

01-14-1999

RECORDATION FORM

TRADEMA

100 JAN 12 PM 3:16



100942111

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

MAILED 1-5-99

OFFICE OF FINANCE

1. Name and address of conveying party(ies):  
 Joshua Meier Corp.  
 205 South Puente Street  
 Brea, CA 92821

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

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

2. Name and address of receiving party(ies):  
 Name Fleet National Bank  
 Internal Address  
 Street Address One Federal Street  
 City Boston State MA ZIP 02110

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

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

Execution Date October 6, 1998

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) 7

5. Trademark Application No(s)

1,329,483	710,097
1,961,711	711,243
733,973	773,631
786,185	

6. Trademark Registration No(s)

Additional numbers attached?  Yes  No

7. Name and address of party to whom correspondence concerning document should be mailed:  
 Name Felicia Pakalnis  
 Internal Address Palmer & Dodge  
 Street Address One Beacon Street

8. Total number of applications and registrations involved: 7

9. Total fee (37 CFR 3.41) \$ 190.00  
 Enclosed  
 Authorized to be charged to deposit account

10. Deposit account number 16/0085  
 (Attach duplicate copy of this page if paying by deposit account)

01/14/1999 DNGUYEN 00000049 1329483

01 FC:461 40.00 OF  
 02 FC:462 150.00 OF

City Boston State MA ZIP 02108

11. 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.

Name of Person Signing Felicia Pakalnis  
 Signature   
 Date 1-5-99

Total number of pages comprising cover sheet, attachments, and document 33

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## SCHEDULES

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# AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of October 6, 1998

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of October 6, 1998, by and between JOSHUA MEIER CORP., a Delaware corporation having its principal place of business at 205 South Puente Street, Brea, California 92821 ("Pledgor"), in favor of FLEET NATIONAL BANK, as administrative agent for itself and the other Lenders and Agents under the Credit Agreement described below, having an office at One Federal Street, Boston, Massachusetts 02110 (the "Administrative Agent"). The Administrative Agent, the Syndication Agent, the Arranger (each as defined below), the other Agents and the Lenders are herein collectively referred to from time to time as the "Secured Parties." This Agreement amends and restates in its entirety the Intellectual Property Security Agreement dated as of August 15, 1997 by and between Pledgor and the Administrative Agent.

## RECITALS

A. Pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time in accordance with the terms thereof and in effect, the "Credit Agreement") by and among 20th Century Plastics, Inc. ("Plastics"), Direct Mail, Inc. ("DMI") (Plastics and DMI, collectively called the "Borrowers"), the Guarantors and Lenders party thereto, the Administrative Agent and Merrill Lynch & Co., Merrill Lynch, Pierce Fenner & Smith Incorporated, as syndication agent and lead arranger (the "Syndication Agent" and "Arranger"), the Lenders agreed to make certain Revolving Credit and Term Loans to the Borrowers. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

B. Pledgor is the owner of the Pledged Collateral (as defined herein)

C. It is a condition precedent to the Lenders' obligations to make the Revolving Credit and Term Loans that Pledgor shall execute and deliver the applicable Loan Documents, including this Agreement.

D. This Agreement is given by Pledgor in favor of the Administrative Agent for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations (as defined in Section 2).

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor and the Administrative Agent hereby agree as follows

1. Pledge. Pledgor hereby pledges and grants to the Administrative Agent for itself and for the benefit of the other Secured Parties a continuing first priority security interest in of Pledgor's all right, title and interest, whether now existing or hereafter acquired, in and to the

following property (collectively, the "Pledged Collateral") to secure all of the Secured Obligations:

