

04-12-1999

FORM PTO-1584
(Rev. 6-93)

RE



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0251-0011 (exp. 4/94)

TRD 4:9:99
Tab settings

100960057

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

1. Name of conveying party(ies):

Eagle OPG, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: April 5, 1999

2. Name and address of receiving party(ies)

Name: Mercantile Bank National Association

Internal Address:

Street Address: One Mercantile Center

City: St. Louis State: MO ZIP: 63101

- Individual(s) citizenship
- Association National banking
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

See Attached Schedule

B. Trademark Registration No.(s)

See attached Schedule

Additional numbers attached? Yes No

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

Name: Mitzi G. Cherry

Internal Address: Thompson Coburn LLP

Street Address: One Mercantile Center

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 3.41).....\$ 1540 E

- Enclosed
- Authorized to be charged to deposit account

IF FEE IS DEFICIENT ONLY

8. Deposit account number:

20-0823

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mitzi G. Cherry

Name of Person Signing

Signature

4/8/99

Date

Total number of pages including cover sheet, attachments, and document: 22

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

TRADEMARK
REEL: 1838 FRAME: 0089

04/12/1999
01 FC:481
02 FC:482
130041
400086
150000

SCHEDULE C

United States Trademarks

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Exp. Date</u>
1,030,041	Accordion	01/13/76	01/13/2006
1,682,017	Accordion Design	04/07/92	01/07/2002
1,767,442	Alliance	04/27/93	04/27/2003
1,106,078	Cardinal	11/14/78	11/14/2008
1,194,319	Cardinal Inflight Design	04/27/82	04/27/2002
1,697,599	Careermates	06/30/92	06/30/2002
1,305,880	Career Gear	11/20/84	11/20/2004
1,237,301	The Case	05/10/83	05/10/2003
1,972,395	Columbia	11/06/73	11/06/2003
1,103,237	Collusion and Design	10/07/97	10/07/2007
1,604,566	Crawford	07/03/90	07/03/2000
1,768,059	Desk Essentials	04/27/93	04/27/2003
2,153,748	Diamond Lock	04/28/98	04/28/2008
2,153,753	Diamond Lock and Design	04/28/98	04/28/2008
1,852,389	Duracolor	09/06/94	09/06/2004
1,854,633	Duracolor	09/20/94	09/20/2004
1,789,352	Durasilk	08/24/93	08/24/2003
1,129,552	Easy Lok	01/22/80	01/22/2000
1,234,110	Easy Open	04/05/83	04/05/2003
1,741,284	Eco Organizer	12/22/92	12/22/2002
1,130,347	El Cid (Stylized)	02/05/80	02/05/2000
69,605	Everyday	06/23/08	06/23/2008
1,817,423	Expand-A-Pocket	01/18/94	01/18/2004
1,072,207	EZ-Index	08/30/77	08/30/2007
729,733	EZY-Index	04/10/62	04/10/2002
1,773,593	EZY-Lock	05/25/93	05/25/2003
1,240,298	File-In-A-Box	05/21/83	05/21/2003
1,239,405	Get The Inside Story	05/24/83	05/24/2003
1,624,788	Globe-Weis	11/27/90	11/27/2000
1,935,270	Globalfile	11/14/95	11/14/2005

