreement, which right may be exercised by Secured Party not more frequently than once per year prior to the occurrence and continuation of an Event of Default and only during Debtor's regular business hours.

4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Credit Agreement or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder.

A. Secured Party may make use of any Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor, provided that Secured Party may not alter or modify any of the Trademarks.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days' prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured

Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel, and other reasonable expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to the Secured Obligations as set forth in the Credit Agreement. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Credit Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof, and at times and under circumstances reasonably convenient to Debtor.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Credit Agreement, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any

overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the addresses set forth in the introduction to this Agreement.

C. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

D. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

E. The security interest granted to Secured Party hereunder shall terminate upon termination of the Credit Agreement and indefeasible payment in full to the Secured Party of all Secured Obligations (other than contingent indemnification obligations).

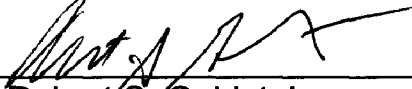
F. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA. DEBTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF LOS ANGELES IN THE STATE OF CALIFORNIA, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. DEBTOR AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE SUCH COUNTY IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SUCH COURTS.

G. This Agreement hereby incorporates any alternative dispute resolution agreement previously, concurrently or hereafter executed by Debtor and Bank.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement by their respective duly authorized officers as of the date first above written.

"Debtor"


FUTURE GRAPHICS, LLC

By: 

Robert S. Goldstein
President and Chief Executive Officer

"Secured Party"

UNION BANK OF CALIFORNIA, N.A.

By: 

John C. Kase
Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.:

KNOW ALL MEN BY THESE PRESENTS, Future Graphics, LLC, a California limited liability company ("Debtor"), hereby appoints and constitutes Union Bank of California, N.A., a national banking association ("Secured Party"), and each officer thereof, Debtor's true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney is made pursuant to a Trademark Security Agreement of even date herewith between Debtor and Secured Party (as amended or supplemented, the "Security Agreement") and may not be revoked until indefeasible payment in full of all of the "Secured Obligations" referred to in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an "Event of Default", as defined in the Security Agreement.

Dated as of May 24, 2004

"Debtor"

FUTURE GRAPHICS, LLC

By: 
Robert S. Goldstein
President and Chief Executive Officer

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT DATED MAY 24, 2004
FUTURE GRAPHICS, LLC TRADEMARK REGISTRATIONS**



Trademark	Country	Registration Number	Registration Date	Serial Number	Filing Date	Goods +/or Services	Next Action Due	FS Docket Number	Estimated Cost
FUTURE GRAPHICS	Austria	154,786	100C1994	AM1500/94	03MR1994		Renewal due between 31OC2003 and 31OC2004 *	FTGZ 5 00004 AT	
	Australia	624,835	23OC1995	624,835	11MR1994		Renewal due between 11MR2010 and 11MR2011	FTGZ 5 00004 AU	
		624,837	27MR1996	624,837	11MR1994	Services related to recycling and re-manufacturing of printer cartridges, including in particular, laser printer cartridges, and other laser printer products for ink and toner based printers and copiers in Class 40	Renewal due between 11MR2013 and 11MR2014	FTGZ 5 00004 AU	
	Benelux	555,852	25MR1994	824,474	25MR1994	Inks and toners for ink and toner based photocopiers; toner cartridges for photocopiers in Class 2	Renewal due between 25SE2003 and 25MR2004 *	FTGZ 5 00004 BN	
	Canada	TMR 475,434	29AP1997	75,019	23MR1994	Cartridges and parts thereof for ink based printers; inks for printers in Class 16 The collecting of cartridges for the purpose of recycling and remanufacturing thereof in Class 39	Renewal due between 29AP2011 and 29AP2010	FTGZ 5 00004 CA	
	Chile			635,905	301A2004		Pending application *	FTSZ 5 00004 CL	
	China	798,271	14DE1995	798,271	14DE1995		Renewal due between 13DE2004 and 13DE2005 *	FTGZ 5 00004 CN	
		809,819	21JA1996	809,819	21JA1996		Renewal due between 21JA2005 and 21JA2006	FTGZ 5 00004 CN	

