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FORM PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101321292

Tab settings

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

1. Name of conveying party(ies): **Checkpoint Systems, Inc.**

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

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

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other Guarantee and Collateral Agreement

Execution Date: December 9, 1999

2. Name and address of receiving party(ies):

Name: First Union National Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 301 South College Street

City: Charlotte State: NC ZIP: 28288

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other national banking association

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

(Designation must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **See Continuation of Item 4**

B. Trademark Registration No.(s) **See Continuation of Item 4**

Additional numbers attached?  Yes  No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

\_\_\_\_\_

Street Address: 425 Lexington Avenue

\_\_\_\_\_

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41): ..... \$ 1,090.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.*

Kristopher E. Ahrend, Esq.

Name of Person Signing

Signature

3/16/00

Date

04/14/2000 DNGUYEN 00000369 1471242

Total number of pages comprising cover sheet: 111

01 FC:481  
02 FC:482

40.00 DP  
1050.00 DP

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

**TRADEMARK**  
**REEL: 002051 FRAME: 0856**

**CONTINUATION OF ITEM 4****Trademark Registration Numbers/Application Numbers:**

TITLE	REG. NO.	APP. NO.
CHECKLINK	1,471,242	
CHECKPOINT	845,517	
CHECKPOINT	844,752	
COUNTERPOINT	1,448,234	
THRESHOLD	1,545,229	
VIEWPOINT	1,769,205	
QS3000 PLUS	1,816,375	
CONDOR	1,820,522	
MIRAGE SG	1,841,256	
PROXTAG	1,849,123	
CHEKINK	1,839,282	
ELECTRONIC SIGNATURES	1,489,147	
SIGNATURE	1,462,648	
CHECK/SERV	1,477,096	
CHECK/LIST	1,477,097	
ALPHA	1,503,720	
MIRAGE	1,564,238	
IMPULSE	1,798,232	
QS2000	1,673,295	
ENVISION	2,073,044	
CHEKMATE	2,076,833	
SIGHTLINE	2,141,299	
COUNTERPOINT	2,042,345	
FREEZE FRAME	2,168,869	
THRESHOLD 95	2,165,211	
DESIGN ONLY	2,119,592	

TITLE	REG. NO.	APP. NO.
PILLAR	2,272,089	
CLARITY CONCEPT	2,242,604	
RF EAS/ID		75/071,244
COMPREHENSIVE TAG PROGRAM		75/303,675
CHEKLINK		75/393,040
STRATA		75/507,752
PILLAR FRAME		75/507,755
ADD/RF		75/507,751
BAGSCAN		75/509,166
INNOVISION		75/528,366
MAXITAG		75/528,288
CIRCULATION CIRCUIT		75/530,426
INTELLIGENT LIBRARY SYSTEM		75/530,428
PERFORMA		75/620,430
EASYWEAR		75/647,831
INTELLIGENT MATERIALS MANAGEMENT		75/676,517
CHECKPOINT		75/733,366

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GUARANTEE AND COLLATERAL AGREEMENT

made by

CHECKPOINT SYSTEMS, INC.

and certain of its Subsidiaries

in favor of

FIRST UNION NATIONAL BANK,  
as Administrative Agent

Dated as of December 9, 1999.

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**SCHEDULES**

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## GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of December 9, 1999, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of FIRST UNION NATIONAL BANK, as Administrative Agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), dated as of October 27, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CHECKPOINT SYSTEMS, INC., (the "Borrower"), the Lenders and the Administrative Agent.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

## SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender (or, in the case of any Lender Hedge Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit, any Lender Hedge Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.



**“Copyright Licenses”**: any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

**“Deposit Account”**: as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

**“Foreign Subsidiary”**: any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

**“Foreign Subsidiary Voting Stock”**: the voting Capital Stock of any Foreign Subsidiary.

**“General Intangibles”**: all “general intangibles” as such term is defined in Section 9-106 of the New York UCC and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

**“Guarantor Obligations”**: with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

**"Guarantors"**: the collective reference to each Grantor other than the Borrower.

**"Intellectual Property"**: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

**"Intercompany Note"**: any promissory note evidencing loans made by any Grantor to the Borrower or any of its Subsidiaries.

**"Investment Property"**: the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

**"Issuers"**: the collective reference to each issuer of any Investment Property.

**"Lender Hedge Agreements"**: all interest rate swaps, caps or collar agreements or similar arrangements entered into by the Borrower with any Lender (or any Affiliate of any Lender) providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies, in each case to the extent permitted by the terms of the Credit Agreement to be entered into by the Borrower.

**"New York UCC"**: the Uniform Commercial Code as from time to time in effect in the State of New York.

**"Obligations"**: (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

**"Patents"**: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

**"Patent License"**: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

**"Pledged Notes"**: all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

**"Pledged Stock"**: the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; **provided** that in no event shall more than 66% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder.

**"Proceeds"**: all "proceeds" as such term is defined in Section 9-306(1) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

**"Receivable"**: any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

**"Securities Act"**: the Securities Act of 1933, as amended.

**"Trademarks"**: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

**"Trademark License"**: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

1.2 Other Definitional Provisions. (a) The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

## SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, absolutely, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until, subject to reinstatement pursuant to Section 2.6, all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until, subject to reinstatement pursuant to Section 2.6, the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure,

perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

**2.5 Guarantee Absolute and Unconditional.** Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower, any Guarantor or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

**2.6 Reinstatement.** The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or

reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in the applicable currency in which the related underlying obligation is denominated, at the office of the Administrative Agent located at First Union National Bank, 301 South College Street, Charlotte, NC 28288.

### SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, for the ratable benefit of the Lenders, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all other property not otherwise described above;
- (l) all books and records pertaining to the Collateral; and

(m) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

#### SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for unrecorded Liens permitted by the Credit Agreement which have priority over the Liens on the Collateral by operation of law.

4.3 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.4 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.5 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.6 Investment Property. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if



less, 65% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer: provided that the number of shares of Capital Stock of Checkpoint Systems Japan Co., Ltd. pledged hereunder shall be 65% of the aggregate amount of voting Capital Stock owned by the relevant Grantor.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing; and no obligor with respect to any Pledged Note has any defense, offset or counterclaim with respect to payment of such Pledged Note.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.7 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) Other than as described on Schedule 4.7(b), none of the obligors on any Receivables is a Governmental Authority.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.8 Intellectual Property. (a) Schedule 6 lists all Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any

Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Intellectual Property.

## SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) insuring such Grantor, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory and Equipment, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Administrative Agent and the Lenders.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

(c) The Borrower shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with each delivery of the Borrower's audited annual financial statements and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

5.3 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes,

assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

5.5 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5;

(ii) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.3; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.6 Notices. Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.7 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting

the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Investment Property issued by it.

5.8 Receivables. (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.9 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual

Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

## SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications. At any time and from time to time, upon the Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the

Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Administrative Agent may determine, and (ii) any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and



all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds held in any Collateral Account in payment of the Obligations in such order as the Administrative Agent may elect (ratably on the obligations owed to each Lender), and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Administrative Agent to the Borrower or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or

agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at any public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

**6.7 Registration Rights.** (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all

amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred.

6.8 Waiver: Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

## SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full

irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (A) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (E) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (F) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (G) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent

or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (H) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due ABR Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

**7.2 Duty of Administrative Agent.** The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to

any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

## SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 11.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 11.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise

have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 11.5 of the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent or, in the case of the Borrower, in accordance with Section 11.1 of the Credit Agreement.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such

Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement or any other Loan Document or otherwise, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section 8.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings and Table of Contents used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

**8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;



(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

**8.13 Acknowledgments.** Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

**8.14 Additional Grantors.** Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 7.10 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

**8.15 Releases.** (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations shall have been indefeasibly paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all

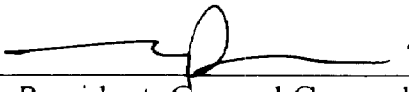
rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

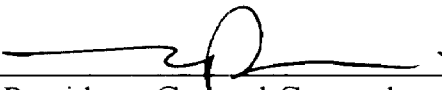
**8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

CHECKPOINT SYSTEMS, INC.

By:   
Title: Vice President, General Counsel and  
Secretary

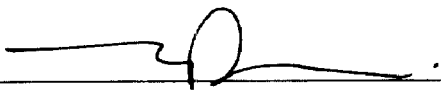
CHECKPOINT SYSTEMS OF PUERTO RICO,  
INC.

By:   
Title: Vice President, General Counsel and  
Secretary

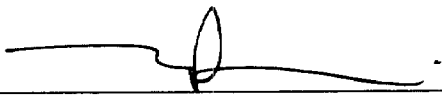
CHECKPOINT CARRIBEAN, INC.

By:   
Title: Corporate Secretary

CHECKPOINT SECURITY SYSTEMS GROUP,  
INC.

By:   
Title: Assistant Secretary

ELECTRONIC SIGNATURES INC.

By:   
Title: Vice President, General Counsel and  
Secretary

## SCHEDULE 1

### Notice Addresses of Guarantors

1. Checkpoint Systems of Puerto Rico, Inc.  
Sabanetas Industrial Park  
Route 2, The Autopista  
Ponce, PR 00732
2. Checkpoint Caribbean, Inc.  
Manzana C Edificio 3  
Apartado Postal No. 30-C  
Zona Franca Industrial, La Vega  
Republica Dominicana
3. Electronic Signatures Inc.  
1105 North Market Street, Ste. 1300  
Wilmington, DE 19899
4. Checkpoint Security Systems Group, Inc.  
6640 Shady Oak Lane, Suite 300  
Eden Prairie, MN 55344

**SCHEDULE 2**

**Description of Investment Property**

**Pledged Notes**

<b>LENDER</b>	<b>BORROWER</b>	<b>AMOUNT</b>	<b>INTEREST RATE</b>	<b>TYPE</b>	<b>DATES</b>
Electronic Signatures Inc.	Checkpoint Systems Norge	\$3,500,000	6%	Revolving Line of Credit	Entered into: 1/20/98 Expires: 3/29/2001
Checkpoint Systems, Inc.	Checkpoint Manufacturing Japan Co., Ltd.	JPY 3,600,000,000	1.5%	Revolving Line of Credit	Entered into: 2/2/98 Expires: 12/24/2002
Electronic Signatures Inc.	Checkpoint de Mexico, S.A. de C.V.	\$3,500,000	6%	Revolving Line of Credit	Entered into: 1/20/98 Expires: 3/29/2001
Checkpoint Systems, Inc.	Checkpoint Systems U.K. Limited	\$4,500,000	6%	Revolving Line of Credit	Entered into: 1/20/98 Expires: 3/29/2001
Electronic Signatures Inc. *	Mercatec Sistemas-Comercio de Equipamentos Electronicos Ltda. (now Checkpoint do Brasil Ltda.)	\$1,000,000	10% free of Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 3/6/96
Electronic Signatures Inc. *	Mercatec Sistemas-Comercio de Equipamentos Electronicos Ltda. (now Checkpoint do Brasil Ltda.)	\$750,000	10% free of Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 5/16/96
Electronic Signatures Inc. *	Mercatec Sistemas-Comercio de Equipamentos Electronicos Ltda. (now Checkpoint do Brasil Ltda.)	\$500,000	10% free of Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 7/8/96
Electronic Signatures Inc. *	Mercatec Sistemas-Comercio de Equipamentos Electronicos Ltda. (now Checkpoint do Brasil Ltda.)	\$1,000,000	12% less Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 8/14/96
Electronic Signatures Inc. *	Mercatec Sistemas-Comercio de Equipamentos Electronicos Ltda. (now Checkpoint do Brasil Ltda.)	\$500,000	12% less Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 11/18/96
Electronic Signatures Inc. *	Mercatec Sistemas-Comercio de Equipamentos Electronicos Ltda. (now Checkpoint do Brasil Ltda.)	\$250,000	12% less Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 5/30/97
Electronic Signatures Inc. *	Mercatec Sistemas-Comercio de Equipamentos Electronicos Ltda. (now Checkpoint do Brasil Ltda.)	\$500,000	12% less Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 8/15/97
Electronic Signatures Inc. *	Checkpoint do Brasil Ltda.	\$300,000	12% less Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 10/31/97

**TRADEMARK**

**REEL: 002051 FRAME: 0892**

Electronic Signatures Inc.*	Checkpoint do Brasil Ltda.	\$350,000	12% less Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 7/28/98
Electronic Signatures Inc.*	Checkpoint do Brasil Ltda.	\$700,000	12% less Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 10/30/98
Electronic Signatures Inc.*	Checkpoint do Brasil Ltda.	\$400,000	12% less Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 12/7/98

Electronic Signatures Inc.*	Checkpoint do Brasil Ltda.	\$250,000	12% less Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 2/22/99
Electronic Signatures Inc.*	Checkpoint do Brasil Ltda.	\$150,000	12% less Brazilian withholding income tax	Payable in 4 installments at the end of the 7 <sup>th</sup> - 10 <sup>th</sup> year from date of disbursement.	Installment loan agreement dated: 6/4/99
Electronic Signatures Inc.*	Checkpoint do Brasil Ltda.	\$250,000	12% less Brazilian withholding income tax	Payable in 2 installments at the end of the 3 <sup>rd</sup> year from date of disbursement.	Installment loan agreement dated: 7/9/99
Checkpoint Systems, Inc.	Checkpoint Systems Australia Pty Limited	AUD 7,000,000 (Australian dollars)	6%	Revolving Line of Credit	Entered into: 1/20/98 Expires: 3/29/01
Electronic Signatures Inc.	Checkpoint Systems Australia Pty Limited	\$1,500,000	6%	Revolving Line of Credit	Entered into: 1/20/98 Expires: 3/29/01
Checkpoint Systems, Inc.	Checkpoint Europe N.V.	BEF 1,000,000,000	6%	Revolving Credit Note 9	Entered into: 10/28/97 payable on November 1, 199
Checkpoint Systems, Inc.	Checkpoint Systems Danmark APS	10,000,000 Danish Kroner	6%	Revolving Line of Credit	Entered into: 1/20/98 Expires: 3/29/01
Electronic Signatures Inc.	Checkpoint Portugal - Sistemas Anti-Furto, S.A.	PTE 15,000,000 Portuguese Escudias	6%	Revolving Line of Credit	Entered into: 1/1/98 Expires: 1/1/01

\* Loan was extended under Brazilian Law 4131.

**Inter-company Guarantees**

<b>GUARANTOR</b>	<b>SUBSIDIARY'S DEBT GUARANTEED</b>	<b>GUARANTY RUNS TO</b>	<b>AMOUNT GUARANTEED</b>	<b>DATES</b>
Checkpoint Systems, Inc. <sup>1</sup>	Checkpoint Systems Japan Co., Ltd.	Mitsubishi Trust and Banking Corporation	Loans up to JPY 250,000,000	Terminates 3/31/2000 (Termination will not release guarantor of liabilities existing at date of termination.)
Checkpoint Systems, Inc.	Checkpoint Systems Japan Co., Ltd.	The Bank of Tokyo-Mitsubishi, Ltd.	Maximum amount guaranteed: JPY 500,000,000	3/18/99; term of this guaranty is one year
Checkpoint Systems, Inc. <sup>2</sup>	Checkpoint Systems Deutschland GmbH	Any creditor	All debts	Signed 2/3/99; guaranty will run as long as Checkpoint Systems, Inc. is the indirect shareholder
Checkpoint Systems, Inc. <sup>3</sup>	Checkpoint Systems Australia Pty Limited	NEC Australia Pty. Ltd.	Lease terms not provided	
Checkpoint Systems, Inc. <sup>4</sup>	Checkpoint Systems Australia Pty Limited	Beckmar Proprietary Ltd.	Year 1: \$140,000 Year 2: \$150,000 Year 3: Adjust to greater of CPI or 4% Year 4: Adjust to greater of CPI or 4% Option: Market Adjustment	Lease Commencement: 9/15/98

<sup>1</sup> Guaranty governed by laws of Japan.

<sup>2</sup> This declaration shall be governed and construed in accordance with German law.

<sup>3</sup> This guaranty is in regard to a four year operating lease.

<sup>4</sup> This guaranty relates to a four year lease which has an option to renew for another four years.