(a) Patents issued or assigned to and all patent applications made by Pledgor to the extent owned by Pledgor and all exclusive licenses to Pledgor from third parties or rights to use patents owned by such third parties (except to the extent such assignment would violate or invalidate such license or rights to use), including, without limitation, the patents, patent applications and exclusive licenses listed on Schedule A hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(b) Trademarks (including service marks), federal and state trademark registrations and applications made by Pledgor (other than Federal Intent To Use Applications prior to the filing of the verified statement of use under 15 U.S.C. § 1051(d)), common law trademarks and trade names owned by or assigned to Pledgor, all registrations and applications for the foregoing and all exclusive licenses from third parties of the right to use trademarks of such third parties (except to the extent such assignment would violate or invalidate such license or rights to use), including, without limitation, the registrations, applications, unregistered trademarks, service marks and exclusive licenses listed on Schedule B hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(c) Copyrights, whether statutory or common law, owned by or assigned to Pledgor, and all exclusive licenses (or non-exclusive licenses with respect to software products) to Pledgor from third parties to use copyrights owned by such third parties (except to the extent such assignment would violate or invalidate such license or rights to use), including, without limitation, the registrations, applications and exclusive licenses listed on Schedule C hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(d) The entire goodwill of Pledgor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulae) connected with the use of and symbolized by Trademarks of Pledgor; and

(e) All Proceeds (as defined under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "UCC") or other relevant law) of any of the foregoing, and in any event including, without limitation, any and all (1) proceeds of any insurance, indemnity, warranty or guaranty payable to the Administrative Agent or to Pledgor from time to time with respect to any of the Pledged Collateral, (2) payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (3) instruments representing amounts receivable by Pledgor in respect of any Patents, Trademarks or Copyrights, (4) products of the Pledged Collateral to the extent owned by Pledgor and (5) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

2. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Debtor (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest on the Loans,

(b) Any and all other obligations of the Borrowers or any of the other Credit Parties or Subsidiaries to the Secured Parties under the Credit Agreement or under any agreement or instrument relating thereto, all as amended from time to time, including without limitation any Hedging Agreements, and

(c) Any and all other Guaranteed Obligations of the Credit Parties or Subsidiaries to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising, including, without limitation, any and all other fees, premiums, penalties or other Guaranteed Obligations of the Debtor to the Secured Parties or any of them.

3. No Release. Nothing set forth in this Agreement shall relieve Pledgor from the performance of any term, covenant, condition or agreement on Pledgor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or impose any obligation on the Administrative Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on Pledgor's part to be so performed or observed or impose any liability on the Administrative Agent or any other Secured Party for any act or omission on the part of Pledgor relating thereto or for any breach of any representation or warranty on the part of Pledgor contained in this Agreement or any other Loan Document or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of Pledgor contained in this Section 3 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder and under the other Loan Documents

4. Supplements; Further Assurances. Pledgor (1) agrees that it will join with the Administrative Agent in executing and, at its own expense, will file and refile, or permit the Administrative Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement and exclusive licenses to use

software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices and the United States Copyright Office), as the Administrative Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Administrative Agent for the benefit of the Secured Parties hereunder, and (2) hereby authorizes the Administrative Agent to file financing statements and amendments, relative to all or any part thereof, without the signature of Pledgor where permitted by law and agrees to do such further acts and things, and to execute and deliver to the Administrative Agent such additional assignments, agreements, powers and instruments, as the Administrative Agent may reasonably require to carry into effect the purposes of this Agreement or better to assure and confirm unto the Administrative Agent its respective rights, powers and remedies hereunder. Pledgor shall, upon the reasonable request of the Administrative Agent, and hereby authorizes the Administrative Agent to, take any and all such actions as may be deemed advisable by the Administrative Agent to perfect and preserve the rights and interests granted to the Administrative Agent for the benefit of the Secured Parties with respect to the Pledged Collateral wherever located. All of the foregoing shall be at the sole cost and expense of Pledgor.