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Exp. Date</u>
907,360	Hazel (Stylized)	02/09/71	02/09/2001
1,112,712	Hazel (Stylized)	02/06/79	02/06/99
1,325,721	Hazel (Stylized)	03/19/85	03/19/2005
1,267,916	Hinge Design	02/21/84	02/21/2004
1,899,853	Indextra	06/13/95	06/13/2005
1,401,955	Keyrest	07/22/86	07/22/2006
775,856	Letha-Tone	08/25/64	08/25/2004
599,974	Lit-Ning	12/28/54	12/28/2004
865,998	Lit-Ning	03/11/69	03/11/2009
1,125,806	Lit-Ning	10/09/79	10/09/99
1,625,949	Maze Design	12/04/90	12/04/2000
1,265,710	Onestep and Design	01/31/84	01/31/2004
1,924,609	Outrigger	10/03/95	10/03/2005
1,791,583	Park Place	09/07/93	09/07/2003
1,360,512	Plan-A-Rama	09/17/85	09/17/2005
1,107,257	Quick Snap	11/28/78	11/28/98
1,267,924	Repromaster and Design	02/21/84	02/21/2004
1,098,778	Slant-D	08/08/78	08/08/2008
1,059,260	Stafford	02/15/77	02/15/2007
604,461	Steelmaster and Design	04/12/55	04/12/2005
2,062,495	Steelmaster and Design	05/20/97	05/20/2007
525,683	Streamliner	05/30/50	05/30/2000
2,084,591	Tags 4 U	07/29/97	07/29/2007
972,899	Thinguard	11/13/73	11/13/2003
1,244,426	Tidy Desk	07/05/83	07/05/2003
830,183	Verti-Swing	06/13/67	06/13/2007
1,122,165	We Put Everything In Its Place	07/17/79	07/17/99
1,896,204	Write 'N Erase	05/30/95	05/30/2005
1,301,547	Xtralife	10/23/84	10/23/2004
1,403,102	XV (Stylized)	07/29/86	07/29/2006
1,916,307	Z Bag	09/05/95	09/05/2005

PATENT, TRADEMARK AND LICENSE
SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 5th day of April, 1999, by EAGLE OPG, INC., a Missouri corporation ("Debtor"), in favor of MERCANTILE BANK NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, the "Agent") for itself (in such capacity, "Mercantile"), Comerica Bank, a Michigan state banking corporation ("Comerica"), and any other entity which now or at any time hereafter shall execute the Loan Agreement (as hereinafter defined) as a "Bank" together with their respective affiliates (collectively, the "Banks") and/or the Note Purchase Agreement (as hereinafter defined) as a "Noteholder" (collectively, the "Noteholders") (the Banks and the Noteholders are collectively referred to herein as the "Lenders").

WITNESSETH:

WHEREAS, Debtor is justly obligated to the Banks and Agent pursuant to that certain Loan Agreement dated the date hereof by and among Debtor, Agent and the Lenders (as the same may be amended, modified, extended or renewed, the "Loan Agreement"; capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, Debtor is justly obligated to the Noteholders and Agent pursuant to that certain Note Purchase Agreement dated the date hereof by and among Debtor, Agent and the Noteholders (as the same may be amended, modified, extended or renewed, the "Note Purchase Agreement"); and

WHEREAS, as a condition precedent to the Agent and the Lenders entering into the Loan Agreement and the Note Purchase Agreement, the Agent and the Lenders have required that Debtor execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and the Note Purchase Agreement, Debtor has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders;

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement under which Debtor has granted to the Agent for the ratable benefit of the Lenders a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill, patents and trademarks now owned or hereafter acquired by Debtor and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and lien on, all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other party, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks;
and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the present and future Borrower's Obligations (as defined in the Loan Agreement) and Obligations (as defined in the Note Purchase Agreement) (hereinafter collectively referred to "Secured Obligations").

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to the Agent and each of the Lenders, and covenants and agrees with the Agent and each of the Lenders, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Debtor in the Loan Agreement);

(b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) Except as specifically disclosed in the Loan Agreement (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Except as specifically disclosed in the Loan Agreement, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons, excluding only security interests granted to the Agent for the ratable benefit of the Lenders;

(e) Debtor has the unqualified right to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement, except in the ordinary course of its business; and

(h) Except as specifically disclosed in the Loan Agreement, Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

3. Inspection Rights; Product Quality. Debtor will permit, upon at least one (1) Domestic Business Day's prior oral or written notice from the Agent or any of the Lenders to Debtor (provided, however, that no such notice need be given by the Agent or any of the Lenders if any Default or Event of Default under the Revolving Credit Agreement has occurred and is continuing), inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by the Agent and each of the Lenders during normal business hours and at other reasonable times. Debtor will reimburse the Agent and each of the Lenders upon demand for all costs and expenses incurred by Agent or any of the Lenders in connection with any such inspection conducted by Agent or any of the Lenders while any Default or Event of Default under the Credit Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the forgoing.