**Pledged Stock**

Issuer	Shareholder	Certificate/Class/#	Percentage of Issued Shares Pledged
Checkpoint Systems Vermögensverwaltungs und Beteiligungs AG	Electronic Signatures Inc.	Collective Share Cert. #1-32,500, Common Stock, 32,500 shares	65
Checkpoint Systems of Puerto Rico, Inc.	Checkpoint Systems, Inc.	Cert. # 1, Common Stock, 10,000 shares	100
Checkpoint Caribbean, Inc.	Checkpoint Systems, Inc.	Cert. # 1, Common Stock, 1,000 shares	100
Electronic Signatures Inc.	Checkpoint Systems, Inc.	Cert. # 1, Common Stock, 1,000 shares	100
Checkpoint FSC, Inc.	Checkpoint Systems, Inc.	Cert. # 2, Common Stock, 650 shares	65
Checkpoint Security Systems Group, Inc.	Checkpoint Systems, Inc.	Cert. # 109, Common Stock, 900 shares	100
Checkpoint Canada, Inc.	Electronic Signatures Inc.	Cert. # 1, Common Stock, 406,900 shares	65
Checkpoint Holland Holding, B.V.	Electronic Signatures Inc.	No certificates issued under Dutch law.	65
Actron Group Limited (U.K.)	Electronic Signatures Inc.	Cert. # 6, Ordinary Shares, 3,250,625 shares	65
Checkpoint de Mexico, S.A. de C.V.	Electronic Signatures Inc.	Cert. # 1-B, Series B, 2,957,500 shares	65
Checkpoint Systems, S.A. (Argentina)	Electronic Signatures Inc.	Cert. #1, Common Stock, 13,150 shares	65
Checkpoint Systems Australia Pty Limited	Electronic Signatures Inc.	Cert. # 6, Ordinary Shares, 5,265,000 shares	65
Checkpoint Manufacturing Japan Co., Ltd.	Checkpoint Systems, Inc.	Cert. # 3, Common Stock, 195 shares	65
Checkpoint Systems Japan Co., Ltd.	Checkpoint Systems, Inc.	Cert. #3, Common Stock, 35,100 shares	52

### SCHEDULE 3

#### List of Filings and Other Actions Required to Perfect Lender's Security Interest

1. Financing Statements shall be filed in the following jurisdictions as follows:

<u>Debtor</u>	<u>Jurisdiction</u>
Checkpoint Systems, Inc.	1. Pennsylvania Secretary of State 2. New Jersey Secretary of State 3. Gloucester County New Jersey County Clerk 1 North Broad Street Woodbury, NJ 08096
Checkpoint Security Systems Group, Inc.	1. Minnesota Secretary of State 2. Hennepin County, Minnesota Recorder of Deeds 300 S. 6 <sup>th</sup> Street 8A Government Center Minneapolis, MN 55487
Checkpoint Systems of Puerto Rico, Inc.	1. Puerto Rico Secretary of State 2. Delaware Secretary of State 3. Ponce, Puerto Rico 1 <sup>st</sup> Section (Wards 1-6) P.O. Box 1988 Ponce, PR 00733
Electronic Signatures Inc.	1. Delaware Secretary of State
Checkpoint Caribbean, Inc.	1. Delaware Secretary of State

2. Also see list of Patents, Trademarks and applications therefor (Schedule 6), for which assignments will be filed with the United States Patent and Trademark Office.
3. Stock Certificates – Certificates representing the Pledged Stock shall be delivered to the Administrative Agent at closing.

## **SCHEDULE 4.7(b)**

### **Receivables from Government Authorities**

Checkpoint Systems, Inc. and/or one or more of its subsidiaries provides products to United States federal libraries, and such sales are made on an individual purchase order basis.

Doc. #237479 v.02

**TRADEMARK**  
**REEL: 002051 FRAME: 0898**

## SCHEDULE 4

### Jurisdiction of Organization and the Chief Executive Office of Each Grantor

<b>Grantor</b>	<b>Jurisdiction of Organization</b>	<b>Chief Executive Office</b>
Checkpoint Systems, Inc.	Delaware	101 Wolf Drive Thorofare, NJ08086
Checkpoint Systems of Puerto Rico, Inc.	Delaware	Sabanetas Industrial Park Route 2, The Autopista Ponce, PR 00732
Checkpoint Caribbean, Inc.	Delaware	Manzana C Edificio 3 Apartado Postal No. 30-C Zona Franca Industrial, La Vega Republica Dominicana
Electronic Signatures Inc.	Delaware	1105 North Market Street, Ste. 1300 Wilmington, DE 19899
Checkpoint Security Systems Group, Inc.	Minnesota	6640 Shady Oak Lane Suite 300 Eden Prairie, MN 55344

Doc. #237479 v.02

TRADEMARK  
REEL: 002051 FRAME: 0899

## SCHEDULE 5

### Location of Inventory and Equipment

<b>Grantor</b>	<b>Locations</b>
Checkpoint Systems, Inc. 101 Wolf Drive Thorofare, NJ 08086  550 Grove Road Thorofare, NJ 08086	
Checkpoint Systems of Puerto Rico, Inc.	Sabanetas Industrial Park Route 2, The Autopista Lot Nos. 27, 28, 29 and 30 Ponce, Puerto Rico 00732
Checkpoint Security Systems Group, Inc.	6640 Shady Oak Lane, Suite 300 Eden Prairie, MN 55344
Checkpoint Caribbean, Inc.	Manzana C Edificio 3 Apartado Postal No. 30-C Zona Franca Industrial, La Vega Republica Dominicana

Pat No. Grant Dt  
 ---  
 4692747 09/08/1987  
 TITLE: ARTICLE SECURITY SYSTEM

4720701 01/19/1988  
 TITLE: SYSTEM WITH ENHANCED SIGNAL DETECTION AND DISCRIMINATION  
 WITH SATURABLE MAGNETIC MARKER

4831363 05/16/1989  
 TITLE: ARTICLE SECURITY SYSTEM

4835524 05/30/1989  
 TITLE: ARTICLE SECURITY SYSTEM

5059951 10/22/1991  
 TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND  
 EAS

5081445 01/14/1992  
 TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN  
 EAS SYSTEM & TAGS OR LABELS USEFUL IN CONNECTION THEREWITH

5081446 01/14/1992  
 TITLE: SECURITY TAG FOR COMPACT DISC STORAGE CONTAINER

5103210 04/07/1992  
 TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN  
 ELECTRONIC SECURITY SYSTEM

5142270 08/25/1992  
 TITLE: STABILIZED RESONANT TAG CIRCUIT AND DEACTIVATOR

5142292 08/25/1992  
 TITLE: COPLANAR MULTIPLE LOOP ANTENNA FOR ELECTRONIC ARTICLE  
 SURVEILLANCE SYSTEMS

5182544 01/26/1993  
 TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION

5241299 08/31/1993  
 TITLE: STABILIZED RESONANT TAG CIRCUIT

5276431 01/04/1994  
 TITLE: SECURITY TAG FOR USE W/ARTICLE HAVING INHERENT  
 CAPACITANCE

5373301 12/13/1994  
 TITLE: TRANSMIT AND RECEIVE ANTENNA HAVING ANGLED CROSSOVER  
 ELEMENTS

TRADEMARK

MASTER FILE REPORT  
PCMASTER REPORTER  
ISSUED PATENTS FOR CHECKPOINT SYSTEMS

Pat No.	Grant Dt	
5510769	04/23/1996	TITLE: MULTIPLE FREQUENCY TAG
5510770	04/23/1996	TITLE: SURFACE DEACTIVATEABLE TAG
5574431	11/12/1996	TITLE: DEACTIVATEABLE SECURITY TAG
5602556	02/11/1997	TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA
5708419	01/13/1998	TITLE: MEHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN ULTRAFLEXIBLE SUBSTRATE
5745036	04/28/1998	TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA
5754110	05/19/1998	TITLE: SECURITY TAG AND MANUFACTURING METHOD
5841350	11/24/1998	TITLE: ELECTRONIC SECURITY TAG USEFULIN ELECTRONIC ARTICLE IDENTIFICATION AND SURVEILLANCE SYSTEM
5861809	01/19/1999	TITLE: DEACTIVATEABLE RESONANT CIRCUIT
5877728	03/02/1999	TITLE: MULTIPLE LOOP ANTENNA
5883582	03/16/1999	TITLE: ANTICOLLISION PROTOCOL FOR READING MULTIPLE RFID TAGS
5914692	06/22/1999	TITLE: MULTIPLE LOOP ANTENNA
5926093	07/20/1999	TITLE: DRIVE CIRCUIT FOR REACTIVE LOADS
5955950	09/21/1999	TITLE: LOW NOISE OSCILLATOR IN RFID SYSTEM FOR DETECTING LOW POWER RESONANT TAGS

TRADEMARK

REEL: 002051 FRAME: 0902

Pat No. Grant Dt

5959531 09/28/1999

TITLE: OPTICAL INTERFACE BETWEEN RECEIVER AND TAG RESPONSE  
SIGNAL ANALYZER RFID SYSTEM FOR DETECTING LOW POWER  
RESONANT TAGS

5963134 10/05/1999

TITLE: INVENTORY SYSTEM USING ARTICLES WITH RFID TAGS

D294234 02/16/1988

TITLE: ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

D305308 01/02/1990

TITLE: ELECTRONIC ARTICLE SURVEILLANCE SENSING SCREEN  
FOR A THEFT DETECTION SYSTEM

D307400 04/24/1990

TITLE: ELECTRONIC ARTICLE SURVEILLANCE ANTENNA STRUCTURE

D318247 07/16/1992

TITLE: QS2000-AN ELEC. ARTICLE SURVEILLANCE ANTENNA FOR A  
THEFT DETECTION SYSTEM



PCMASTER REPORTER  
 PENDING PATENT APPLICATIONS FOR CHECKPOINT SYSTEMS

## MASTER FILE REPORT

App No	App Date	Title
035027	03/05/1998	APPARATUS FOR MAGNETICALLY DECOUPLING AN RFID TAG
084519	03/05/1998	ANTENNA FOR ALARM SYSTEM
090659	06/04/1998	SYSTEM FOR VERIFYING ATTACHMENT OF AN EAS MARKER TO AN ARTICLE AFTER TAGGING
185775	11/04/1998	RFID TAG HAVING PARALLEL RESONANT CIRCUIT FOR MAGNETICALLY DECOUPLING TAG FROM ITS ENVIRONMENT
187300	11/04/1998	ROTATING FIELD ANTENNA WITH A MAGNETICALLY COUPLED QUADRATURE LOOP
209172	12/10/1998	RESONANT TAG WITH A CONDUCTIVE COMPOSITION CLOSING AN ELECTRICAL CIRCUIT
315452	05/20/1999	RESONANT CIRCUIT DETECTION, MEASUREMENT AND DEACTIVATION SYSTEM EMPLOYING A NUMERICALLY CONTROLLED OSCILLATOR
374655	08/16/1999	ELECTRONIC ARTICLE SECURITY SYSTEM EMPLOYING VARIABLE TIME SHIFTS
384601	08/27/1999	INVENTORY SYSTEM USING ARTICLES WITH RFID TAGS
900266	07/25/1997	RFID TAGS WHICH ARE ELECTRONICALLY, PHYSICALLY OR VIRTUALLY ACTIVATED AND/OR DEACTIVATED AND APPARATUS AND METHODS OF USING SAME IN AN ELECTRONIC SECURITY SYSTEM

TRADEMARK

REEL: 002051 FRAME: 0904

PCMASTER REPORTER  
TRADEMARK PROPERTY REPORT FOR OCTOBER 99

MASTER FILE REPORT

Country	Trademark	Docket No. Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
United States	CHEKLINK	07963020 REGISTERED	621148	09/22/1986	1471242	01/05/1988	01/05/2008
CLASSES: IN 9						RENEWAL DU	01/05/2008
GOODS:							

ACTIONS DUE: RENEWAL DU

SECURITY EQUIPMENT- ELECTRONIC TAGS AND LABELS FOR USE IN  
PROTECTING ARTICLES AGAINST THEFT OR OTHER UNDESIRABLE  
REMOVAL

OWNER: CHECKPOINT SYSTEMS, INC.  
 \*\*\*\*\*  
 United States CHECKPOINT  
 CLASSES: IN 9  
 GOODS:

AGENT: 07963021 REGISTERED 273970  
 06/15/1967 845817 03/12/1968 03/12/2008  
 ACTIONS DUE: RENEWAL DU 03/12/2008

ELECTRONIC PROTECTION EQUIPMENT T-APPARATUS FOR DETECTING  
ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES

OWNER: CHECKPOINT SYSTEMS, INC.  
 \*\*\*\*\*  
 United States CHECKPOINT  
 CLASSES: IN 9  
 GOODS:

AGENT: 07963021 REGISTERED 274691  
 06/26/1967 844752 02/20/1968 02/20/2008  
 ACTIONS DUE: RENEWAL DU 02/20/2008

SECURITY SERVICES-PREVENTING THE UNAUTHORIZED REMOVAL OF  
MATERIALS FROM RESTRICTED AREA

OWNER: CHECKPOINT SYSTEMS, INC.  
 \*\*\*\*\*  
 United States COUNTERPOINT  
 CLASSES: IN 9  
 GOODS:

AGENT: 07963022 REGISTERED 603620  
 06/11/1986 1448234 07/21/1987 07/21/2007  
 ACTIONS DUE: RENEWAL DU 07/21/2007

RADIO FREQUENCY TRANSMITTER AND RECEIVER APPARATUS FOR  
ELECTRONICALLY DEACTIVATING ARTICLES-PROTECTION SECURITY

OWNER: CHECKPOINT SYSTEMS, INC.  
 \*\*\*\*\*  
 United States THRESHOLD  
 CLASSES: IN 9  
 GOODS:

AGENT: 07963023 REGISTERED 756211  
 10/05/1988 1545229 06/27/1989 06/27/2009  
 ACTIONS DUE: RENEWAL DU 06/27/2009

ELECTRONIC ACCESS CONTROL SYSTEM COMPRISING ENCODED CARDS,  
CARD READERS, COMPUTER-OPERATED RECORDERS AND CONTROLLERS &  
COMPUTER PROGRAMS FOR ABOVE

OWNER: CHECKPOINT SYSTEMS, INC.  
 \*\*\*\*\*  
 TRADEMARK  
 AGENT: 07963023 REGISTERED 756211  
 10/05/1988 1545229 06/27/1989 06/27/2009  
 ACTIONS DUE: RENEWAL DU 06/27/2009

PCMASTER REPORTER  
TRADEMARK PROPERTY REPORT FOR OCTOBER 99

MASTER FILE REPORT

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Curr Reg No	Cur Reg Dt	Expires
United States	VIEWPOINT	07963036	REGISTERED	255392	03/13/1992	1769205	05/04/1993	05/04/2003
CLASSES: IN 9							SECTION 86	05/04/2002

ACTIONS DUE:

ELECTRONIC SURVEILLANCE SYSTEM 8 CONSISTING OF AUDIO &

VIDEO RECORDING DEVICES AND COMPUTER SOFTWARE

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT: CHECKPOINT SYSTEMS, INC.

United States Q83000 PLUS

CLASSES: IN 9

GOODS:

06/10/1992	1816375	01/11/1994	01/11/2004
ACTIONS DUE: SEC. 8615			

ANTENNAS FOR ELECTRONIC SURVEILLANCE SYSTEMS

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT: CHECKPOINT SYSTEMS, INC.

United States CONDOOR

CLASSES: IN 9

GOODS:

10/23/1992	1820522	02/08/1994	02/08/2004
ACTIONS DUE: SEC. 8615			

ANTENNA SYSTEM FOR SURVEILLANCE

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT: CHECKPOINT SYSTEMS, INC.

United States MIRAGE 8G

CLASSES: IN 9

GOODS:

01/25/1993	1841256	06/21/1994	06/21/2004
ACTIONS DUE: SEC. 8615			

ELECTRONIC ACCESS CONTROL EQUIPMENT - ENCODED CARDS & CARD

READERS

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT: CHECKPOINT SYSTEMS, INC.

United States FRONTAG

CLASSES: IN 9

GOODS:

02/24/1993	1849123	08/09/1994	08/09/2004
ACTIONS DUE: SEC. 8615			

IDENTIFICATION TAGS FOR ELECTRONIC ACCESS CONTROL SYSTEMS

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT: CHECKPOINT SYSTEMS, INC.

United States CHECKINK

CLASSES: IN 9

GOODS:

07/26/1993	1839282	06/14/1994	06/14/2004
ACTIONS DUE: SEC. 8615			

TAGS CONTAINING A SUBSTANCE THAT STAINS FOR ATTACHMENT TO

MERCHANDISE TO DETERMINE AND DETECT SHOPLIFTING

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT: CHECKPOINT SYSTEMS, INC.