5. Representations and Warranties of Pledgor. Pledgor hereby represents and warrants to the Secured Parties as follows:

(a) Pledgor is, and, as to Pledged Collateral acquired by it from time to time after the date hereof, Pledgor will be, except as indicated on the Schedules attached hereto, the sole and exclusive owner or, as applicable, licensee of all Pledged Collateral. The pledge and security interest created by this Agreement shall not at any time be subject to any prior lien, pledge, security interest, encumbrance, license, assignment, collateral assignment or charge of any kind, including, without limitation, any filing or agreement to file a financing statement as debtor under the UCC or any similar statute or any subordination arrangement in favor of any party other than Pledgor (collectively, "Liens"), except for those Liens set forth on Schedule D hereto (collectively, "Prior Liens") and except as expressly permitted hereunder and under the Credit Agreement. Pledgor further represents and warrants to the Administrative Agent that Schedules A, B and C hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks and Copyrights owned by Pledgor and that Schedules D, E and F hereto are true and correct with respect to the matters set forth therein as of the date hereof.

(b) Pledgor has full corporate power, authority and legal right to pledge and grant a security interest in the Pledged Collateral in accordance with the terms of this Agreement and this Agreement has been duly and validly executed and delivered by Pledgor, constitutes the legal, valid and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) Except as set forth on Schedule E hereto and except for filings with the Patent and Trademark Office, under the UCC and under applicable foreign law, no authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any court (other than in connection with the exercise of judicial remedies),



governmental agency or regulatory authority, or with any securities exchange or any other Person is required in connection with (1) the pledge by Pledgor of the Pledged Collateral pursuant to this Agreement, or the execution, delivery or performance by Pledgor of this Agreement, (2) the grant of a security interest (including the priority thereof when the appropriate filings have been made and accepted) in, the Pledged Collateral by Pledgor in the manner and for the purpose contemplated by this Agreement or (3) the exercise of the rights and remedies of the Administrative Agent created hereby.

(d) Pledgor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Pledged Collateral, including, without limitation, appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, in each case including exclusive licenses and as otherwise requested from time to time by the Administrative Agent, except to the extent that any item of Pledged Collateral is not material to Pledgor's business and Pledgor has made a business decision to cease protecting its interests in such item of Pledged Collateral, but in any event all in a manner consistent with prudent and commercially reasonable business practices.

(e) Pledgor owns or has rights to use all the Pledged Collateral and all rights with respect to any of the foregoing used in, necessary for or material to Pledgor's business as currently conducted and as contemplated to be conducted pursuant to the Loan Documents. To Pledgor's best knowledge, the use of such Pledged Collateral and all rights with respect to the foregoing by Pledgor does not infringe on the rights of any Person and, except as set forth on Schedule F attached hereto, no material claim has been made and remains outstanding that Pledgor's use of the Pledged Collateral does or may violate the rights of any third person.

(f) Upon filings and the acceptance thereof in the appropriate offices under the UCC and in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will create a valid and duly perfected first priority lien and security interest in the United States in the Pledged Collateral, subject to no Liens other than Prior Liens.

## 6. Covenants.

(a) On a continuing basis, Pledgor will, at the expense of Pledgor, subject to any Prior Liens, make, execute, acknowledge and deliver, and file and record in the proper filing and recording offices, all such instruments or documents, including, without limitation, appropriate financing and continuation statements, exclusive licenses and collateral agreements, and take all such action (limited, as aforesaid, if applicable) as may reasonably be deemed necessary or appropriate by the Administrative Agent (1) to carry out the intent and purposes of this Agreement, (2) to assure and confirm to the Administrative Agent the grant or perfection of a security interest in the Pledged Collateral for the benefit of the Secured Parties, and (3) during the continuation of an Event of Default, to enable the Administrative Agent and the Secured Parties to exercise and enforce their rights and remedies hereunder with respect to any Pledged Collateral. Without limiting the generality of the foregoing, Pledgor:

(A) will not enter into any agreement that would impair or conflict with Pledgor's obligations hereunder;

(B) will, from time to time, upon the Administrative Agent's request, cause its books and records to be marked with such legends or segregated in such manner as the Administrative Agent may specify and take or cause to be taken such other action and adopt such procedures as the Administrative Agent may specify to give notice or to perfect the security interest in the Pledged Collateral intended to be conveyed hereby;

(C) will, promptly following its becoming aware thereof, notify the Administrative Agent of

(i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to Pledgor's business; or

(ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding Pledgor's claim of ownership in or right to use any of the Pledged Collateral material to Pledgor's business, its right to register the Pledged Collateral material to Pledgor's business, or its right to keep and maintain such registration in full force and effect.