4. Further Assurances. Debtor agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) no Letters of Credit shall be outstanding and (iii) the Lenders have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Debtor under the Revolving Credit Agreement, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Revolving Credit Agreement, without the prior written consent of the Required Lenders (which term shall mean prior to the Conversion Date (as defined in the Note Purchase Agreement) the Required Banks (as defined in the Loan Agreement) together with the Requisite Noteholders (as defined in the Note Purchase Agreement) and after the

Conversion Date, only the Required Banks) and Debtor agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Debtor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed the Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give the Agent prompt written notice thereof.

6. Modification by Agent. Debtor authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor, for Debtor's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the following order: (i) if prior to the Conversion Date (as defined in the Note Purchase Agreement, ratably among the Lenders and (ii) if after the Conversion Date, first ratably among the Banks and secondly, ratably among the Noteholders. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to Debtor at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent and/or the Lenders of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from the Agent or any of the Lenders to Debtor. If an Event of Default shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring

suit in its own name (for the benefit of itself and the Lenders, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Debtor shall pay all of the Secured Obligations in full, (ii) no Letters of Credit are outstanding, (iii) the Lenders shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Debtor under the Loan Agreement or the Note Purchase Agreement and (iv) the Loan Agreement and the Note Purchase Agreement shall be terminated, this Agreement shall terminate and the Agent shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish the Agent's security interest therein, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Adjusted Prime Rate (which interest rate shall fluctuate as and when the Adjusted Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.

11. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Agent Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Debtor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall

operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Agent and consented to by the Required Lenders, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Debtor and the Agent have executed this Patent, Trademark and License Security Agreement this 5th day of April, 1999.

EAGLE OPG, INC. ("Debtor")

By 

Title: Chairman, President and CEO

MERCANTILE BANK NATIONAL
ASSOCIATION, as Agent
(the "Agent")

By 

Title: ASSISTANT Vice President

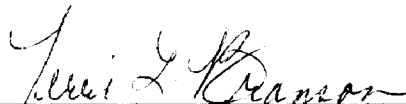
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

On this 5th day of April, 1999, before me personally appeared Albert E. Fontenot, Jr. to me personally known, who, being by me duly sworn, did say that he is the Chairman of EAGLE OPG, INC., a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Chairman acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)



Terri L. Branson Notary Public
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expn. 03/01/2001

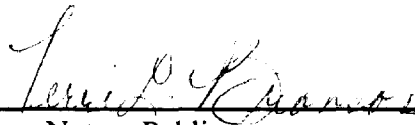
My Commission Expires: _____.

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

On this 5th day of April, 1999, before me appeared Julie K. Wisniewski, to me personally known, who, being by me duly sworn, did say that she/he is a Asst. Vice President of MERCANTILE BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Asst. Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)



Terri L. Branson Notary Public
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Exp. 03/01/2001

My Commission Expires: _____.