United States

CLASSES: IN 9

GOODS:

06/14/1994	06/14/1994	06/14/2004	06/14/2000
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TRADEMARK

PCMASTER REPORTER  
TRADEMARK PROPERTY REPORT FOR OCTOBER 99

MASTER FILE REPORT

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
United States	ELECTRONIC SIGNATURES	07963063	REGISTERED	681742	08/31/1987	1489147	05/24/1988	05/24/2008
CLASSES: IN 9								
GOODS:								

ACTIONS DUE: RENEWAL DU

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ACTIONS DUE: RENEWAL DU

ELECTRONIC PROTECTION AND IDENTIFICATION EQUIPMENT

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT:

United States	SIGNATURE	07963064	REGISTERED	652901	04/03/1987	1462648	10/27/1987	10/27/2007
CLASSES: IN 9								
GOODS:								

ACTIONS DUE: RENEWAL DU

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APPARATUS FOR ELECTRONICALLY DETECTING THE PRESENCE OF

SECUR TAGS

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT:

United States	CHECK/SERV	07963065	REGISTERED	667067	06/19/1987	1477096	02/16/1988	02/16/2008
CLASSES: IN 37								
GOODS:								

ACTIONS DUE: RENEWAL DU

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ACTIONS DUE: RENEWAL DU

SERVICING AND MAINTAINING ELECTRONIC EQUIPMENT,  
SPECIFICALLY EQUIP. FOR DETECTING THE UNAUT HORIZED REMOVAL

OR UTILIZATION OF ARTICLES

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT:

United States	CHECK/LIST	07963066	REGISTERED	667314	06/19/1987	1477097	02/16/1988	02/16/2008
CLASSES: IN 37								
GOODS:								

ACTIONS DUE: RENEWAL DU

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SERVICING AND MAINTAINING ELECTRONIC EQUIPMENT,  
SPECIFICALLY EQUIP. FOR DETECTING THE UNAUT HORIZED REMOVAL

OR UTILIZATION OF ARTICLES

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT:

United States	ALPHA	07963068	REGISTERED	707231	01/25/1988	1503720	09/13/1988	09/13/2008
CLASSES: IN 9								
GOODS:								

ACTIONS DUE: RENEWAL DU

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ELECTRONIC ARTICLE SURVEILLANCE EQUIPMENT

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT:

United States	MIRAGE	07963081	REGISTERED	756996	10/11/1988	1564238	11/07/1989	11/07/2009
CLASSES: IN 9								
GOODS:								

ACTIONS DUE: RENEWAL DU

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ACTIONS DUE: RENEWAL DU

ELECTRONIC ACCESS CONTROL EQUIPMENT - ENCODED CARDS AND

CARD READER

OWNER: CHECKPOINT SYSTEMS, INC.

AGENT:

United States								
CLASSES: IN 9								
GOODS:								

ACTIONS DUE: RENEWAL DU

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PCMASTER REPORTER  
TRADEMARK PROPERTY REPORT FOR OCTOBER 99

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
United States	INFULSE	07963082	REGISTERED	112212	11/05/1990	1798232	10/12/1993	10/12/2003
CLASSES:	IN 40						SEC. 8615	10/12/1999

GOODS:  
 PLACING ANTI-THEFT UNITS IN PRODUCTS AND PACKAGING AT THE POINT OF MANUFACTURE OR PACKAGING FOR SECURITY PURPOSES  
 OWNER: CHECKPOINT SYSTEMS, INC.  
 AGENT: 07963083 REGISTERED 112210 11/05/1990 1673295 01/28/1992 01/28/2002  
 United States QS2000  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: SECTION 86

ELECTRONIC ARTICLE SURVEILLANCE EQUIPMENT  
 OWNER: CHECKPOINT SYSTEMS, INC.  
 AGENT: 07963096 REGISTERED 671929 05/09/1995 2073044 06/24/1997 06/24/2007  
 United States ENVISION  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: SEC. 8615

SECURITY SYSTEMS - A COMPUTER BASED VIDEO IMAGING WORK STATION COMPRISING A PERSONAL COMPUTER, VIDEO CAPTURE BOARD, CAMERA AND SOFTWARE USED FOR CAPTURING, CREATING, STORING & DISPLAYING VIDEO IMAGES OF PERSONS AND PROPERTY  
 OWNER: CHECKPOINT SYSTEMS, INC.  
 AGENT: 07963102 REGISTERED 731313 09/19/1995 2076833 07/08/1997 07/08/2007  
 United States CHECKMATE (STYLED)  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: SEC. 8615

MICROWAVE ANTI-THEFT SECURITY TAGS FOR THE APPAREL INDUSTRY  
 OWNER: CHECKPOINT SYSTEMS, INC.  
 AGENT: 07963105 REGISTERED 014294 11/03/1995 2141299 03/03/1998 03/03/2008  
 United States SIGHTLINE  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: SEC. 8615

VIDEO TEXT INSERTER  
 OWNER: CHECKPOINT SYSTEMS, INC.  
 AGENT: 07963110 REGISTERED 651211 03/24/1995 2042345 03/04/1997 03/04/2007  
 United States COUNTERPOINT  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: SEC. 8615

COMPUTER SOFTWARE & ASSOCIATED MANUALS SOLD AS A UNIT FOR USE IN INVENTORY MANAGEMENT & POINT-OF-SALE APPLICATIONS  
 OWNER: CHECKPOINT SYSTEMS, INC.  
 AGENT: 07963110 REGISTERED 651211 03/24/1995 2042345 03/04/1997 03/04/2007  
 United States COUNTERPOINT  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: SEC. 8615

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TRADEMARK PROPERTY REPORT FOR OCTOBER 99

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Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
United States	FREZE FRAME	07963174	REGISTERED	120509	06/17/1996	2168869	06/30/1998	06/30/2008
CLASSES:	IN	9					SEC. 8615	06/30/2004
GOODS:								

CONCEALED CAMERA DEVICE FOR SECURITY PURPOSES

AGENT: \*\*\*\*\*

OWNER: CHECKPOINT SYSTEMS, INC. \*\*\*\*\*

07963187 REGISTERED 189981 10/30/1996 2165211 06/16/1998 06/16/2008

United States THRESHOLD 95

CLASSES: IN 9

GOODS:

COMPUTER SOFTWARE HAVING A GRA PHICAL USER INTERFACE USED IN CONNECTION WITH AN ELECTRONIC ACCESS CONTROL & ALARM SYSTEM

AGENT: \*\*\*\*\*

OWNER: CHECKPOINT SYSTEMS, INC. \*\*\*\*\*

07963190 REGISTERED 197809 11/14/1996 2119592 12/09/1997 12/09/2007

United States CHECK DESIGN

CLASSES: IN 9

GOODS:

RF (RADIO FREQUENCY) SECURITY TAGS

AGENT: \*\*\*\*\*

OWNER: CHECKPOINT SYSTEMS, INC. \*\*\*\*\*

07963285 REGISTERED 75/507750 06/22/1998 2272089 08/24/1999 08/24/2009

United States PILLAR

CLASSES: IN 9

GOODS:

ANTENNAS FOR ELECTRONIC PLATO RM FOR SURVEILLANCE SYSTEMS

AGENT: \*\*\*\*\*

OWNER: CHECKPOINT SYSTEMS, INC. \*\*\*\*\*

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TRADEMARK APPLICATIONS OF CHECKPOINT SYSTEMS

10/18/1999 15 56 PAGE: 1

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
United States	RF EAS/ID	07963116	FILED	071244	03/07/1996			
GOODS:	IN	9			ACTIONS DUE: INTENT TO OWN: CHECKPOINT SYSTEMS, INC.			

SYSTEM FOR SECURITY & IDENTIFICATION OF ARTICLES COMPRISING TAGS, LABELS & TARGETS & HARDWARE, - READERS, SENSORS, AND MONITORS

AGENT:

06/05/1997

ACTIONS DUE:

OWNER: CHECKPOINT SYSTEMS, INC.

FINANCING PROGRAM FOR SECURITY EQUIPMENT

United States	CHEMLINK	07963210	FILED	393040	11/19/1997			
GOODS:	IN	9			ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.			

AGENT:

11/19/1997

ACTIONS DUE:

OWNER: CHECKPOINT SYSTEMS, INC.

COMPUTERIZED IDENTIFICATION SYSTEM COMPOSED OF MAGNETIC CODED CARDS, CARD READERS & COMPUTER HARDWARE & SOFTWARE USED TO VERIFY IDENTIFICATION

United States	STRATA	07963284	FILED	507752	06/22/1998			
GOODS:	IN	9			ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.			

AGENT:

06/22/1998

ACTIONS DUE:

OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS

United States	PILLAR FRAME	07963286	FILED	507755	06/22/1998			
GOODS:	IN	9			ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.			

AGENT:

06/22/1998

ACTIONS DUE:

OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS

United States	ADD/RF	07963287	FILED	507751	06/22/1998			
GOODS:	IN	9			ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.			

AGENT:

06/22/1998

ACTIONS DUE:

OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS

TRADEMARK APPLICATIONS OF CHECKPOINT SYSTEMS

Country	Trademark	Docket No.	Status	Application No	Cur App Dc	Cur Reg No	Cur Reg Dc	Expires
United States	BAGSCAN	07963288	FILED	509166	06/26/1998			
GOODS: IN 9								
SECURITY IMAGING DEVICES, NAME LY METAL DETECTORS								
AGENT:								
United States	INNOVISION	07963291	FILED	528366	07/30/1998			
CLASSSES: IN 9								
GOODS:								
VIDEO TELESURVEILLANCE SYSTEMS COMPRISING AUDIO AND VIDEO RECORDING DEVICES AND COMPUTER SOFTWARE FOR USE THEREWITH								
AGENT:								

United States **MARKTAG** 07963292 FILED 528288 07/30/1998

CLASSSES: IN 9

GOODS:

RF (RADIO FREQUENCY) HARD TAGS

AGENT:

United States **CIRCULATION CIRCUIT** 07963293 FILED 530426 08/04/1998

CLASSSES: IN 9

GOODS:

RF (RADIO FREQUENCY) SECURITY TAGS

AGENT:

United States **INTELLIGENT LIBRARY SYSTEM** 07963294 FILED 530428 08/04/1998

CLASSSES: IN 9

GOODS:

SECURITY EQUIPMENT, NAMELY RAD TO FREQUENCY TRANSMITTERS AND RECEIVERS, TAGS & TARGETS FOR USE IN MONITORING PHYSICAL ASSETS IN LIBRARIES

AGENT:

United States **PERFORMA** 07963302 FILED 75/620430 01/13/1999

CLASSSES: IN 9

GOODS:

SECURITY EQUIPMENT, NAMELY RAD TO FREQUENCY TRANSMITTERS AND RECEIVERS, TAGS & TARGETS FOR USE IN MONITORING PHYSICAL ASSETS IN LIBRARIES

AGENT:

SECURITY EQUIPMENT, NAMELY RAD TO FREQUENCY TRANSMITTERS AND RECEIVERS, TAGS & TARGETS FOR USE IN MONITORING PHYSICAL ASSETS IN LIBRARIES



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TRADEMARK APPLICATIONS OF CHECKPOINT SYSTEMS

Country	Trademark	Doclet No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
United States	EASYSWEAR	07963305	FILED	647831	02/25/1999			
GOODS:								

ACTIONS DUE: INTENT TO OWNERS: CHECKPOINT SYSTEMS, INC.

ELECTRONIC ARTICLE SURVEILLANCE DEVICES FOR THEFT PREVENTION, NAMELY INTEGRATED GARMENT LABELS

AGENT:

United States	INTELLIGENT MATERIALS	07963308	FILED	676517	04/07/1999			
GOODS:								

ACTIONS DUE: INTENT TO OWNERS: CHECKPOINT SYSTEMS, INC. AGENT:

COMPUTER HARDWARE AND COMPUTER SOFTWARE FOR LIBRARY SECURITY SYSTEMS

AGENT:

United States	CHECKPOINT	07963311	FILED	75/733366	06/21/1999			
GOODS:								

ACTIONS DUE: OWNERS: CHECKPOINT SYSTEMS, INC. AGENT: SENSORS, TAGS AND DEACTIVATORS; ELECTRONIC ACCESS CONTROL SYSTEMS AND COMPONENT THEREOF, NAMELY ENCODED CARDS, CARD READERS, COMPUTER-OPERATED RE

TRADEMARK

REEL: 002051 FRAME: 0912

**COPYRIGHT REGISTRATIONS**

**ATTACHMENT E**

Registration No.: TS3009590  
Date of Registration: March 9, 1999  
Subject: Textual Work – Target, Tags and Labels

**TRADEMARK  
REEL: 002051 FRAME: 0913**

**ATTACHMENT F**

**PENDING U.S. COPYRIGHT REGISTRATIONS**

**NONE**

**TRADEMARK  
REEL: 002051 FRAME: 0914**

MASTER FILE REPORT

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FOREIGN PATENT REPORT FOR CHECKPOINT SYSTEMS

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AI INVENTOR

Country	Pat No.	Grant Dt
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Argentina	244012	09/30/1993
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

Australia	638589	11/09/1993
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

Belgium	EP0463233	12/12/1990
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

European Patent Conv	EP0463233	12/12/1990
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

France	EP0463233	12/12/1990
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

Great Britain	EP0463233	12/12/1990
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

Germany	DE 69011512	12/12/1990
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

Italy	EP0463233	12/12/1990
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

Korea South	218814	06/11/1999
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

Netherlands	EP0463233	11/09/1994
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

Spain	EP0463233	12/12/1990
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM		

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Country Pat No. Grant Dt

European Patent Conv EP0550443 03/22/1995  
TITLE: SECURITY TAG FOR COMPACT DISC STORAGE CONTAINER

France EP0550443 05/29/1991  
TITLE: SECURITY TAG FOR COMPACT DISC STORAGE CONTAINER

Great Britain EP0550443 05/29/1991  
TITLE: SECURITY TAG FOR COMPACT DISC STORAGE CONTAINER

Germany DE69108398T2 05/29/1991  
TITLE: SECURITY TAG FOR COMPACT DISC STORAGE CONTAINER

Australia 8946308 03/25/1993  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND  
ELECTRONIC ARTICLE SURVEILLANCE

Austria 141705 08/21/1996  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND  
ELECTRONIC ARTICLE SURVEILLANCE

Canada 2002897 06/23/1998  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND  
ELECTRONIC ARTICLE SURVEILLANCE

European Patent Conv EP0407506 08/21/1996  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND  
ELECTRONIC ARTICLE SURVEILLANCE

France EP0407506 08/21/1996  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND  
ELECTRONIC ARTICLE SURVEILLANCE

Germany 68927003 08/21/1996  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND  
ELECTRONIC ARTICLE SURVEILLANCE

Hong Kong 9700293 03/21/1997  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND  
ELECTRONIC ARTICLE SURVEILLANCE

Italy EP0407506 08/21/1996  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND  
ELECTRONIC ARTICLE SURVEILLANCE

Country Pat No.

Grant Dt

Japan 2843437 10/23/1998  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND ELECTRONIC ARTICLE SURVEILLANCE

Korea South 147079 05/14/1998  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND ELECTRONIC ARTICLE SURVEILLANCE

Mexico 18347 08/31/1993  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND EAS

Switzerland EP0407506 08/21/1996  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND ELECTRONIC ARTICLE SURVEILLANCE

Australia 637418 10/06/1993  
TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS OR LABELS USEFUL IN CONNECTION THEREWITH

Belgium EP0541544B1 05/06/1999  
TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS OR LABELS USEFUL IN CONNECTION THEREWITH

Canada 2064191 12/24/1996  
TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS OR LABELS USEFUL IN CONNECTION THEREWITH

Denmark EP0541544B1 05/06/1999  
TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS OR LABELS USEFUL IN CONNECTION THEREWITH

European Patent Conv EP0541544 05/06/1999  
TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS OR LABELS USEFUL IN CONNECTION THEREWITH

Country Pat No. Grant Dt  
 -----  
 France EP0541544 05/06/1999  
 TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN  
 ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS  
 OR LABELS USEFUL IN CONNECTION THEREWITH

Great Britain EP0541544 05/06/1999  
 TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN  
 ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS  
 OR LABELS USEFUL IN CONNECTION THEREWITH

Germany 69033093.6-08 05/06/1999  
 TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN  
 ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS  
 OR LABELS USEFUL IN CONNECTION THEREWITH

Japan 172100 10/22/1998  
 TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN  
 ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS  
 OR LABELS USEFUL IN CONNECTION THEREWITH

Korea South 172100 10/22/1998  
 TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN  
 ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS  
 OR LABELS USEFUL IN CONNECTION THEREWITH

Netherlands EP0541544 05/06/1999  
 TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN  
 ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS  
 OR LABELS USEFUL IN CONNECTION THEREWITH

Spain EP0541544 05/06/1999  
 TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN  
 ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS  
 OR LABELS USEFUL IN CONNECTION THEREWITH

Sweden 90915373.6 05/06/1999  
 TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN  
 ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS  
 OR LABELS USEFUL IN CONNECTION THEREWITH

Switzerland EP0541544 05/06/1999  
 TITLE: METHOD FOR TAGGING ARTICLES USED IN CONJUNCTION WITH AN  
 ELECTRONIC ARTICLE SURVEILLANCE SYSTEM, AND TAGS  
 OR LABELS USEFUL IN CONNECTION THEREWITH