(D) will properly maintain and protect the Pledged Collateral to the extent necessary or appropriate for the conduct of Pledgor's business (as presently conducted and as contemplated by the Loan Documents) and consistent with Pledgor's current practice in accordance with applicable statutory requirements,

(E) will not grant or permit to exist any Lien upon or with respect to the Pledged Collateral or any portion thereof except Liens in favor of the Administrative Agent for itself and the other Secured Parties or as permitted under this Agreement or the Credit Agreement and Liens permitted by Section 7 hereof, and will not execute any security agreement or financing statement covering any of the Pledged Collateral except in the name of the Administrative Agent for itself and the other Secured Parties or as permitted under this Agreement or the Credit Agreement;

(F) except in accordance with prudent and commercially reasonable business practices, will not permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to the Pledged Collateral without the consent of the Secured Parties, or contract for sale or otherwise dispose of the Pledged Collateral or any portion thereof except pursuant to Section 7 hereof;

(G) upon Pledgor obtaining knowledge thereof, will promptly notify the Administrative Agent in writing of any event which may reasonably be expected to materially adversely affect the value or utility of the Pledged Collateral or any portion thereof material to Pledgor's business, the ability of Pledgor or the Administrative Agent

to dispose of the Pledged Collateral or any portion thereof or the rights and remedies of the Administrative Agent or the Secured Parties in relation thereto including, without limitation, a levy or threat of levy or any legal process against the Pledged Collateral or any portion thereof;

(H) until the Administrative Agent exercises its rights to make collection, will diligently keep adequate records respecting the Pledged Collateral;

(I) subject to the first sentence of this Section 6(a), hereby authorizes the Administrative Agent, in its sole discretion, to file one or more financing or continuation statements and amendments thereto, relative to all or any part of the Pledged Collateral without the signature of Pledgor where permitted by law;

(J) will furnish to the Administrative Agent from time to time statements and amended schedules further identifying and describing the Pledged Collateral and such other materials evidencing or reports pertaining to the Pledged Collateral as the Administrative Agent may from time to time reasonably request, all in reasonable detail;

(K) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, license fees and similar taxes or impositions payable in respect of the Pledged Collateral, that, if not paid, could result in a Material Adverse Effect (as defined in the Credit Agreement), before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) Pledgor has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect;

(L) will comply in all material respects with all laws, rules and regulations applicable to the Pledged Collateral and

(M) will deposit with the Administrative Agent, at such times as the Administrative Agent shall reasonably request, a source code copy of all proprietary software owned by Pledgor as the Administrative Agent shall request which is material to the operation of Pledgor's business and such source code copy shall be of the most current version of such software and shall include all modifications and enhancements thereto and shall be annotated so as to be easily understood by a software technician of reasonable proficiency.

(b) If, before the Secured Obligations shall have been paid and satisfied in full in cash or cash equivalents and the obligations of the Lenders to make additional Loans under the Credit Agreement shall have terminated or expired, Pledgor shall: (1) obtain any rights to any additional Pledged Collateral or (2) become entitled to the benefit of any additional Pledged Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Patent, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and any item enumerated in clause 6(b)(1) or clause 6(b)(2) with respect to Pledgor shall automatically constitute Pledged Collateral if such would

have constituted Pledged Collateral at the time of execution of this Agreement, and be subject to the assignment, Lien and security interest created by this Agreement without further action by any party. Pledgor shall promptly provide to the Administrative Agent written notice of any of the foregoing. Pledgor shall, at least once in each calendar year, and not more than six months after the filing of any thereof, provide written notice to the Administrative Agent of all applications for Patents and all applications for registration of Trademarks or Copyrights made during the preceding calendar year or portion thereof. Pledgor agrees, promptly following the written request by the Administrative Agent, to confirm the attachment of the lien and security interest created by this Agreement to any rights described in clause 6(b)(1) or clause 6(b)(2) above if such would have constituted Pledged Collateral at the time of execution of this Agreement by execution of an instrument in form acceptable to the Administrative Agent.