Trademark	Country	Registration Number	Registration Date	Serial Number	Filing Date	Goods +/or Services	Next Action Due	FS Docket Number	Estimated Cost
	Czech Republic	191266	26MR1997	118395	25MR1994	Class 2	Renewal due between 25MR2003 and 25MR2004 *	FTGZ 5 00004 CZ CI.2	
		191265	26MR1997		25MR1994	Class 9	Renewal due between 25MR2003 and 25MR2004 *	FTGZ 5 00004 CZ CI.9	
		198,255	26MR1997		25MR1994	Classes 37 & 40	Renewal due between 25MR2003 and 25MR2004 *	FTGZ 5 00004 CZ CI.37/40	
	Denmark	5260/1996	20SE1996	2020-944	16MR1994		Renewal due between 20MR2006 and 20SE2006	FTGZ 5 00004 DK	
	Finland	139,501	21AU1995	1560/94	28MR1994		Renewal due between 21AU2004 and 21AU2005 *	FTGZ 5 00004 FI	
		139,502	21AU1995	1561/94	28MR1994		Renewal due between 21AU2004 and 21AU2005 *	FTGZ 5 00004 FI	
	France	94 512,583	24MR1994	94 512,583	24MR1994	Chemicals for photography and reproduction in Class 1. Maintenance and repair of cartridges for photocopiers and laser printers in Class 37	Renewal due between 24MR2003 and 24MR2004 *	FTGZ 5 00004 FR	
	Greece	118395	19AU1997	118395	28MR1994	Classes 2, 9, 40	Renewal due between 28MR2003 and 28MR2004 *	FTGZ 5 00004 GR	
	Hong Kong	01779	26FE1996	94 03518	28MR1994		Renewal due between 28MR2014 and 28MR2015	FTGZ 5 00004 HK	
	Hungary	144,717	21MR1997	M9401650	28MR1994		Renewal due between 28MR2003 and 28MR2004 *	FTGZ 5 00004 HU	
	Ireland	161,547	28SE1993	1881/94	10MR1994		Renewal due between 27SE2009 and 27SE1010	FTGZ 5 00004 IE	
		161,391	10MR1994	1156/94	10MR1994		Renewal due between 09MR2010 and 09MR2011	FTGZ 5 00004 IE	

Trademark	Country	Registration Number	Registration Date	Serial Number	Filing Date	Goods +/or Services	Next Action Due	FS Docket Number	Estimated Cost
	Israel	91,673	14MR1994	91,673	14MR1994		Renewal due between 13MR2014 and 13MR2015	FTGZ 5 00004 IL	
		91,674	14MR1994	91,674	14MR1994		Renewal due between 13MR2014 and 13MR2015	FTGZ 5 00004 IL	
		91,675	14MR1994	91,675	14MR1994		Renewal due between 13MR2014 and 13MR2015	FTGZ 5 00004 IL	
	Italy	687,392		RM94C0012 72	25MR1994	Toner for cartridges for ink and toner-based printers in Class 2; Cartridges and components for ink and toner-based printers in Class 9; and Collection, recycling and remanufacturing of cartridges for ink and toner-based printers in Class 40.	Renewal due between 25MR2003 and 25MR2004 *	FTGZ 5 00004 IT	
	Korea	27,795	14JL1995	2380-1994	25MR1994		Renewal due between 15JL2004 and 15JL2005 *	FTGZ 5 00004 KO	
		28,706	22SE1995	2379-1994	25MR1994		Renewal due between 22AP2004 and 22AP2005 *	FTGZ 5 00004 KO	
	Mexico	474,789	26SE1994	194752	28MR1994	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists, including ink and toner-based used in printers and copiers in Class 2	Renewal due between 28MR2013 and 28MR2014	FTGZ 5 00004 MX	

Trademark	Country	Registration Number	Registration Date	Serial Number	Filing Date	Goods +/-or Services	Next Action Due	FS Docket Number	Estimated Cost
		474,790	26SE1994	194753	28MR1994	Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers; recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers; calculating machines, data processing equipment and computers; fire extinguishing apparatus; including printers and copiers as well as parts and fittings hereof in Class 9	Renewal due between 28MR2013 and 28MR2014	FTGZ 5 00004 MX	
		474,791	26SE1994	194754	28MR1994	Manufacturing, remanufacturing (recycling) and selling of printer cartridges and other printer products for printers and copiers in Class 40	Renewal due between 28MR2013 and 28MR2014	FTGZ 5 00004 MX	
	Norway	171,967	11AP1996	94-1698	21MR1994		Renewal due between 11AP2005 and 11AP2006	FTGZ 5 00004 NO	
	Poland	967/99	30JE1997	2/1311440	28MR1994		Renewal due between 25MR2003 and 25MR2004 *	FTGZ 5 00004 PL	
	Portugal	*299,117	08SE1995	299,117	25MR1994	Class 40	Renewal due between 08SE2004 and 08SE2005 *	FTGZ 5 00004 PT	
		*299,118	08SE1995	299,118	25MR1994	Class 2	Renewal due between 08SE2004 and 08SE2005 *	FTGZ 5 00004 PT	