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Country	Pat No.	Grant Dc
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Argentina	246630	08/31/1994
TITLE: STABILIZED RESONANT TAG CIRCUIT AND DEACTIVATOR		
Australia	655645	05/18/1992
TITLE: STABILIZED RESONANT TAG CIRCUIT AND DEACTIVATOR		
Canada	2103355	10/06/1998
TITLE: STABILIZED RESONANT TAG CIRCUIT AND DEACTIVATOR		
Australia	656437	10/19/1992
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		
Belgium	EP0609368B1	02/24/1999
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		
Denmark	EP0609368B1	02/24/1999
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		
European Patent Conv	EP0609368	02/24/1999
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		
France	EP0609368B1	02/24/1999
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		
Great Britain	EP0609368	02/24/1999
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		
Germany	69228483.4-08	02/24/1999
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		
Ireland	EP0609368B1	02/24/1999
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		
Netherlands	EP0609368B1	02/24/1999
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		
Spain	EP0609368B1	02/24/1999
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		
Sweden	EP0609368B1	02/24/1999
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION		



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FOREIGN PATENT REPORT FOR CHECKPOINT SYSTEMS

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Country Pat No. Grant Dt

Switzerland EP0609368B1 02/24/1999  
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION

Australia 678419 11/16/1993  
TITLE: TRANSMIT AND RECEIVE ANTENNA HAVING ANGLED CROSSOVER ELEMENTS

European Patent Conv EP0677210 10/13/1999  
TITLE: TRANSMIT AND RECEIVE ANTENNA HAVING ANGLED CROSSOVER ELEMENTS

Ireland 70081 10/08/1996  
TITLE: TRANSMIT AND RECEIVE ANTENNA HAVING ANGLED CROSSOVER ELEMENTS

New Zealand 250238 10/09/1996  
TITLE: TRANSMIT AND RECEIVE ANTENNA HAVING ANGLED CROSSOVER ELEMENTS

Argentina 251549 02/11/1998  
TITLE: MULTIPLE FREQUENCY TAG

Australia 681171 04/08/1994  
TITLE: MULTIPLE FREQUENCY TAG

South Africa 94/2475 04/11/1994  
TITLE: MULTIPLE FREQUENCY TAG

Taiwan 69779 05/23/1995  
TITLE: MULTIPLE FREQUENCY TAG

Australia 694881 06/03/1996  
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA

Taiwan 87852 10/30/1997  
TITLE: DEACTIVATEABLE SECURITY TAG

Canada 1280188 02/12/1991  
TITLE: ARTICLE SECURITY SYSTEM

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Country	Pat No.	Grant Dt
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France	0273938	08/26/1992
TITLE: ANTENNA FOR ALARM SYSTEM		

Germany	3790378	11/30/1995
TITLE: ANTENNA FOR ALARM SYSTEM		

Mexico	166672	01/27/1993
TITLE: ANTENNA FOR ALARM SYSTEM		

Spain	2004801	02/01/1989
TITLE: ANTENNA FOR ALARM SYSTEM		

Sweden	0273938	08/26/1992
TITLE: ANTENNA FOR ALARM SYSTEM		

Switzerland	671109	07/31/1989
TITLE: ANTENNA FOR ALARM SYSTEM		

Great Britain	2073018	03/05/1998
TITLE: ANTENNA, FOR EXAMPLE AN ELECTRONIC ARTICLE SURVEILLANCE ANTENNA FOR A THEFT DETECTION SYSTEM		

International Regist	DM043296	03/05/1998
TITLE: ANTENNA FOR ALARM SYSTEM		

Switzerland	124988	03/11/1998
TITLE: ANTENNA FOR ALARM SYSTEM		

New Zealand	328217	07/01/1997
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN ULTRAFLEXIBLE SUBSTRATE		

Taiwan	98094	10/11/1998
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN ULTRAFLEXIBLE SUBSTRATE		

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Country App No App Date  
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Canada 2064001 05/29/1991  
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM

Finland 920695 05/29/1991  
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM

Japan 3-511223 05/29/1991  
TITLE: ACTIVATABLE/DEACTIVABLE SECURITY TAG FOR USE WITH AN ELECTRONIC SECURITY SYSTEM

Denmark 901693 11/10/1989  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND ELECTRONIC ARTICLE SURVEILLANCE

Finland 903463 11/10/1989  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND ELECTRONIC ARTICLE SURVEILLANCE

Norway 903102 11/10/1989  
TITLE: METHOD AND APPARATUS FOR INTEGRATED DATA CAPTURE AND ELECTRONIC ARTICLE SURVEILLANCE

European Patent Conv 96120857.6 10/04/1990  
TITLE: TAGS OR LABELS USEFUL IN CONNECTION WITH AN ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

Finland 920847 10/04/1990  
TITLE: TAGS OR LABELS USEFUL IN CONNECTION WITH AN ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

European Patent Conv 92911931.1 05/18/1992  
TITLE: STABILIZED RESONANT TAG CIRCUIT AND DEACTIVATOR

Finland 935118 05/18/1992  
TITLE: STABILIZED RESONANT TAG CIRCUIT AND DEACTIVATOR

Japan HEI5-500271 05/18/1992  
TITLE: STABILIZED RESONANT TAG CIRCUIT AND DEACTIVATOR

Canada 2121802 10/19/1992  
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION

Finland 941892 10/19/1992  
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION

Japan 5-507868 10/19/1992  
TITLE: SECURITY TAG WITH ELECTROSTATIC PROTECTION

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Country	App No	App Date
Argentina	327111	01/04/1994
TITLE: TRANSMIT AND RECEIVE ANTENNA HAVING ANGLED CROSSOVER ELEMENTS		
Canada	2153041	11/16/1993
TITLE: TRANSMIT AND RECEIVE ANTENNA HAVING ANGLED CROSSOVER ELEMENTS		
Japan	06-515980	11/16/1993
TITLE: TRANSMIT AND RECEIVE ANTENNA HAVING ANGLED CROSSOVER ELEMENTS		
Canada	2169751	04/08/1994
TITLE: MULTIPLE FREQUENCY TAG		
European Patent Conv	94921169.2	04/08/1994
TITLE: MULTIPLE FREQUENCY TAG		
Japan	07-506925	04/08/1994
TITLE: MULTIPLE FREQUENCY TAG		
Korea South	96-700809	04/08/1994
TITLE: MULTIPLE FREQUENCY TAG		
Patent Cooperation T	PCT/US94/03864	04/08/1994
TITLE: MULTIPLE FREQUENCY TAG		
Argentina	P960103014	06/06/1996
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA		
Brazil	PI9606422-6	06/03/1996
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA		
Canada	2196686	06/03/1996
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA		
China P.R.	96190580.8	06/03/1996
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA		
European Patent Conv	96917009.1	06/03/1996
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA		
Israel	120039	06/03/1996
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA		
Japan	HEI9-501050	06/03/1996
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA		

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 FOREIGN PENDING PATENT APPLICATION REPORT FOR CHECKPOINT SYSTEMS

11/08/1999 10 41 PAGE: 3

Country	App No	App Date
Korea South	97-700641	06/03/1996
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA		
Mexico	970953	06/03/1996
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA		
Patent Cooperation T	PCT/US96/08450	06/03/1996
TITLE: TRANSMIT AND RECEIVE LOOP ANTENNA		
Argentina	P960104146	08/28/1996
TITLE: DEACTIVATEABLE SECURITY TAG		
Australia	60892/96	08/05/1996
TITLE: DEACTIVATEABLE SECURITY TAG		
Brazil	PI9603584-6	08/28/1996
TITLE: DEACTIVATEABLE SECURITY TAG		
Canada	2184135	08/26/1996
TITLE: DEACTIVATEABLE SECURITY TAG		
China P.R.	96109601.2	08/29/1996
TITLE: DEACTIVATEABLE SECURITY TAG		
European Patent Conv	96112682.8	08/06/1996
TITLE: DEACTIVATEABLE SECURITY TAG		
Japan	HE18-229003	08/29/1996
TITLE: DEACTIVATEABLE SECURITY TAG		
Korea South	96-38229	08/29/1996
TITLE: DEACTIVATEABLE SECURITY TAG		
Mexico	963728	07/28/1996
TITLE: DEACTIVATEABLE SECURITY TAG		
Argentina	P970100366	01/29/1997
TITLE: SECURITY TAG AND MANUFACTURING METHOD		
Australia	707913	01/15/1997
TITLE: SECURITY TAG AND MANUFACTURING METHOD		
Brazil	PI97012246	03/07/1997
TITLE: SECURITY TAG AND MANUFACTURING METHOD		
Canada	2199097	03/04/1997
TITLE: SECURITY TAG AND MANUFACTURING METHOD		

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FOREIGN PENDING PATENT APPLICATION REPORT FOR CHECKPOINT SYSTEMS

11/08/1999 10 41 PAGE:

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Country	App No	App Date
China P.R.	97100821.3	03/06/1997
TITLE: SECURITY TAG AND MANUFACTURING METHOD		
European Patent Conv	97102358.5	02/13/1997
TITLE: SECURITY TAG AND MANUFACTURING METHOD		
Israel	120038	01/20/1997
TITLE: SECURITY TAG AND MANUFACTURING METHOD		
Japan	HEI9-53253	03/07/1997
TITLE: SECURITY TAG AND MANUFACTURING METHOD		
Korea South	97-6917	03/03/1997
TITLE: SECURITY TAG AND MANUFACTURING METHOD		
Mexico	971722	03/06/1997
TITLE: SECURITY TAG AND MANUFACTURING METHOD		
Taiwan	85113117	10/28/1996
TITLE: SECURITY TAG AND MANUFACTURING METHOD		
Argentina	P990102536	05/28/1999
TITLE: MULTIPLE LOOP ANTENNA		
Australia	59096/98	01/12/1998
TITLE: MULTIPLE LOOP ANTENNA		
Brazil	PCT/US98/00310	01/12/1998
TITLE: MULTIPLE LOOP ANTENNA		
Canada	2276412	01/12/1998
TITLE: MULTIPLE LOOP ANTENNA		
China P.R.	98801830.6	01/12/1998
TITLE: MULTIPLE LOOP ANTENNA		
European Patent Conv	98902426.0	01/12/1998
TITLE: MULTIPLE LOOP ANTENNA		
Israel	130767	01/12/1998
TITLE: MULTIPLE LOOP ANTENNA		
Japan	PCT/US98/00310	01/12/1998
TITLE: MULTIPLE LOOP ANTENNA		
Korea South	10-1999-7006401	01/12/1998
TITLE: MULTIPLE LOOP ANTENNA		

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FOREIGN PENDING PATENT APPLICATION REPORT FOR CHECKPOINT SYSTEMS

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Country	App No	App Date
Mexico	996546	01/12/1998

TITLE: MULTIPLE LOOP ANTENNA

Patent Cooperation T PCT/US98/00310 01/12/1998

TITLE: MULTIPLE LOOP ANTENNA

Korea South 90-22579 12/27/1990

TITLE: ELECTRONIC ARTICLE SURVEILLANCE SYSTEM  
INCORPORATING AN AUXILIARY SENSOR

Patent Cooperation T PCT/US98/24182 11/12/1998

TITLE: MULTIPLE LOOP ANTENNA

Argentina P980104711 09/21/1998

TITLE: DEACTIVATEABLE RESONANT CIRCUIT

Patent Cooperation T PCT/US98/18840 09/10/1998

TITLE: DEACTIVATEABLE RESONANT CIRCUIT

Argentina P990103385 07/12/1999

TITLE: OPTICAL INTERFACE BETWEEN RECEIVER AND TAG RESPONSE  
SIGNAL ANALYZER RFID SYSTEM FOR DETECTING LOW POWER  
RESONANT TAGS

Taiwan 80112550 07/30/1999

TITLE: OPTICAL INTERFACE BETWEEN RECEIVER AND TAG RESPONSE  
SIGNAL ANALYZER RFID SYSTEM FOR DETECTING LOW POWER  
RESONANT TAGS

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Country	App No	App Date
Argentina	9980101315	03/23/1998
TITLE: APPARATUS FOR MAGNETICALLY DECOUPLING AN RFID TAG		
Australia	67036/98	03/16/1998
TITLE: APPARATUS FOR MAGNETICALLY DECOUPLING AN RFID TAG		
Canada	PCT/US98/05130	03/16/1998
TITLE: APPARATUS FOR MAGNETICALLY DECOUPLING AN RFID TAG		
China P.R.	PCT/US98/05130	03/16/1998
TITLE: APPARATUS FOR MAGNETICALLY DECOUPLING AN RFID TAG		
European Patent Conv	PCT/US98/05130	03/16/1998
TITLE: APPARATUS FOR MAGNETICALLY DECOUPLING AN RFID TAG		
Japan	PCT/US98/05130	03/16/1998
TITLE: APPARATUS FOR MAGNETICALLY DECOUPLING AN RFID TAG		
Korea South	PCT/US98/05130	03/16/1998
TITLE: APPARATUS FOR MAGNETICALLY DECOUPLING AN RFID TAG		
Mexico	PCT/US98/05130	03/16/1998
TITLE: APPARATUS FOR MAGNETICALLY DECOUPLING AN RFID TAG		
Patent Cooperation T	PCT/US98/05130	03/16/1998
TITLE: APPARATUS FOR MAGNETICALLY DECOUPLING AN RFID TAG		



Country	App No	App Date	Title
Argentina	P980100554	02/09/1998	TITLE: ANTICOLLISION PROTOCOL FOR READING MULTIPLE RFID TAGS
Australia	60316/98	01/22/1998	TITLE: ANTICOLLISION PROTOCOL FOR READING MULTIPLE RFID TAGS
Canada	2279458	01/22/1998	TITLE: ANTICOLLISION PROTOCOL FOR READING MULTIPLE RFID TAGS
China P.R.	PCT/US98/01020	01/22/1998	TITLE: ANTICOLLISION PROTOCOL FOR READING MULTIPLE RFID TAGS
Japan	HEI 10-534634	01/22/1998	TITLE: ANTICOLLISION PROTOCOL FOR READING MULTIPLE RFID TAGS
Korea South	10-1999-7007157	01/22/1998	TITLE: ANTICOLLISION PROTOCOL FOR READING MULTIPLE RFID TAGS
Mexico	997316	01/22/1998	TITLE: ANTICOLLISION PROTOCOL FOR READING MULTIPLE RFID TAGS
Patent Cooperation T	PCT/US98/01020	01/22/1998	TITLE: ANTICOLLISION PROTOCOL FOR READING MULTIPLE RFID TAGS
Taiwan	87106251	04/23/1998	TITLE: ANTICOLLISION PROTOCOL FOR READING MULTIPLE RFID TAGS
Argentina	P970104176	09/11/1997	TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA
Australia	40791/97	08/21/1997	TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA
Canada	2265907	08/21/1997	TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA
China P.R.	97197874.3	08/21/1997	TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA
European Patent Conv	PCT/US97/14687	08/21/1997	TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA

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Country	App No	App Date
Japan	HEI 10-513662	08/21/1997
TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA		
Korea South	10-1999-7002099	08/21/1997
TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA		
Mexico	992405	08/21/1997
TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA		
Patent Cooperation T	PCT/US97/14687	08/21/1997
TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA		
Taiwan	86113218	09/11/1997
TITLE: ELECTRONIC ARTICLE SECURITY SYSTEM FOR STORE WHICH USES INTELLIGENT SECURITY TAGS AND TRANSACTION DATA		
Argentina	P980103634	07/23/1998
TITLE: DRIVE CIRCUIT FOR REACTIVE LOADS		
Patent Cooperation T	PCT/US98/14576	07/15/1998
TITLE: DRIVE CIRCUIT FOR REACTIVE LOADS		
Taiwan	87112060	07/23/1998
TITLE: DRIVE CIRCUIT FOR REACTIVE LOADS		
Argentina	P70103099	07/11/1997
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN ULTRAFLEXIBLE SUBSTRATE		
Australia	24915/97	06/16/1997
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN ULTRAFLEXIBLE SUBSTRATE		
Canada	2210833	07/18/1997
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN ULTRAFLEXIBLE SUBSTRATE		
China P. R.	97111895.7	07/03/1997
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN ULTRAFLEXIBLE SUBSTRATE		
European Patent Conv	97112463.1	07/21/1997
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN ULTRAFLEXIBLE SUBSTRATE		

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Country App No App Date

Israel 121087 06/16/1997  
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN  
ULTRAFLEXIBLE SUBSTRATE

Japan HE19-195403 07/22/1997  
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN  
ULTRAFLEXIBLE SUBSTRATE

Korea South NOT YET RECEIVED 07/22/1997  
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN  
ULTRAFLEXIBLE SUBSTRATE

Mexico 975524 07/21/1997  
TITLE: METHOD OF WIRE BONDING AN INTEGRATED CIRCUIT TO AN  
ULTRAFLEXIBLE SUBSTRATE

Argentina P980103636 07/23/1998  
TITLE: INVENTORY SYSTEM USING ARTICLES WITH RFID TAGS

Patent Cooperation T PCT/US98/14637 07/15/1998  
TITLE: INVENTORY SYSTEM USING ARTICLES WITH RFID TAGS

Taiwan 87112154 07/24/1998  
TITLE: INVENTORY SYSTEM USING ARTICLES WITH RFID TAGS

Argentina P980103637 07/23/1998  
TITLE: RFID TAGS WHICH ARE ELECTRONICALLY, PHYSICALLY OR  
VIRTUALLY ACTIVATED AND/OR DEACTIVATED AND APPARATUS AND  
METHODS OF USING SAME IN AN ELECTRONIC SECURITY SYSTEM

Patent Cooperation T PCT/US98/14445 07/15/1998  
TITLE: RFID TAGS WHICH ARE ELECTRONICALLY, PHYSICALLY OR  
VIRTUALLY ACTIVATED AND/OR DEACTIVATED AND APPARATUS AND  
METHODS OF USING SAME IN AN ELECTRONIC SECURITY SYSTEM

Taiwan 87112156 07/24/1998  
TITLE: RFID TAGS WHICH ARE ELECTRONICALLY, PHYSICALLY OR  
VIRTUALLY ACTIVATED AND/OR DEACTIVATED AND APPARATUS AND  
METHODS OF USING SAME IN AN ELECTRONIC SECURITY SYSTEM

Argentina P990103386 07/12/1999  
TITLE: LOW NOISE OSCILLATOR IN RFID SYSTEM FOR DETECTING LOW POWER  
RESONANT TAGS

Patent Cooperation T PCT/US99/15884 07/13/1999  
TITLE: LOW NOISE SIGNAL GENERATOR ANDOPTICAL INTERFACE BETWEEN  
RECEIVER AND TAG RESPONSE SIGNAL ANALYZER IN RFID SYSTEM  
FOR DETECTING LOW POWER RESONANT TAGS

Taiwan 88112549 07/30/1999  
TITLE: LOW NOISE OSCILLATOR IN RFID SYSTEM FOR DETECTING LOW POWER  
RESONANT TAGS

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Country Trademark  
Australia ELECTRONIC ARTICLE  
07963013 REGISTERED 548571  
CLASSES: IN 42  
GOODS:

Cur App Dt Cur Reg No Cur Reg Dt Expires  
01/09/1991 A548571 01/09/1991 01/09/2008  
ACTIONS DUE: RENEWAL DU 01/09/2008  
OWNER: CHECKPOINT SYSTEMS, INC.