SCHEDULE A

United States Patents

<u>Patent No.</u>	<u>Invention</u>	<u>Issue Date</u>	<u>Exp. Date</u>
4,355,821	Display binder	10/26/82	10/26/99
4,397,904	Hinge for Thermoplastic Material	08/09/83	08/09/2000
4,844,387	Adjustable Monitor Arm	07/04/89	07/04/2006
5,118,137	Expansion Pocket	06/02/92	06/02/09
5,261,701	Expansion Pocket	11/16/93	11/16/2010
5,299,879	Index Sheet Assembly (One step more)	04/05/94	04/05/2011
5,411,293	Double Cover Ring Binder	05/02/95	05/02/2012
5,445,251	Binder or Portfolio (Desk Express)	08/25/95	08/25/2012
5,564,623	Durable Case Formed From an Expanded High Density Polyethylene (Custom Products)	10/15/96	10/15/2013
5,618,061	Folder with Slide Stiffener Assembly	04/08/97	09/21/2015
5,687,819	Portfolio With Sliding Organizer	12/18/97	07/25/2015
5,698,604	Durable Case Formed From an Expanded High Density Polyethylene	12/16/97	10/15/2013
5,720,564	Binder with Label Holder	02/24/98	03/16/2016
Des 276,921	Slidable Retainer for Flexible Post Binder	12/25/84	12/25/98
Des 325,928	Looseleaf Binder Pocket	05/05/92	05/05/2006
Des 356,337	Horizontal/vertical organizer with insert (Contours)	03/14/95	03/14/2009
1,181,312	Hinge for Thermoplastic Material	01/22/85	01/22/2002
1,191,316	Hinge for Thermoplastic Material	08/06/85	08/06/2002
2,053,372	Expansion Pocket	02/27/96	02/27/2016
2,106,456	Index Sheet Assembly	06/23/98	09/17/2013
Des. 56,303	Notebook Pocket Design	05/13/86	05/13/96
EPO-0500395	Expansion Pocket	08/09/95	02/12/2012
EPO-0500395	Expansion Pocket	08/09/95	02/12/2012
EPO-0500395	Expansion Pocket	08/09/95	02/12/2012

SCHEDULE B

United States Patent Applications

UNITED STATES

08/099090	Value Added Insert
08/619179	Binder with Label Holder (Spine View label)
	Diamond lock for CD case (Custom Products)
	Poly large insertable index
	One piece One Step More

SCHEDULE C

United States Trademarks

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Exp. Date</u>
1,030,041	Accordion	01/13/76	01/13/2006
1,682,017	Accordion Design	04/07/92	01/07/2002
1,767,442	Alliance	04/27/93	04/27/2003
1,106,078	Cardinal	11/14/78	11/14/2008
1,194,319	Cardinal Inflight Design	04/27/82	04/27/2002
1,697,599	Careermates	06/30/92	06/30/2002
1,305,880	Career Gear	11/20/84	11/20/2004
1,237,301	The Case	05/10/83	05/10/2003
1,972,395	Columbia	11/06/73	11/06/2003
1,103,237	Collusion and Design	10/07/97	10/07/2007
1,604,566	Crawford	07/03/90	07/03/2000
1,768,059	Desk Essentials	04/27/93	04/27/2003
2,153,748	Diamond Lock	04/28/98	04/28/2008
2,153,753	Diamond Lock and Design	04/28/98	04/28/2008
1,852,389	Duracolor	09/06/94	09/06/2004
1,854,633	Duracolor	09/20/94	09/20/2004
1,789,352	Durasilk	08/24/93	08/24/2003
1,129,552	Easy Lok	01/22/80	01/22/2000
1,234,110	Easy Open	04/05/83	04/05/2003
1,741,284	Eco Organizer	12/22/92	12/22/2002
1,130,347	El Cid (Stylized)	02/05/80	02/05/2000
69,605	Everyday	06/23/08	06/23/2008
1,817,423	Expand-A-Pocket	01/18/94	01/18/2004
1,072,207	EZ-Index	08/30/77	08/30/2007
729,733	EZY-Index	04/10/62	04/10/2002
1,773,593	EZY-Lock	05/25/93	05/25/2003
1,240,298	File-In-A-Box	05/21/83	05/21/2003
1,239,405	Get The Inside Story	05/24/83	05/24/2003
1,624,788	Globe-Weis	11/27/90	11/27/2000
1,935,270	Globalfile	11/14/95	11/14/2005