Trademark	Country	Registration Number	Registration Date	Serial Number	Filing Date	Goods +/- Services	Next Action Due	FS Docket Number	Estimated Cost
	Russia	132,605	28MR1994	94009971	28MR1994		Renewal due between 28MR2003 and 28MR2004 *	FTGZ 5 00004 RU	
	Slovak Republic	180631		P0200689-94	25MR1994	Class 2	Renewal due between 25MR2003 and 25MR2004 *	FTGZ 5 00004 RS CI.2	
		180630		P0200699-94	25MR1994	Class 40	Renewal due between 25MR2003 and 25MR2004 *	FTGZ 5 00004 RS CI.2	
		180629		P0200690-94	25MR1994	Class 9	Renewal due between 25MR2003 and 25MR2004 *	FTGZ 5 00004 RS CI.40	
	Spain	1,811,570	05OC1995	1811.570	24MR1994	Class 2	Renewal due between 24MR2003 and 24MR2004 *	FTGZ 5 00004 ES CI.9	
		1,811,571	05OC1995	1811.571	24MR1994	Class 9	Renewal due between 24MR2003 and 24MR2004 *	FTGZ 5 00004 ES CI.9	
		1,811,572	05OC1995	1811.572	24MR1994	Class 40	Renewal due between 24MR2003 and 24MR2004 *	FTGZ 5 00004 ES CI.40	
	Sweden	306,092	24NO1995	94 02645	11MR1994		Renewal due between 24NO2004 and 24NO2005 *	FTGZ 5 00004 SE	
	Switzerland	421,262	14MR1996	2080-1994.3	24MR1994	Treatment of materials, including collecting of cartridges containing ink for ink-based printers and parts thereof and cartridges containing toner for toner-based printers and parts thereof for recycling and remanufacturing purposes of the aforementioned printer cartridges; recycling and remanufacturing of the aforementioned printer cartridges in Class 40	Renewal due between 24MR2003 and 24MR2004 *	FTGZ 5 00004 SW	

Trademark	Country	Registration Number	Registration Date	Serial Number	Filing Date	Goods +/-or Services	Next Action Due	PS Docket Number	Estimated Cost
	United Kingdom	1,566,786	24MR1994				Renewal due between 24MR2010 and 24MR2011	FTGZ 5 00004 GB	
	United States	1,881,749	07MR1995	74/441,177	28SE1993	Toner for cartridges for in and toner based printers in Class 2	Renewal due between 07MR2004 and 07MR2005 *	FTGZ 5 00003	
	Benelux	556,014	25MR1994	824,473	25MR1994	Inks and toners for ink and toner based photocopiers; toner cartridges for photocopiers in Class 2 Cartridges and parts thereof for ink based printers; inks for printers in Class 16 The collecting of cartridges for the purpose of recycling and remanufacturing thereof in Class 39	Renewal due between 25SE2003 and 25MR2004 *	FTGZ 5 00002 BN	
	Taiwan	67,0015	16MR1995	83024853	28MR1994		Renewal due between 15FE2004 and 15FE2005 *	FTGZ 5 00002 TW	
	Taiwan	68,3984	16AU1995	83053527	OC1994		Renewal due between 15IL2004 and 15IL2005 *	FTGZ 5 00002 TW	
	Chile			(635,916)	(11MA2004)		Pending application *	FTGZ 5 00064 CL	

* Items requiring action in next 12 months.

* Items in process.

* Registration expired per instructions of prior owner. New application can be filed.

* Owned by Future Graphics LLC

All trademarks licensed under agreement with Nu-kote International, Inc.

SCHEDULE B to
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

NCNE