DEVELOPING ELECTRONIC SURVEILLANCE APPARATUS AND SYSTEMS  
FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST  
ARTICLES FOR OTHERS

Benelux ELECTRONIC ARTICLE  
07963013 REGISTERED 758060  
CLASSES: IN 37  
GOODS:

AGENT: G.R. CULLEN & COMPANY  
12/21/1990 492687 12/21/1990 12/21/2000  
ACTIONS DUE: RENEWAL DU 12/21/2000  
OWNER: CHECKPOINT SYSTEMS, INC.

DEVELOPING ELECTRONIC SURVEILLANCE APPARATUS AND SYSTEMS  
FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST  
ARTICLES FOR OTHERS

Canada ELECTRONIC ARTICLE  
07963013 REGISTERED 673309  
CLASSES: IN 00000  
GOODS:

AGENT: BUREAU GEVERS  
01/02/1991 422153 01/21/1994 01/21/2009  
ACTIONS DUE: RENEWAL DU 01/21/2009  
OWNER: CHECKPOINT SYSTEMS, INC.

DEVELOPING ELECTRONIC SURVEILLANCE APPARATUS AND SYSTEMS  
FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST  
ARTICLES FOR OTHERS

France ELECTRONIC ARTICLE  
07963013 REGISTERED 258630  
CLASSES: IN 35  
GOODS:

AGENT: Gowling & Henderson  
12/28/1990 1692358 12/28/1990 12/28/2000  
ACTIONS DUE: RENEWAL DU 12/27/2000  
OWNER: CHECKPOINT SYSTEMS, INC.

DEVELOPING ELECTRONIC SURVEILLANCE APPARATUS AND SYSTEMS  
FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST  
ARTICLES FOR OTHERS

Great Britain ELECTRONIC ARTICLE  
07963013 REGISTERED 1451647  
CLASSES: IN 42  
GOODS:

AGENT: NOVAMARK INTERNATIONAL  
10/23/1990 A1451647 10/23/1990 10/23/2007  
ACTIONS DUE: RENEWAL DU 10/23/2007  
OWNER: CHECKPOINT SYSTEMS, INC.

DEVELOPMENT OF ELECTRONIC SURVEILLANCE APPARATUS & SYSTEMS  
FOR DETECTING & LOCATING LOST & REMOVED ARTICLES

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Cur App Dc Curr Reg No Cur Reg Dc Expires  
01/18/1991 2050682 01/18/1991 01/31/2001

Country: Germany  
Docket No. Status Application No  
07963013 REGISTERED C41440/42M2

ACTIONS DUE: RENEWAL DU 01/31/2001  
OWNER: CHECKPOINT SYSTEMS, INC.

CLASSSES: IN 35  
GOODS: ELECTRONIC ARTICLE

DEVELOPING ELECTRONIC SURVEILLANCE APPARATUS AND SYSTEMS  
FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST  
ARTICLES FOR OTHERS

Italy  
CLASSSES: IN 35  
GOODS: ELECTRONIC ARTICLE

DEVELOPING ELECTRONIC SURVEILLANCE APPARATUS AND SYSTEMS  
FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST  
ARTICLES FOR OTHERS

Liechtenstein  
CLASSSES: IN 35  
GOODS: ELECTRONIC ARTICLE

DEVELOPING ELECTRONIC SURVEILLANCE APPARATUS AND SYSTEMS  
FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST  
ARTICLES FOR OTHERS

Monaco  
CLASSSES: IN 35  
GOODS: ELECTRONIC ARTICLE

DEVELOPING ELECTRONIC SURVEILLANCE APPARATUS AND SYSTEMS  
FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST  
ARTICLES FOR OTHERS

Norway  
CLASSSES: IN 35  
GOODS: ELECTRONIC ARTICLE

DEVELOPING ELECTRONIC SURVEILLANCE APPARATUS AND SYSTEMS  
FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST  
ARTICLES FOR OTHERS

AGENT: DIPL.-ING HELMUT KOEPELLE  
01/23/1991 620781 06/08/1994 01/23/2001  
ACTIONS DUE: RENEWAL DU 01/23/2001  
OWNER: CHECKPOINT SYSTEMS, INC.

AGENT: SOCIETA ITALIANA BREVETTI  
02/05/1991 8031 03/11/1991 02/05/2011  
ACTIONS DUE: RENEWAL DU 02/05/2011  
OWNER: CHECKPOINT SYSTEMS, INC.

AGENT: E. BLUM & CO  
01/10/1991 91.13636 04/02/1991 01/10/2001  
ACTIONS DUE: RENEWAL DU 01/10/2001  
OWNER: CHECKPOINT SYSTEMS, INC.

AGENT:  
02/04/1991 152911 10/22/1992 10/22/2002  
ACTIONS DUE: RENEWAL DU 10/22/2002  
OWNER: CHECKPOINT SYSTEMS, INC.

AGENT: BRUNS PATENTKONTOR

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Country	Portugal	Trademark	07963013	Registered	270846	Cur App Dt	01/24/1991	Cur Reg No	270846	Cur Reg Dt	02/08/1993	Expires	02/08/2003
Classes:	IN 42	Electronic Article				Actions Due:	Affidavit						
Goods:						Owner:	Checkpoint Systems, Inc.						

DEVELOPING ELECTRONIC SURVEILLANCE APPARATUS AND SYSTEMS FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES FOR OTHERS

United States	07963020	Registered	621148	Cur App Dt	09/22/1986	Cur Reg No	1471242	Cur Reg Dt	01/05/1988	Expires	01/05/2008
Classes:	IN 9	Checkpoint		Actions Due:	Renewal DU						
Goods:				Owner:	Checkpoint Systems, Inc.						

SECURITY EQUIPMENT- ELECTRONIC TAGS AND LABELS FOR USE IN PROTECTING ARTICLES AGAINST THEFT OR OTHER UNDESIRABLE REMOVAL

Banarlux	07963021	Registered	NONE	Cur App Dt	08/19/1981	Cur Reg No	376712	Cur Reg Dt	08/19/1981	Expires	08/19/2001
Classes:	IN 9	Checkpoint		Actions Due:	Renewal DU						
Goods:				Owner:	Checkpoint Systems, Inc.						

ELECTRONIC PROTECTION EQUIPMENT T-APPARATUS FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES

Costa Rica	07963021	Registered	NONE	Cur App Dt	04/22/1994	Cur Reg No	89715	Cur Reg Dt	01/03/1995	Expires	01/03/2005
Classes:	IN 9	Checkpoint		Actions Due:	Renewal DU						
Goods:				Owner:	Checkpoint Systems, Inc.						

ELECTRONIC PROTECTION EQUIPMENT T-APPARATUS FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES

France	07963021	Registered	NONE	Cur App Dt	01/26/1982	Cur Reg No	1713917	Cur Reg Dt	12/23/1991	Expires	12/23/2001
Classes:	IN 9	Checkpoint		Actions Due:	Renewal DU						
Goods:				Owner:	Checkpoint Systems, Inc.						

ELECTRONIC PROTECTION EQUIPMENT T-APPARATUS FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES

West Germany	07963021	Registered	NONE	Cur App Dt	11/20/1981	Cur Reg No	1039066	Cur Reg Dt	11/20/1981	Expires	11/30/2001
Classes:	IN 9	Checkpoint		Actions Due:	Renewal DU						
Goods:				Owner:	Checkpoint Systems, Inc.						

ELECTRONIC PROTECTION EQUIPMENT T-APPARATUS FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES

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Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Greece	CHECKPOINT	07963021	REGISTERED	115048	07/13/1993	115048	05/17/1996	07/13/2003
GOODS: IN 9								
OWNER: CHECKPOINT SYSTEMS, INC.								

ELECTRONIC PROTECTION EQUIPMENT T-APPARATUS FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES

AGENT: DR. F. D. THEODORIDES

Hungary	CHECKPOINT	07963021	REGISTERED	M9202369	04/29/1992	135068	04/29/1992	04/29/2002
GOODS: IN 9								
OWNER: CHECKPOINT SYSTEMS, INC.								

ELECTRONIC PROTECTION EQUIPMENT T

AGENT: DANUBIA

Panama	CHECKPOINT	07963021	REGISTERED	061105	05/05/1992	61105	04/06/1994	04/06/2004
GOODS: IN 21 IN 9								
OWNER: CHECKPOINT SYSTEMS, INC.								

ELECTRONIC PROTECTION EQUIPMENT T

AGENT: ICAIZA, GONZALEZ-RUIZ & ALERMAN

Peru	CHECKPOINT	07963021	REGISTERED	219978	04/29/1993	002813	11/16/1993	11/16/2003
GOODS: IN 9								
OWNER: CHECKPOINT SYSTEMS, INC.								

AGENT: PIEROLA & ASSOCIADOS

Portugal	CHECKPOINT	07963021	REGISTERED	313565	11/07/1995	313565	10/08/1998	10/08/2008
GOODS: IN 9								
OWNER: CHECKPOINT SYSTEMS, INC.								

AGENT: A. G. DA CUNHA FERREIRA, LDA

Sweden	CHECKPOINT	07963021	REGISTERED	81-3381	03/31/1983	185897	03/31/1983	03/31/2003
GOODS: IN 9								
OWNER: CHECKPOINT SYSTEMS, INC.								

LOOP CONSTRUCTED EXIT FRAMES WITH BUILT IN SURVEILLANCE EQUIP

AGENT: DR. LUDWIG BRANN

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Brazil	CHECKPOINT	07963021	FILED	819813320	02/13/1997			
CLASSES: NA40, 50								
GOODS:								

ELECTRONIC PROTECTION EQUIPMENTS T-APPARATUS FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES

AGENT: Momen, Leonardos & Cia  
 02/13/1997  
 ACTIONS DUE:  
 OWNER: CHECKPOINT SYSTEMS, INC.

Brazil CHECKPOINT 07963021 FILED 819813338  
 CLASSES: NA 9, 20  
 GOODS:  
 ELECTRONIC PROTECTION EQUIPMENTS T-APPARATUS FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES  
 AGENT: Momen, Leonardos & Cia  
 05/07/1998  
 ACTIONS DUE:  
 OWNER: CHECKPOINT SYSTEMS, INC.

Turkey CHECKPOINT 07963021 FILED 59491  
 CLASSES: IN 9  
 GOODS:  
 ELECTRONIC PROTECTION EQUIPMENTS T-APPARATUS FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES  
 AGENT: CENTRAL INTERNATIONAL LAW FIRM  
 07/19/1999  
 ACTIONS DUE:  
 OWNER: CHECKPOINT SYSTEMS, INC.

Venezuela CHECKPOINT 07963085 FILED 7944-97  
 CLASSES: IN 9  
 GOODS:  
 ELECTRONIC PROTECTION EQUIPMENTS T-APPARATUS FOR DETECTING ARTICLES BEING REMOVED AND LOCATING LOST ARTICLES  
 AGENT: S. BOLTON & SONS  
 04/23/1997  
 ACTIONS DUE:  
 OWNER: CHECKPOINT SYSTEMS, INC.

United States RF EAS/ID 07963116 FILED 071244  
 CLASSES: IN 9  
 GOODS:  
 SYSTEM FOR SECURITY & IDENTIFICATION OF ARTICLES COMPRISING TAGS, LABELS & TARGETS & HARDWARE, - READERS, SENSORS, AND MONITORS  
 AGENT: BENYATA, HOET & ASOCIADOS  
 03/07/1996  
 ACTIONS DUE: INTENT TO  
 OWNER: CHECKPOINT SYSTEMS, INC.



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Country Trademark Docket No. Status Application No Cur App Dt Cur Reg No Cur Reg Dt Expires

United States Comprehensive Tag Program 07963202 FILED 303675 06/05/1997 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

FINANCING PROGRAM FOR SECURITY EQUIPMENT AGENT:

United States CheckLink 07963210 FILED 393040 11/19/1997 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

COMPUTERIZED IDENTIFICATION SYSTEM COMPOSED OF MAGNETIC CODED CARDS, CARD READERS & CO MPUTER HARDWARE & SOFTWARE USED TO VERIFY IDENTIFICATION AGENT: 08/21/1998 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

Argentina STRADA 07963284 FILED 2170781 08/21/1998 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC SURVEILLANCE SYSTEMS AGENT: A. G. DA CUNHA FERREIRA, LDA 07/17/1998 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

Great Britain STRADA 07963284 FILED 2172440 07/17/1998 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS AGENT: PAGE BARGRAVE 07/29/1998 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

Spain STRADA 07963284 FILED 2177547 07/29/1998 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS AGENT: ZUAZO & CAPITAN 06/22/1998 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

United States STRADA 07963284 FILED 507752 06/22/1998 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS AGENT:

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Country Trademark Docket No. Status Application No Cur App Dt Cur Reg No Expires
Argentina PILLAR 07963285 FILED 2170782 08/21/1998
GOODS: IN 9
OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC ARTICL E SURVEILLANCE SYSTEMS AGENT: A. G. DA CUNHA FERREIRA, LDA

Spain PILLAR 07963285 FILED 2177548 07/29/1998
CLASSES: IN 9
OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS AGENT: ZUNZO & CAPITAN

United States PILLAR FRAME 07963286 FILED 507755 06/22/1998
CLASSES: IN 9
OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS AGENT:

United States ADD/RF 07963287 FILED 507751 06/22/1998
CLASSES: IN 9
OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS AGENT:

United States BAGSCAN 07963288 FILED 509166 06/26/1998
CLASSES: IN 9
OWNER: CHECKPOINT SYSTEMS, INC.

SECURITY IMAGING DEVICES, NAME LY METAL DETECTORS AGENT:

United States INNOVATION 07963291 FILED 528366 07/30/1998
CLASSES: IN 9
OWNER: CHECKPOINT SYSTEMS, INC.

VIDEO TELESURVEILLANCE SYSTEMS COMPRISING AUDIO AND VIDEO RECORDING DEVICES AND COMPUTER SOFTWARE FOR USE THEREWITH AGENT:

United States MATELAG 07963292 FILED 528288 07/30/1998
CLASSES: IN 9
OWNER: CHECKPOINT SYSTEMS, INC.

RF (RADIO FREQUENCY) HARD TAGS AGENT:

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Country Trademark Docket No. Status Application No Cur App Dt Cur Reg No Cur Reg Dt Expires

United States CIRCULATION CIRCUIT 07963293 FILED 530426 08/04/1998 ACTIONS DUE: INTENT TO OWNER: CHECKPOINT SYSTEMS, INC.

GOODS: RF (RADIO FREQUENCY) SECURITY TAGS AGENT:

\*\*\*\*\* 08/04/1998 ACTIONS DUE: INTENT TO OWNER: CHECKPOINT SYSTEMS, INC.