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Exp. Date</u>
907,360	Hazel (Stylized)	02/09/71	02/09/2001
1,112,712	Hazel (Stylized)	02/06/79	02/06/99
1,325,721	Hazel (Stylized)	03/19/85	03/19/2005
1,267,916	Hinge Design	02/21/84	02/21/2004
1,899,853	Indextra	06/13/95	06/13/2005
1,401,955	Keyrest	07/22/86	07/22/2006
775,856	Letha-Tone	08/25/64	08/25/2004
599,974	Lit-Ning	12/28/54	12/28/2004
865,998	Lit-Ning	03/11/69	03/11/2009
1,125,806	Lit-Ning	10/09/79	10/09/99
1,625,949	Maze Design	12/04/90	12/04/2000
1,265,710	Onestep and Design	01/31/84	01/31/2004
1,924,609	Outrigger	10/03/95	10/03/2005
1,791,583	Park Place	09/07/93	09/07/2003
1,360,512	Plan-A-Rama	09/17/85	09/17/2005
1,107,257	Quick Snap	11/28/78	11/28/98
1,267,924	Repromaster and Design	02/21/84	02/21/2004
1,098,778	Slant-D	08/08/78	08/08/2008
1,059,260	Stafford	02/15/77	02/15/2007
604,461	Steelmaster and Design	04/12/55	04/12/2005
2,062,495	Steelmaster and Design	05/20/97	05/20/2007
525,683	Streamliner	05/30/50	05/30/2000
2,084,591	Tags 4 U	07/29/97	07/29/2007
972,899	Thinguard	11/13/73	11/13/2003
1,244,426	Tidy Desk	07/05/83	07/05/2003
830,183	Verti-Swing	06/13/67	06/13/2007
1,122,165	We Put Everything In Its Place	07/17/79	07/17/99
1,896,204	Write 'N Erase	05/30/95	05/30/2005
1,301,547	Xtralife	10/23/84	10/23/2004
1,403,102	XV (Stylized)	07/29/86	07/29/2006
1,916,307	Z Bag	09/05/95	09/05/2005

LIST OF DEBTOR'S UNREGISTERED TRADEMARKS

BasicValue	DuraPoly	Power Poly
BlindEdge Weld	EconomyValue	QuickStep
Business Advantage	Euro	Showfile
Business Basics	File Express	SpineVue
ClearVue	GlideRing	Steelmaster Lit-Ning
ColorVue	MicroFine	SureLock
The Computer Bag	Performer	TitleVue
Contours	PolyBinders	Westport
DataGuard	PolyColors	World Travelers
Desk Express	POLYtex	XtraValue

SCHEDULE D

United States Trademark Applications

None pending.

SCHEDULE E

Licenses

Tradenname License Agreement between Debtor and American Trading and Production Corporation dated April 5, 1999 giving Debtor a license to use the following tradenames (and variations thereof) and phone numbers and websites for a limited time:

Atapco Office Products Group
Atapco Consumer Products Division
Atapco Commercial Products Division
American Trading and Production Corporation
Atapco/Hazel
Atapco Canada, Limited
Atapco de Mexico S.A. de C.V.
Atapco Azteca S.A. de C.V.
Inmuebles Atapco Azteca S.A. de C.V.
Centro Industriale Atapco Azteca
Atapco de Matamoros S.A. de C.V.
www.atapco-opg.com
www.atapco-comdiv.com
Phone number: 800 282-7261 (1-800-ATAPCO-1)
Fax number: 800 282-7329 (1-800 ATAPFAX)

Debtor has the right to use the following trademarks under license: Hig-Durable, Duraclip, HOLDit, DuraQuick, and VarioClip.

Software license dated July 3, 1996 between Get Paid Software and Atapco/Hazel for accounts receivable tracking software, as assigned to Debtor.

Software license agreement dated December 11, 1987 between American Software, Inc. and Atapco Office Products Group for AS-400 business management package including accounting and operational modules, as assigned to Debtor.

Trademark license agreement dated December 11, 1998 between Schepp-Turner Productions, L.L.P. and Atapco Office Products Group ("licensee") granting licensee the right to apply Whiskers N' Tales trademark and copyrighted artwork on certain products in mass market and commercial office product distribution channels in the United States and Canada, as assigned to Debtor.

Web Site Hosting Agreement dated May 12, 1998 with World Wide Technology, Inc. for www.custombinders.com, as assigned to Debtor

Agreement dated April 1997 between Distribution Sciences, Inc. and Atapco Office Products authorizing Atapco Office Products to use certain freight logistics management software, as assigned to Debtor.