(c) Pledgor authorizes the Administrative Agent to modify this Agreement by amending Schedules A, B and/or C annexed hereto to include any future Pledged Collateral of Pledgor, including, without limitation, any of the items listed in Section 6(b)

(d) Pledgor shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be useful or beneficial to the businesses of Pledgor to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in the Pledged Collateral unless such Pledged Collateral has become obsolete to, or no longer useful or beneficial to, Pledgor's business, as reasonably determined by Pledgor consistent with prudent and commercially reasonable business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by Pledgor. Except in accordance with prudent and commercially reasonable business practices, Pledgor shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright without the consent of the Administrative Agent if such Patent, Trademark or Copyright is useful or beneficial to the businesses of Pledgor to which the same pertains.

7. Transfers and Other Liens. Pledgor will not (a) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral except for licensing in the ordinary course of business and such other transactions as may be permitted under the Credit Agreement or (b) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral, except for Liens for taxes, assessments or government charges or claims the payment of which is not at the time required and inchoate Liens imposed by law (each of which shall, except to the extent otherwise required by law, be subordinate to the lien created by this Agreement), Liens permitted by the Credit Agreement and the Lien granted to the Administrative Agent for the benefit of the Secured Parties under this Agreement.

8. Remedies upon Default.

(a) If any Event of Default shall have occurred and be continuing, the Administrative Agent may to the full extent permitted by law: (1) exercise any and all rights on a nonexclusive basis throughout the world irrevocably and perpetually as beneficial and legal owner or licensee, as the case may be, of the Pledged Collateral, including, without limitation, perfecting assignment of any and all contractual rights and powers with respect to the Pledged Collateral and (2) sell or assign or grant a license to use, or cause to be sold or assigned or a

license granted to use any or all of the Pledged Collateral (in the case of Trademarks, along with the goodwill associated therewith and in the case of Trademark licenses, subject to the quality control provisions in the original licenses) or any part thereof, in each case, free of all rights and claims of Pledgor therein and thereto. In accordance with such rights, the Administrative Agent shall have (A) the right to cause any or all of the Pledged Collateral to be transferred of record into the name of the Administrative Agent or its nominee and (B) the right to impose (i) such limitations and restrictions on the sale or assignment of the Pledged Collateral as the Secured Parties may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to the sale or assignment, and (ii) any necessary or appropriate requirements for any required governmental approvals or consents.

(b) Except as provided in this Section 8 and other express notice provisions of the Loan Documents, Pledgor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Secured Parties of any of their rights and remedies hereunder

(c) Pledgor agrees that, to the extent notice of sale shall be required by law, ten (10) days' notice from the Administrative Agent of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. In addition to the rights and remedies provided in this Agreement and in the other Loan Documents, each of the Secured Parties shall have all the rights and remedies of a secured party under the UCC.

(d) Except as otherwise provided herein, Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Administrative Agent's taking possession or the Administrative Agent's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and rights to a hearing for any prejudgment remedy or remedies and any such right which Pledgor would otherwise have under law, and Pledgor hereby further waives to the extent permitted by applicable law: (1) all damages occasioned by any such taking of possession; (2) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Secured Parties' rights hereunder; and (3) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. Any sale of or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity against Pledgor and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under Pledgor.