United States INTELLIGENT LIBRARY SYSTEM 07963294 FILED 530428

CLASSES: IN 9 AGENT: 01/13/1999 ACTIONS DUE: INTENT TO OWNER: CHECKPOINT SYSTEMS, INC.

GOODS: SECURITY EQUIPMENT, NAMELY RAD IO FREQUENCY TRANSMITTERS AND RECEIVERS, TAGS & TARGETS FOR USE IN MONITORING PHYSICAL ASSETS IN LIBRARIES

\*\*\*\*\* 01/13/1999 ACTIONS DUE: INTENT TO OWNER: CHECKPOINT SYSTEMS, INC.

United States PERFORMA 07963302 FILED 75/620630

CLASSES: IN 9 AGENT: 02/25/1999 ACTIONS DUE: INTENT TO OWNER: CHECKPOINT SYSTEMS, INC.

GOODS: SECURITY EQUIPMENT, NAMELY RAD IO FREQUENCY TRANSMITTERS AND RECEIVERS, TAGS & TARGETS FOR USE IN MONITORING PHYSICAL ASSETS IN LIBRARIES

\*\*\*\*\* 02/25/1999 ACTIONS DUE: INTENT TO OWNER: CHECKPOINT SYSTEMS, INC.

United States EASYWEAR 07963305 FILED 647831

CLASSES: IN 9 AGENT: 06/21/1999 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

GOODS: ELECTRONIC ARTICLE SURVEILLANCE DEVICES FOR THEFT PREVENTION, NAMELY INTEGRATED GARMENT LABELS

\*\*\*\*\* 06/21/1999 ACTIONS DUE: OWNER: CHECKPOINT SYSTEMS, INC.

United States CHECKPOINT 07963311 FILED 75/733366

CLASSES: IN 9 AGENT: 08/21/1998 ACTIONS DUE: INTENT TO OWNER: CHECKPOINT SYSTEMS, INC.

GOODS: SENSORS, TAGS AND DEACTIVATORS; ELECTRONIC ACCESS CONTROL SYSTEMS AND COMPONENT THEREOF, NAMELY ENCODED CARDS, CARD READERS, COMPUTER-OPERATED REC

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Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Uruguay	CHECKPOINT	07963021	REGISTERED	245378	02/18/1997	245378	07/02/1981	04/02/2008
CLASSES:	IN	7 IN	8 IN	9 IN	11 IN	14 IN	17	
GOODS:								

7-ELECTRIC ELEVATORS, DYNAMOS, MAGNETS; ETC.  
 8-ELECTRICIANS' PINNERS; 9-ACCUMULATORS, COVER ED WIRE FOR ELECTRICITY, LOUD SPEAKERS, AMPLIFIERS, TELEGR APHC APPARATUS; ETC; 11- HEATERS, DILAMENTS FOR LAMPS, STOVES, ETC.; 14- ELECTRIC CLOCKS; 17-ISOLATORS, ISOLATOR RIBBONS & EBONITA

AGENT: J. PITTAJUGA & ASSOCIATES

\*\*\*\*\*  
 United States CHECKPOINT 07963021 REGISTERED 273970  
 CLASSES: IN 9  
 GOODS:  
 ELECTRONIC PROTECTION EQUIPME T-APPARATUS FOR DETECTING ARTICLES BEING REMOVED AND LOC ATING LOST ARTICLES  
 AGENT: 06/15/1967 845817 03/12/1968 03/12/2008  
 ACTIONS DUE: RENEWAL DU 03/12/2008  
 OWNER: CHECKPOINT SYSTEMS, INC.

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 United States CHECKPOINT 07963021 REGISTERED 274691  
 CLASSES: IN 9  
 GOODS:  
 SECURITY SERVICES-PREVENTING T HE UNAUTHORIZED REMOVAL OF MATERIALS FROM RESTRICTED AREA  
 AGENT: 06/26/1967 844752 02/20/1968 02/20/2008  
 ACTIONS DUE: RENEWAL DU 02/20/2008  
 OWNER: CHECKPOINT SYSTEMS, INC.

\*\*\*\*\*  
 United States COUNTERPOINT 07963022 REGISTERED 603620  
 CLASSES: IN 9  
 GOODS:  
 RADIO FREQUENCY TRANSMITTER AN D RECEIVER APPARATUS FOR ELEC- TRONICALLY DEACTIVATING ARTICL E-PROTECTION SECURITY TAGS  
 AGENT: 06/11/1986 1448234 07/21/1987 07/21/2007  
 ACTIONS DUE: RENEWAL DU 07/21/2007  
 OWNER: CHECKPOINT SYSTEMS, INC.

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Country	Trademark	Docket No.	Status	Application No	Cur App Dc	Cur Reg No	Cur Reg Dc	Expires
United States	THRESHOLD	07963023	REGISTERED	756211	10/05/1988	1545229	06/27/1989	06/27/2009
GOODS:	IN 9							

ELECTRONIC ACCESS CONTROL SYSTEM COMPRISING ENCODED CARDS, CARD READERS, COMPUTER-OPERATED RECORDERS AND CONTROLLERS & COMPUTER PROGRAMS FOR ABOVE

AGENT: 02/04/1992 194416 12/23/1996 12/23/2006  
 ACTIONS DUE: RENEWAL DU 12/23/2006  
 OWNER: CHECKPOINT SYSTEMS, INC.

ELECTRONIC EQUIPMENT, INCLUDING ELECTRONIC DEVICES TO DETECT AND PREVENT THEFT

AGENT: 03/13/1992 1769205 05/04/1993 05/04/2003  
 ACTIONS DUE: SECTION 84 05/04/2002  
 OWNER: CHECKPOINT SYSTEMS, INC.

ELECTRONIC SURVEILLANCE SYSTEMS CONSISTING OF AUDIO & VIDEO RECORDING DEVICES AND COMPUTER SOFTWARE

AGENT: 06/10/1992 1816375 01/11/1994 01/11/2004  
 ACTIONS DUE: SEC. 8415 01/11/2000  
 OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNAS FOR ELECTRONIC SURVEILLANCE SYSTEMS

AGENT: 10/23/1992 1820522 02/08/1994 02/08/2004  
 ACTIONS DUE: SEC. 8415 02/08/2000  
 OWNER: CHECKPOINT SYSTEMS, INC.

ANTENNA SYSTEM FOR SURVEILLANCE

AGENT: 01/25/1993 1841256 06/21/1994 06/21/2004  
 ACTIONS DUE: SEC. 8415 06/21/2000  
 OWNER: CHECKPOINT SYSTEMS, INC.

ELECTRONIC ACCESS CONTROL EQUIPMENT - ENCODED CARDS & CARD READERS

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Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
United States	PROXTAG	07963059	REGISTERED	363543	02/24/1993	1849123	08/09/1994	08/09/2004
ACTIONS DUE: SEC. 8415 08/09/2000								
OWNER: CHECKPOINT SYSTEMS, INC.								

IDENTIFICATION TAGS FOR ELECTRONIC ACCESS CONTROL SYSTEMS

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Argentina	CHEKINK	07963062	REGISTERED	1898653	11/11/1993	1524236	05/31/1994	05/31/2004
ACTIONS DUE: RENEWAL AF 05/31/2004								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Australia	CHEKINK	07963062	REGISTERED	614824	10/27/1993	A614824	10/27/1993	10/27/2000
ACTIONS DUE: RENEWAL DU 10/27/2000								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Belgium	CHEKINK	07963062	REGISTERED	805458	10/27/1993	541926	10/27/1993	10/27/2003
ACTIONS DUE: RENEWAL DU 10/27/2003								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Canada	CHEKINK	07963062	REGISTERED	740959	11/11/1993	436980	12/09/1994	12/09/2009
ACTIONS DUE: RENEWAL DU 12/09/2009								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Finland	CHEKINK	07963062	REGISTERED	4948/93	11/02/1993	134336	09/20/1994	09/20/2004
ACTIONS DUE: RENEWAL DU 09/20/2004								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING

AGENT: Oy Kolster AB

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Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
France	CHEKINK	07963062	REGISTERED	497582	12/21/1993	93497582	12/21/1993	12/21/2003
TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING								
AGENT: CABINET HERBURGER								
ACTIONS DUE: RENEWAL DU 12/20/2003								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING								
AGENT: PAGE HARGRAVE								
ACTIONS DUE: RENEWAL DU 11/02/2000								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING								
AGENT: PAGE HARGRAVE								
ACTIONS DUE: RENEWAL DU 10/31/2003								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING								
AGENT: DIPL. -ING HELMUT KOEPEL								
ACTIONS DUE: RENEWAL DU 10/28/2000								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING								
AGENT: ROBIN BRIDGE & JOHN LIU								
ACTIONS DUE: PROOF OF U 05/13/2000								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO MERCHANDISE TO DETER AND DETEC T SHOPLIFTING								
AGENT: OLIVARES & CIA								
ACTIONS DUE: RENEWAL DU 07/26/2003								
OWNER: CHECKPOINT SYSTEMS, INC.								

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 TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO  
 MERCHANDISE TO DETER AND DETEC T SHOPLIFTING  
 \*\*\*\*\*  
 AGENT: DREW & NAPIER  
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Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Spain	CHEKINK	07963062	REGISTERED	1788041	11/05/1993	1788041	04/03/1996	11/05/2003
ACTIONS DUE: RENEWAL DU 11/05/2003								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO  
 MERCHANDISE TO DETER AND DETEC T SHOPLIFTING

AGENT: SRES. EIZABURU

Sweden	CHEKINK	07963062	REGISTERED	93-10144	10/27/1993	259197	06/23/1994	06/23/2004
ACTIONS DUE: RENEWAL DU 06/23/2004								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO  
 MERCHANDISE TO DETER AND DETEC T SHOPLIFTING

AGENT: DR. LUDWIG BRANN

United States	CHEKINK	07963062	REGISTERED	417045	07/26/1993	1839282	06/14/1994	06/14/2004
ACTIONS DUE: SEC. 8&15 06/14/2000								
OWNER: CHECKPOINT SYSTEMS, INC.								

TAGS CONTAINING A SUBSTANCE TH AT STAINS FOR ATTACHMENT TO  
 MERCHANDISE TO DETER AND DETEC T SHOPLIFTING

AGENT:

United States	ELECTRONIC SIGNATURES	07963063	REGISTERED	681742	08/31/1987	1489147	05/24/1988	05/24/2008
ACTIONS DUE: RENEWAL DU 05/24/2008								
OWNER: CHECKPOINT SYSTEMS, INC.								

ELECTRONIC PROTECTION AND IDEN TIFICATION EQUIPMENT

AGENT:

United States	SIGNATURE	07963064	REGISTERED	652901	04/03/1987	1462648	10/27/1987	10/27/2007
ACTIONS DUE: RENEWAL DU 10/27/2007								
OWNER: CHECKPOINT SYSTEMS, INC.								

APPARATUS FOR ELECTRONICALLY D ETECTING THE PRESENCE OF  
 SECUR TAGS

AGENT:

United States	CHEK/SEW	07963065	REGISTERED	667067	06/19/1987	1477096	02/16/1988	02/16/2008
ACTIONS DUE: RENEWAL DU 02/16/2008								
OWNER: CHECKPOINT SYSTEMS, INC.								

SERVICING AND MAINTAINING ELEC TRONIC EQUIPMENT,  
 SPECIFICALLY EQUIP. FOR DETECTING THE UNAUT HORIZED REMOVAL  
 OR UTILIZATION OF ARTICLES

AGENT:



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United States	CHECK/LIST	07963066	REGISTERED	667314	06/19/1987	1477097	02/16/1988	02/16/2008
GOODS:	IN	37						

SERVICING AND MAINTAINING ELECTRONIC EQUIPMENT, SPECIFICALLY EQUIP. FOR DETECTING THE UNAUTHORIZED REMOVAL OR UTILIZATION OF ARTICLES

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United States	ALPHA	07963068	REGISTERED	707231	01/25/1988	1503720	09/13/1988	09/13/2008
CLASSES:	IN	9						
GOODS:								

ELECTRONIC ARTICLE SURVEILLANCE EQUIPMENT

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United States	MIRAGE	07963081	REGISTERED	756996	10/11/1988	1564238	11/07/1989	11/07/2009
CLASSES:	IN	9						
GOODS:								

ELECTRONIC ACCESS CONTROL EQUIPMENT - ENCODED CARDS AND CARD READER

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United States	IMPULSE	07963082	REGISTERED	112212	11/05/1990	1798232	10/12/1993	10/12/2003
CLASSES:	IN	40						
GOODS:								

PLACING ANTI-THEFT UNITS IN PRODUCTS AND PACKAGING AT THE POINT OF MANUFACTURE OR PACKAGING FOR SECURITY PURPOSES

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United States	Q92000	07963083	REGISTERED	112210	11/05/1990	1673295	01/28/1992	01/28/2002
CLASSES:	IN	9						
GOODS:								

ELECTRONIC ARTICLE SURVEILLANCE EQUIPMENT

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United States	ENVISION	07963096	REGISTERED	671929	05/09/1995	2073044	06/24/1997	06/24/2007
CLASSES:	IN	9						
GOODS:								

SECURITY SYSTEMS - A COMPUTER BASED VIDEO IMAGING WORK STATION COMPRISING A PERSONAL COMPUTER, VIDEO CAPTURE BOARD, CAMERA AND SOFTWARE USED FOR CAPTURING, CREATING, STORING & DISPLAYING VIDEO IMAGES OF PERSONS AND PROPERTY

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Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
United States	CHEMPATE (STYLIZED)	07963102	REGISTERED	731313	09/19/1995	2076833	07/08/1997	07/08/2007
GOODS:	IN	9						

MICROWAVE ANTI-THEFT SECURITY TAGS FOR THE APPAREL INDUSTRY

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
United States	SIGHTLINE	07963105	REGISTERED	014294	11/03/1995	2141299	03/03/1998	03/03/2008
GOODS:	IN	9						

VIDEO TEXT INSERTER

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
United States	COUNTERPOINT	07963110	REGISTERED	651211	03/24/1995	2042345	03/04/1997	03/04/2007
GOODS:	IN	9						

COMPUTER SOFTWARE & ASSOCIATED MANUALS SOLD AS A UNIT FOR USE IN INVENTORY MANAGEMENT & POINT-OF-SALE APPLICATIONS

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Paraguay	CHECKPOINT	07963117	REGISTERED	00611/91	01/31/1991	149726	09/26/1991	09/26/2001
GOODS:	IN	37						

INSTALLATION & REPARATION OF ALARMS

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Paraguay	CHECKPOINT	07963117	REGISTERED	2190/91	03/06/1991	149727	09/26/1991	09/26/2001
GOODS:	IN	42						

SERVICES OF COMMERCIAL NAME, INFORMATION & EXPORTATION; BUS-INESS DEDICATED TO COMMERCE IN GENERAL

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Australia	ACTRON	07963120	REGISTERED	520224	09/29/1989	A520224	09/29/1989	09/29/2006
GOODS:	IN	9						

SIGNALING APPARATUS AND INSTRUMENTS, ALARMS, SECURITY APP. & INSTRUMENTS IN CLASS 9 INCLUDING ELECTRONIC APPARATUS AND INSTRUMENTS FOR USE IN THE PREVENTION OF THEFT FROM STORES

AGENT: G. R. CULLEN & COMPANY

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Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
Canada	ACTRON	07963120	REGISTERED	591276	09/04/1987	347249	10/28/1988	10/28/2003
GOODS:	IN00000							

ELECTRONIC SECURITY SYSTEMS FOR STORES; ELECTRONICAL ARTICLE SURVEILLANCE SYSTEMS CONSISTING OF SENSING ANTENNAS, ELECTRONICALLY DETECTABLE HARD TAGS, ADHESIVE TAGS, POINT OF SALES CHECKER, PORTABLE DETECTOR OR, DEACTIVATOR FOR ADHESIVE TAGS

AGENT: Robic, Robic & Associates

China P.R. ACTRON 07963120 REGISTERED 94098528  
 CLASSES: IN 9  
 GOODS:

ELECTRIC SECURITY APPARATUS AND INSTRUMENTS; ALARMS; FOR THEFT PREVENTION IN STORES

Denmark ACTRON 07963120 REGISTERED VA03791/1987  
 CLASSES: IN 9  
 GOODS:

AGENT: DEAC

Finland ACTRON 07963120 REGISTERED 2468/87  
 CLASSES: IN 9  
 GOODS:

AGENT: PLOUGMANN & VINGTOFT

Great Britain ACTRON 07963120 REGISTERED 1311750  
 CLASSES: IN 9  
 GOODS:

AGENT: Oy Kolster AB  
 06/02/1987 1311750 06/02/1987 06/02/2008  
 ACTIONS DUE: RENEWAL DU  
 OWNER: ACTRON ENTWICKLUNGS AG

ELECTRONICALLY DETECTABLE TAGS & LABELS, ALL FOR SECURITY PURPOSES; ALARM SYSTEMS COMPRISING DETECTORS FOR THE ABOVE-SAID, TAGS OR LABELS.

Hong Kong ACTRON 07963120 REGISTERED 7997/89  
 CLASSES: IN 9  
 GOODS:

AGENT:  
 10/06/1989 3148/1992 08/06/1992 10/06/2010  
 ACTIONS DUE: RENEWAL DU  
 OWNER: ACTRON ENTWICKLUNGS AG

ELECTRIC SECURITY APPARATUS FOR PROTECTION AGAINST SHOP THEFT

AGENT: ROBIN BRIDGE & JOHN LIU

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Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
International	ACTRON	07963120	REGISTERED	NONE	09/25/1987	516782	09/25/1987	09/25/2007
CLASSES: IN	9				ACTIONS DUE: RENEWAL DU 09/25/2007			
GOODS:					OWNER: ACTRON ENTWICKLUNGS AG			

APPARATUS TO PREVENT THEFT FRO M STORES

AGENT: \*\*\*\*\*

Japan	ACTRON	07963120	REGISTERED	67511/87	06/09/1987	2200301	12/25/1989	12/25/1999
CLASSES: IN	9				ACTIONS DUE: RENEWAL DU 12/25/1999			
GOODS:					OWNER: ACTRON AG			

SAFETY EQUIPMENT AND IMPLEMENTS

AGENT: KIMURA SASAKI & PARTNERS \*\*\*\*\*

Norway	ACTRON	07963120	REGISTERED	872234	06/02/1987	134185	11/10/1988	11/10/2008
CLASSES: IN	9				ACTIONS DUE: RENEWAL DU 11/10/2008			
GOODS:					OWNER: CHECKPOINT SYSTEMS, INC.			

ELECTRONIC SECURITY SYSTEMS

AGENT: BRINS PATENTKONTOR \*\*\*\*\*

South Africa	ACTRON	07963120	REGISTERED	89/9209	09/29/1989	89/9202	09/29/1989	09/29/2009
CLASSES: IN	9				ACTIONS DUE: RENEWAL DU 09/29/2009			
GOODS:					OWNER: ACTRON AG			

ELECTRONIC SECURITY APPARATUS & INSTRUMENT ALARMS, EXCLUDING ALL APPARATUS & INSTRUMENTS FO R USE IN VEHICLES

AGENT: D.M. KISCH INC. \*\*\*\*\*

Switzerland	ACTRON	07963120	REGISTERED	352691	02/06/1987	352691	07/27/1987	02/06/2007
CLASSES: IN	9				ACTIONS DUE: RENEWAL DU 02/06/2007			
GOODS:					OWNER: ACTRON ENTWICKLUNGS AG			

SHOPLIGHTING SECURITY APPARATUS

AGENT: \*\*\*\*\*

United States	ACTRON	07963120	REGISTERED	682935	09/08/1987	1520613	01/17/1989	01/17/2009
CLASSES: IN	9				ACTIONS DUE: RENEWAL DU 01/17/2009			
GOODS:					OWNER: ACTRON ENTWICKLUNGS AG			

ELECTRONIC SECURITY SYSTEMS FO R STORES COMPRISING TRANSMIT- TING AND RECEIVING ANTENNAS AN D ASSOCIATED MICRO PROCESSOR CONTROLLED ELECTRONIC CIRCUITR Y, POWE SUPPLIES, ALARM SIG- NALIZATION, CONVENTIONAL AND F IBER OPTIC CABLING, AND TAGS AND LABELS USED TO TRIGGER SYS TEM ALARMS

AGENT: \*\*\*\*\*

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12/31/1987 404364 11/06/1992 11/06/2007  
ACTIONS DUE: RENEWAL DU  
OWNER: ACTRON ENTWICKLUNGS AG

Docket No. Status Application No  
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07963121 REGISTERED 598167  
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Country Trademark  
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Canada ACTRON & DESIGN  
CLASSES: IN00000  
GOODS:

ELECTRONIC SECURITY SYSTEMS FO R STORES; ELECTRONICAL  
ARTICLE SURVEILLANCE SYSTEMS CONSISTIN G OF: SENSING  
ANTENNAS, ELEC- TRONICALLY DETECTABLE HARD-TAG S, ADHESIVE  
TAGS, POINT OF SALES CHECKER, PORTABLE DETECT OR,  
DEACTIVATOR FOR ADHESIVE TAGS

AGENT: Robic, Robic & Associates  
\*\*\*\*\*  
01/10/1992 79371 04/29/1992 04/29/2002  
ACTIONS DUE: RENEWAL DU  
OWNER: ACTRON ENTWICKLUNGS AG

\*\*\*\*\*  
Costa Rica ACTRON & DESIGN  
CLASSES: IN 9  
GOODS:

ELECTRONIC SECURITY APPARATUS & INSTRUMENTS & ALARMS FOR  
USE IN THE PREVENTION OF THEFT FRO M STORES

AGENT:  
\*\*\*\*\*  
10/02/1989 VR085251992 09/18/1992 09/18/2002  
ACTIONS DUE: RENEWAL DU  
OWNER: ACTRON ENTWICKLUNGS AG

\*\*\*\*\*  
Denmark ACTRON & DESIGN  
CLASSES: IN 9  
GOODS:

ELECTRONIC SHOPLIFTING SECURIT Y

AGENT: FLOUGMANN & VINGTOFT  
\*\*\*\*\*  
09/29/1989 114993 11/20/1991 11/20/2001  
ACTIONS DUE: RENEWAL DU  
OWNER: ACTRON ENTWICKLUNGS AG

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Finland ACTRON & DESIGN  
CLASSES: IN 9  
GOODS:

SHOPLIFTING SECURITY APPARATUS

AGENT: Oy Jalo Ant-Wuorinen  
\*\*\*\*\*  
07/03/1987 1320310 07/03/1987 07/03/2008  
ACTIONS DUE: RENEWAL DU  
OWNER: ACTRON ENTWICKLUNGS AG

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Great Britaln ACTRON & DESIGN  
CLASSES: IN 9  
GOODS:

ELECTRONIC SECURITY APPARATUS AND INSTRUMENTS, ALARMS, ALL  
INCLUDED IN CLASS 9 FOR USE IN THE PREVENTION OF THEFT FROM  
STORES

AGENT:  
\*\*\*\*\*  
10/30/1987 517997 10/30/1987 10/30/2007  
ACTIONS DUE: RENEWAL DU  
OWNER: ACTRON ENTWICKLUNGS AG

\*\*\*\*\*  
International ACTRON & DESIGN  
CLASSES: IN 9  
GOODS:

APPARATUS TO PREVENT THEFT FRO M STORES

AGENT:  
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Nicaragua	ACTRON & DESIGN	07963121	REGISTERED	NONE	01/30/1992	22313C.C.	10/24/2002	10/25/2002

ACTIONS DUE: RENEWAL DU 10/24/2002  
OWNER: ACTRON ENTWICKLUNGS AG

APPARATUS AND INSTRUMENTS FOR USE IN PREVENTING THEFTS FROM

STORES

AGENT: \*\*\*\*\*

07963121	REGISTERED	894798	10/02/1989	144814	04/18/1991	04/18/2001
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ACTIONS DUE: RENEWAL DU 04/18/2001  
OWNER: ACTRON ENTWICKLUNGS AG

SHOPLIFTING SECURITY APPARATUS

AGENT: BRINS PATENTKONTOR \*\*\*\*\*

07963121	REGISTERED	NONE	06/19/1992	31412	11/17/1992	11/17/2002
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ACTIONS DUE: RENEWAL DU 11/17/2002  
OWNER: ACTRON ENTWICKLUNGS AG

Puerto Rico  
CLASSES: IN 9

GOODS:

El Salvador  
CLASSES: IN 9

GOODS:

AGENT: \*\*\*\*\*

07963121	REGISTERED	E-860-92	03/06/1992	245	06/11/1996	06/11/2006
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ACTIONS DUE: RENEWAL DU 06/11/2006  
OWNER: ACTRON ENTWICKLUNGS AG

ELECTRONIC SECURITY SYSTEMS FO R STORES COMPRISING  
TRANSMIT- TING AND RECEIVING ANTENNAS AN D ASSOCIATED MICRO  
PROCESSOR CONTROLLED ELECTRONIC CIRCUITR Y, POWER SUPPLIES,  
ALARM SIG- NALIZATION, CONVENTIONAL AND F IBER OPTIC  
CABLING, AND TAGS AND LABELS USED TO TRIGGER SIS TEM ALARMS

Switzerland  
CLASSES: IN 9

GOODS:

AGENT: \*\*\*\*\*

07963121	REGISTERED	NONE	07/03/1987	356416	07/03/1987	07/03/2007
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ACTIONS DUE: RENEWAL DU 07/03/2007  
OWNER: ACTRON ENTWICKLUNGS AG

SHOPLIFTING SECURITY APPARATUS

AGENT: \*\*\*\*\*

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 United States ACTRON 6 DESIGN 07963121 REGISTERED 703643 12/31/1987 1536154 04/25/1989 04/25/2009  
 CLASSES: IN 9  
 ACTIONS DUE: RENEWAL DU 04/25/2009  
 OWNER: ACTRON ENTWICKLUNGS AG  
 GOODS:

ELECTRONIC SECURITY SYSTEMS FO R STORES COMPRISING  
 TRANSMIT- TING AND RECEIVING ANTENNAS AN D ASSOCIATED MICRO  
 PROCESSOR CONTROLLED ELECTRONIC CIRCUITR Y, POWE SUPPLIES,  
 ALARM SIG- NALIZATION, CONVENTIONAL AND F IBER OPTIC  
 CABLING, AND TAGS AND LABELS USED TO TRIGGER SYS TEM ALARMS  
 \*\*\*\*\*  
 AGENT:  
 \*\*\*\*\*  
 Denmark COLOR CAP 07963123 REGISTERED VA07116/1989 09/26/1989 VR02508/1990 04/13/1990 04/13/2000  
 CLASSES: IN 9  
 ACTIONS DUE: RENEWAL DU 04/13/2000  
 OWNER: ACTRON ENTWICKLUNGS AG  
 GOODS:

\*\*\*\*\*  
 AGENT: PLOUGMANN & VINGTOFT  
 \*\*\*\*\*  
 Germany COLOR CAP 07963123 REGISTERED A56412/9WZ 02/22/1994 2060326 02/22/1994 02/29/2004  
 CLASSES: IN 9  
 ACTIONS DUE: RENEWAL DU 02/29/2004  
 OWNER: ACTRON ENTWICKLUNGS AG  
 GOODS:

ALARM DEVICES 6 THEFT PREVENTI ON DEVICES FOR GOODS IN  
 SALES DISPLAYS  
 \*\*\*\*\*  
 AGENT:  
 \*\*\*\*\*  
 International COLOR CAP 07963123 REGISTERED NONE 09/02/1993 608226 09/02/1993 09/02/2013  
 CLASSES: IN 9  
 ACTIONS DUE: RENEWAL DU 09/02/2013  
 OWNER: ACTRON ENTWICKLUNGS AG  
 GOODS:

APPARATUS TO PREVENT THEFT FRO M STORES  
 \*\*\*\*\*  
 AGENT:  
 \*\*\*\*\*  
 Switzerland COLOR CAP 07963123 REGISTERED 7497/199321 03/21/1993 404829 03/21/1993 03/21/2013  
 CLASSES: IN 9  
 ACTIONS DUE: RENEWAL DU 03/21/2013  
 OWNER: ACTRON ENTWICKLUNGS AG  
 GOODS:

SHOPLIFTING SECURITY EQUIPMENT  
 \*\*\*\*\*  
 AGENT:  
 \*\*\*\*\*  
 Great Britain DEACTLINE 07963124 REGISTERED 1390569 07/13/1989 1390569 07/13/1989 07/13/2006  
 CLASSES: IN 9  
 ACTIONS DUE: RENEWAL DU 07/13/2006  
 OWNER: ACTRON ENTWICKLUNGS AG  
 GOODS:

ELECTRONIC SECURITY APPARATUS AND INSTRUMENTS, ELECTRONIC  
 THEFT PREVENTION APPARATUS AND INSTRUMENTS, ALARMS  
 \*\*\*\*\*  
 AGENT: PAGE HARGRAVE  
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TRADEMARK

Country	Trademark	Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
International	DEACTLINE	07963124	REGISTERED	NONE	09/11/1989	542963	09/11/1989	09/11/2009

CLASSES: IN 9  
 GOODS: ACTIONS DUE: RENEWAL DU 09/11/2009  
 OWNER: ACTRON ENTWICKLUNGS AG

APPARATUS TO PREVENT THEFT FRO M STORES

AGENT:  
 \*\*\*\*\*  
 Switzerland DEACTLINE  
 07963124 REGISTERED NONE  
 05/23/1989 372811 05/23/1989 05/23/2009  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: RENEWAL DU 05/23/2009  
 OWNER: ACTRON ENTWICKLUNGS AG

SHOPLIFTING SECURITY APPARATUS

AGENT:  
 \*\*\*\*\*  
 Spain DIEBSTAHLSICHERUNGEN ACTRON  
 07963125 REGISTERED 1696173  
 04/14/1992 1696173 04/05/1995 04/14/2002  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: RENEWAL DU 04/14/2002  
 OWNER: ACTRON ENTWICKLUNGS AG

INSTALLATIONS TO PREVENT THEFT FROM STORES

AGENT: SRES. ELZABURU  
 \*\*\*\*\*  
 Denmark SMART CAP  
 07963126 REGISTERED VA07455/1989  
 10/06/1989 VR02074/1991 04/12/1991 04/12/2001  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: RENEWAL DU 04/12/2001  
 OWNER: ACTRON ENTWICKLUNGS AG

CONCEALED CAMERA DEVICE FOR SE CURITY PURPOSES

AGENT:  
 \*\*\*\*\*  
 United States FREEZE FRAME  
 07963174 REGISTERED 120509  
 06/17/1996 2168869 06/30/1998 06/30/2008  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: SEC. 8&15 06/30/2004  
 OWNER: CHECKPOINT SYSTEMS, INC.

COMPUTER SOFTWARE HAVING A GRA PHICAL USER INTERFACE USED IN CONNECTION WITH AN ELECTRONIC ACCESS CONTROL & ALARM SYSTEM

AGENT:  
 \*\*\*\*\*  
 United States THRESHOLD 95  
 07963187 REGISTERED 189981  
 10/30/1996 2165211 06/16/1998 06/16/2008  
 CLASSES: IN 9  
 GOODS: ACTIONS DUE: SEC. 8&15 06/16/2004  
 OWNER: CHECKPOINT SYSTEMS, INC.

AGENT:

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United States	CHECK DESIGN	07963190	REGISTERED	197809	11/14/1996	2119592	12/09/1997	12/09/2007
CLASSES: IN	9				ACTIONS DUE: SEC. 8615 12/09/2003			
GOODS:					OWNER: CHECKPOINT SYSTEMS, INC.			

RF (RADIO FREQUENCY) SECURITY TAGS

AGENT: \*\*\*\*\*

United States	CLARITY CONCEPT	07963198	REGISTERED	386304	11/07/1997	2242604	05/04/1999	05/04/2009
CLASSES: IN	28				ACTIONS DUE: SEC. 8615 05/04/2005			
GOODS:					OWNER: CHECKPOINT SECURITY SYSTEMS GROUP			

JOY STICK CONTROLLERS FOR CLOS ED CIRCUIT TELEVISION SYSTEMS

AGENT: \*\*\*\*\*

France	COMPREHENSIVE TAG PROGRAM	07963202	REGISTERED	97/688966	07/25/1997	97688966	01/09/1998	07/25/2007
CLASSES: IN	36				ACTIONS DUE: RENEWAL DU 07/24/2007			
GOODS:					OWNER: CHECKPOINT SYSTEMS, INC.			

FINANCING PROGRAM FOR SECURITY EQUIPMENT

AGENT: DESBARRES & STAEFFEN \*\*\*\*\*

France	STRATA	07963284	REGISTERED	98/741808	07/15/1998	98741808	07/15/1998	07/15/2008
CLASSES: IN	9				ACTIONS DUE: RENEWAL DU 07/14/2008			
GOODS:					OWNER: CHECKPOINT SYSTEMS, INC.			

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS

AGENT: DESBARRES & STAEFFEN \*\*\*\*\*

Germany	STRATA	07963284	REGISTERED	39841712.1/09	07/24/1998	39841712	09/24/1998	07/31/2008
CLASSES: IN	9				ACTIONS DUE: RENEWAL DU 07/31/2008			
GOODS:					OWNER: CHECKPOINT SYSTEMS, INC.			

ANTENNAS FOR ELECTRONIC SURVEI LLANCE SYSTEMS

AGENT: FUCHS, LUDERSCHMIDT & PARTNER \*\*\*\*\*

France	PILLAR	07963285	REGISTERED	98/741809	07/15/1998	98741809	07/15/1998	07/15/2008
CLASSES: IN	9				ACTIONS DUE: RENEWAL DU 07/14/2008			
GOODS:					OWNER: CHECKPOINT SYSTEMS, INC.			

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS

AGENT: DESBARRES & STAEFFEN \*\*\*\*\*

PCMASTER REPORTER  
FOREIGN TRADEMARK PROPERTIES FOR CHECKPOINT SYSTEMS

Docket No.	Status	Application No	Cur App Dt	Cur Reg No	Cur Reg Dt	Expires
07963285	REGISTERED	2172441	07/17/1998	2172441	07/17/1998	07/17/2008

ACTIONS DUE: RENEWAL DU 07/17/2008  
OWNER: CHECKPOINT SYSTEMS, INC.

MASTER FILE REPORT  
Country: Germany  
Docket No.: 07963285  
Status: REGISTERED  
Application No: 2172441  
Cur App Dt: 07/17/1998  
Cur Reg No: 2172441  
Cur Reg Dt: 07/17/1998  
Expires: 07/17/2008

ANTENNANAS; ANTENNAS FOR ELECTRONIC ARTICLE SURVEILLANCE SYSTEMS; PARTS AND FITTINGS FOR THE AFORESAID GOODS

AGENT: PAGE HARGRAVE  
07/24/1998 39841714 09/24/1998 07/31/2008  
ACTIONS DUE: RENEWAL DU 07/31/2008  
OWNER: CHECKPOINT SYSTEMS, INC.

\*\*\*\*\*  
Germany  
CLASSES: IN 9  
GOODS:

ANTENNAS FOR ELECTRONIC ARTICL E SURVEILLANCE SYSTEMS

AGENT: FUCHS, LUDERSCHMIDT & PARTNER  
06/22/1998 2272089 08/24/1999 08/24/2009  
ACTIONS DUE: SEC. 8415 08/24/2005  
OWNER: CHECKPOINT SYSTEMS, INC.

\*\*\*\*\*  
United States  
CLASSES: IN 9  
GOODS:

ANTENNAS FOR ELECTRONIC PLATFO RM FOR SURVEILLANCE SYSTEMS

AGENT:

\*\*\*\*\*  
GOODS:

ISSUED AND PENDING FOREIGN COPYRIGHT REGISTRATIONS

NONE

## AGREEMENTS

1. Fargklamman Svenska AB and Checkpoint Systems, Inc.  
 Non-exclusive Patent License  
 U.S. Patent No. 5,275,122 and corresponding foreign patent applications (See Exhibit A hereto)  
 Dated February 16, 1994
2. MW Trading ApS and Checkpoint Systems, Inc.  
 Exclusive distributorship for the United States, Canada and  
 the Dominican Republic  
 Non-exclusive for the remainder of North, Central and South America  
 U.S. Patent No. 4,819,797 and two U.S. Patent Applications Nos. 07720,817, filed July 11, 1991 and 08/039,022 filed  
 March 25, 1993  
 Effective date March 29, 1994
3. Charles A. Walton and Sielox Systems, Inc.  
 Exclusive patent license  
 U.S. Patent Nos. 4,223,830 and 4,236,068, and U.S. Patent Application No. 669,069, filed November 7, 1984  
 Effective date January 28, 1983 as amended September 25, 1985
4. Arthur D. Little, Inc.; George J. Lichtblau; and Anne R. Lichtblau and  
 Checkpoint Systems, Inc.  
 Assignment of patent rights  
 Thirteen U.S. patents and corresponding foreign, patents and applications (See Exhibit B hereto)  
 Effective date October 1, 1995
5. Mitsubishi Materials Corporation and Checkpoint Systems, Inc.  
 Joint Research and Development Agreement relating to RFID  
 Effective date February 12, 1997  
 No specific intellectual property identified. Covers intellectual property to be developed. Includes a non-exclusive  
 worldwide license (both ways) on "any patent" need for production use or sale of jointly developed products.

22542.v1

NO. 5820 2/9

DEC 19 1999 2:00PM STRADLEY RONON LLP

PATENT APPLICATIONS

Japan, application no. 515580/1991, applied for September 3, 1991

Australia, application no. 85257/91, applied for September 3, 1991

Canada, application no. 2090979, applied for September 3, 1991

European patent, application no. 91916328.7, applied for September 3, 1991. (Belgium, Switzerland/Liechtenstein, Germany, Denmark, Spain, France, Great Britain, Italy, The Netherlands and Sweden)

66

DEC 7 1999 2:31PM STRADLEY RONON LLP NO. 5820 P. 3/9

PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U.S.	3,810,147	George Lichtblau	Electronic Security System	12/30/71	5/7/74
U.S.	3,863,244	George Lichtblau	Electronic Security System Having Improved Noise Discrimination	6/14/72	1/28/75

Foreign Counterparts

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Australia	489,868	George Lichtblau	Electronic Security Sys.	10/24/73
Canada	1,005,546	" "	" " "	12/13/72
Can.(Div.)	1,005,547	" "	" " "	4/1/76
France	72.47070	" "	" " "	10/29/72

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U. S.	3,828,337	George Lichtblau	Noise Rejection Circuitry	8/20/73	8/6/74

Foreign Counterparts

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Canada	1,033,027	George Lichtblau	Noise Rej. Circuitry	7/23/74
France	74.27130	" "	" " "	8/5/74
Germany	P2438218	" "	" " "	8/8/74
Gt. Britain	1,484,353	" "	" " "	8/15/74
Italy	1,011,583	" "	" " "	3/14/74
Japan	926,511	" "	" " "	8/19/74
Rep. So. Africa	74/4889	" "	" " "	7/31/74

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U. S.	3,938,044	George Lichtblau	Antenna Apparatus for an Electronic Security System	11/14/73	2/10/76

Foreign Counterparts

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Canada	1,015,058	George Lichtblau	Antenna Apparatus for an Electronic Security System	8/23/74

PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U.S.	3,913,219	George Lichtblau	Planar Circuit Fabrication Process	5/24/74	10/21/75

Foreign Counterparts

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Canada	1,030,271	George Lichtblau	Planar Circuit Fabrication Process	4/24/75
France	75.16150	" "	" "	5/23/75
Germany	P2523002	" "	" "	5/23/75
Gt. Britain	1,476,885	" "	" "	5/7/75
Italy	1,032,947	" "	" "	5/21/75
Mexico	141598	" "	" "	5/6/75

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U.S.	3,961,322	George Lichtblau	Real Time Signal Discrimination Circuitry	7/2/74	6/1/76

Foreign Counterparts

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Canada	1,035,422	George Lichtblau	Real Time Signal Discrimination Circuitry	6/26/75
France	75.20686	" "	" "	7/1/75
Germany	P2529589	" "	" "	7/3/75
Gt. Britain	1,514,982	" "	" "	7/1/75
Italy	1,036,405	" "	" "	7/1/75
Japan	1,020,182	" "	" "	7/2/75
Mexico	141,261	" "	" "	6/27/75

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U. S.	4,117,466	George Lichtblau	Beat Frequency Interference Rejection Circuit	3/14/77	9/26/78

PATENTS

(Cont. of U. S. 4,117,466)

Foreign Counterparts

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Australia	511099	George Lichtblau	Beat Frequency Interference Rejection Circuit	5/20/77
Canada	1,073,076	" "	" " "	3/14/77
Denmark	147169	" "	" " "	4/29/77
France	7716143	" "	" " "	5/26/77
Germany	P2725169.0	" "	" " "	6/3/77
Gt.Britain	1,580,412	" "	" " "	5/12/77
Italy	1,082,816	" "	" " "	5/11/77
Japan	UM19111/83	" "	" " "	5/23/77
Mexico	143644	" "	" " "	9/29/77
Rep.So.Africa	77/2858	" "	" " "	5/13/77
Spain	459235	" "	" " "	5/27/77
Sweden	7704988.0	" "	" " "	4/29/77

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U.S.	4,168,496	George Lichtblau	Quasi-Stationary Noise Cancellation System	10/5/77	9/18/79

Foreign Counterparts

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Australia	518385	George Lichtblau	Quasi-Stationary Noise Cancellation System	9/1/78
Canada	1,118,865	" "	" " "	9/25/78
Denmark	158,420	" "	" " "	10/4/78
France	78.27491	" "	" " "	9/26/78
Germany	P2843293.1	" "	" " "	10/4/78
Gt.Britain	2005518	" "	" " "	9/14/78
Italy	1,108,102	" "	" " "	10/4/78
Japan	UM77207/84	" "	" " "	10/3/78
Mexico	144458	" "	" " "	9/26/78
Rep.So.Africa	78/4992	" "	" " "	9/1/78
Spain	473,683	" "	" " "	9/26/78
Sweden	7810387.6	" "	" " "	10/4/78



PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U.S.	4,243,980	George Lichtblau	Antenna System for Electronic Security Installations	2/17/78	1/6/81

Foreign Counterparts

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Australia	531513	George Lichtblau	Antenna System for Electronic Security Installations	2/7/79
Canada	1,138,990	" "	" " "	2/9/79
Denmark	156857	" "	" " "	2/16/79
France	2,427,697	" "	" " "	2/16/79
Germany	P2904978	" "	" " "	2/9/79
Gt. Britain	2,014,796	" "	" " "	2/8/79
Italy	1,118,373	" "	" " "	2/16/79
Japan	UM1642619	" "	" " "	2/15/79
Mexico	147098	" "	" " "	4/17/79
Rep. So. Africa	79/0542	" "	" " "	2/8/79
Spain	477,673	" "	" " "	1/16/79
Sweden	7901420.5	" "	" " "	2/16/79

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U.S.	4,260,990	George Lichtblau	Asymmetrical Antennas for use in Electronic Security Systems	11/8/79	4/7/81

Foreign Counterparts

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Australia	538,552	George Lichtblau	Asymmetrical Antennas for use in Electronic Security Systems	10/6/80
Canada	1,150,829	" "	" " "	10/10/80
Denmark	161176	" "	" " "	11/7/80
France	8023872	" "	" " "	11/7/80
Germany	P3042088	" "	" " "	11/7/80
Gt. Britain	2,062,969	" "	" " "	11/7/80
Italy	1,129,350	" "	" " "	10/30/80
Japan	UM77721/89	" "	" " "	11/6/80
Mexico	149471	" "	" " "	11/6/80
Rep. So. Africa	80/6638	" "	" " "	10/29/80
Spain	496174	" "	" " "	10/22/80
Spain (Div.#1)	507544	" "	" " "	11/27/81
Spain (Div.#2)	519459	" "	" " "	2/1/83
Sweden	8007830.6	" "	" " "	11/7/80

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PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U.S.	4,251,808	George Lichtblau	Shielded Balanced Loop Antennas for Electronic Security Systems	11/15/79	2/17/81

Foreign Counterparts

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Australia	530083	George Lichtblau	Shielded Balanced Loop Antennas for Electronic Security Systems	10/6/80
Canada	1,148,630	" "	" "	10/10/80
Denmark	158,686	" "	" "	11/14/80
France	80 24264	" "	" "	11/14/80
Germany	P3043026.3	" "	" "	11/14/80
Gt. Britain	2,063,569	" "	" "	11/14/80
Italy	1,129,351	" "	" "	10/30/80
Japan	1607313	" "	" "	11/12/80
Mexico	148,678	" "	" "	11/11/80
Rep. So. Africa	80/6639	" "	" "	11/15/80
Spain	496,218	" "	" "	10/23/80
Spain (Div.)	507188	" "	" "	11/16/81
Sweden	8007986.6	" "	" "	11/14/80

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>	<u>Issue Date</u>
U.S.	4,498,076	George Lichtblau	Resonant Tag and Deactivator for use in an Electronic Security System	5/10/82	2/5/85

Foreign Equivalents

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Argentina	241064	George Lichtblau	Resonant Tag and Deactivator for use in an Electronic Security System	8/14/84
Bulgaria	66217	" "	" "	7/12/84
Canada	1,227,847	" "	" "	6/8/84
Czech	278,682	" "	" "	6/20/84
Germany	220467-A5	" "	" "	6/27/84
Greece	82442	" "	" "	7/26/84
India	163532	" "	" "	7/6/84
Ireland	56656	" "	" "	6/15/84
Israel	72143	" "	" "	6/18/84
Mexico	159013	" "	" "	8/13/84
Mexico (div.)	174043	" "	" "	8/13/84
New Zealand	208526	" "	" "	6/15/84
Poland	150494	" "	" "	7/27/84

PATENTS

Foreign Equivalents of U.S. 4,498,076 (cont'd)

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Poland (Div.1)	155969	George Lichtblau	Resonant Tag and Deactivator for use in an Electronic Security System	10/7/88
Poland (Div.2)	154261	" "	" "	10/24/88
Portugal	78908	" "	" "	7/13/84
Rep.So.Africa	84/4812	" "	" "	6/26/84
Slovak Rep.	277687	" "	" "	6/20/84
Spain	535180	" "	" "	8/14/84
Spain (Div.#1)	548487	" "	" "	11/2/85
Spain (Div.#2)	548486	" "	" "	11/2/85
Spain (Div.#3)	556,853	" "	" "	7/1/86
Spain (Div.#4)	556,854	" "	" "	7/1/86
Spain (Div.#5)	556,855	" "	" "	7/1/86
Spain (Div.#6)	556,856	" "	" "	7/1/86
Spain (Div.#7)	556,857	" "	" "	7/1/86
Spain (Div.#8)	556,858	" "	" "	7/1/86
Spain (Div.#9)	556,859	" "	" "	7/1/86
Spain (Div.10)	556,860	" "	" "	7/1/86
Spain (Div.11)	556,861	" "	" "	7/1/86
Spain (Div.12)	556,852	" "	" "	7/1/86
Taiwan	UM31699	" "	" "	7/27/84
Turkey	23.006	" "	" "	8/29/84
Yugoslavia	46285	" "	" "	7/24/84
Yugo. (Div.)	46170	" "	" "	7/24/84

U. S. Patent 4,498,076 was filed under the Patent Cooperation Treaty PCT/US84/00613, EP 84901894.0 in the following countries:

<u>Country</u>	<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>File Date</u>
Australia	584,306	George Lichtblau	Resonant Tag and Deactivator for use in an Electronic Security System	4/23/84
Brazil	PI-8407314	" "	" "	4/23/84
Switz/Liech.	669,858	" "	" "	4/23/84
Switz.(Div.)	673,722	" "	" "	10/17/88
Denmark	165,914	" "	" "	4/23/84
Finland	84,668	" "	" "	4/23/84
France/ Belgium	EP0181327	" "	" "	4/23/84
U.Kingdom	2173073	" "	" "	4/23/84
Japan	1,677,440	" "	" "	4/23/84
Luxembourg	WO85/04975	" "	" "	4/23/84
Monaco	86.1736	" "	" "	4/23/84
Norway	169,411	" "	" "	4/23/84
Sweden	8505999-6	" "	" "	4/23/84

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement, dated as of November \_\_, 1999 (the "Agreement"), made by the Grantors parties thereto for the benefit of FIRST UNION NATIONAL BANK, as Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.

2. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) of the Agreement.

3. The terms of Sections 6.3(c) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 of the Agreement.

[NAME OF ISSUER]

By \_\_\_\_\_

Name:

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax:

ASSUMPTION AGREEMENT, dated as of \_\_\_\_\_, \_\_\_\_\_, made by \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Additional Grantor"), in favor of FIRST UNION NATIONAL BANK, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

**WITNESSETH:**

WHEREAS, CHECKPOINT SYSTEMS, INC. (the "Borrower"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of October 27, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of November \_\_, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

**2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: \_\_\_\_\_  
Name:  
Title:

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

Supplement to Schedule 6

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE  
NEW YORK, N.Y. 10017-3954  
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

(212) 455-7227

E-MAIL ADDRESS

k\_ahrend@stblaw.com

EXPRESS MAIL

March 16, 2000

Re: Recordation of Guarantee and Collateral Agreement

Commissioner of Patents and Trademarks  
U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, DC 20231

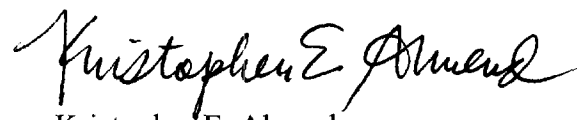
Dear Madam or Sir:

Enclosed for recording please find a Guarantee and Collateral Agreement in favor of First Union National Bank, as Administrative Agent covering 28 U.S. trademark registrations and 15 U.S. trademark application.

A check for \$ 1,090.00 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,

  
Kristopher E. Ahrend

Enclosure

COLUMBUS

LOS ANGELES

PALO ALTO

LONDON

HONG KONG

TOKYO

SINGAPORE

RECORDED: 03/16/2000

TRADEMARK  
REEL: 002051 FRAME: 0967