9. Application of Proceeds. The proceeds of any Pledged Collateral obtained pursuant to the exercise of any remedy set forth in Section 8 shall be applied, together with any other sums then held by the Administrative Agent pursuant to this Agreement, promptly by the Administrative Agent:

First, to the payment of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization, including, without limitation, reasonable reimbursement to the Administrative Agent, the Secured Parties and their agents

and counsel for all expenses, fees, liabilities and advances made or incurred by them in connection with the exercise of such remedies and all expenses, liabilities and advances made or incurred by the Administrative Agent and the Secured Parties in connection therewith, together with interest on each such amount at the rate then in effect under the Credit Agreement;

Second, to the payment of all other costs and expenses of such sale, collection or other realization, including, without limitation, reasonable reimbursement to the Secured Parties and their agents and counsel for all expenses, fees, liabilities and advances made or incurred by them in connection therewith and all costs, liabilities and indebtedness made or incurred by the Administrative Agent and the Secured Parties in connection therewith together with interest on each such amount at the highest rate then in effect under the Credit Agreement;

Third, to the indefeasible payment in full in cash of the Secured Obligations, ratably according to the unpaid amounts thereof, without preference or priority of any kind among amounts so due and payable; and

Fourth, to Pledgor, or its successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such Proceeds.

10. Expenses Pledgor will pay on demand all expenses of the Administrative Agent and the Secured Parties in connection with the preparation, waiver or amendment of this Agreement or other Loan Documents executed in connection therewith, or the administration, default or collection of the Revolving Credit and Term Loans or administration, default or collection in connection with the Administrative Agent's exercise, preservation or enforcement of any of its rights, remedies or options thereunder, including, without limitation, reasonable fees and disbursements of outside legal counsel or accounting, consulting, brokerage or other similar professional fees or expenses, and any fees or expenses associated with any travel or other costs relating to any appraisals or examinations conducted in connection with the Secured Obligations or any Pledged Collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the rate applicable to principal hereunder (including any default rate)

11. No Waiver; Cumulative Remedies.

(a) No failure on the part of the Administrative Agent or the Secured Parties to exercise, no course of dealing with respect to, and no delay on the part of the Administrative Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event the Administrative Agent shall have instituted any proceeding to enforce any right, power or remedy under this instrument by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Administrative Agent, then and in every such case,

Pledgor and the Administrative Agent shall, to the extent permitted by applicable law, be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Administrative Agent shall continue as if no such proceeding had been instituted.

12. The Administrative Agent May Perform, the Administrative Agent Appointed Attorney-in-Fact. If Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or any warranty on the part of Pledgor contained herein shall be breached, the Administrative Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose. Any and all amounts so expended by the Administrative Agent shall be paid by Pledgor promptly upon demand therefor, with interest at the highest rate then in effect under the Credit Agreement during the period from and including the date on which such funds were so expended to the date of repayment. Pledgor's obligations under this Section 12 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder. Pledgor hereby appoints the Administrative Agent its attorney-in-fact with an interest, with full authority in the place and stead of Pledgor and in the name of Pledgor, or otherwise, from time to time in the Administrative Agent's reasonable discretion to take any action and to execute any instruments consistent with the terms of this Agreement and the other Loan Documents which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term of this Agreement. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

13. Indemnity.

(a) Indemnity. Pledgor agrees to indemnify, reimburse and hold the Administrative Agent and its successors, assigns, employees, agents and servants (collectively, "Indemnitees") harmless from and against any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all costs and expenses (including, without limitation, attorneys' fees and expenses and the allocated costs of internal counsel) of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Agreement or the other Loan Documents or in any other way connected with the administration of the transactions contemplated hereby or the enforcement of any of the terms hereof, or the preservation of any rights hereunder, or in any way relating to or arising out of the manufacture, processing, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Pledged Collateral (including, without limitation, latent or other defects, whether or not discoverable), any claim for patent, trademark, trade secret or copyright infringement, the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee)), or property damage, or contract claim; provided that Pledgor shall have no obligation to an Indemnitee hereunder to the extent it is finally judicially determined that such indemnified liabilities arise solely from the gross negligence or willful misconduct of that Indemnitee. Upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, judgment or suit, Pledgor shall assume full responsibility for the

defense thereof. If any action, suit or proceeding arising from any of the foregoing is brought against any Indemnitee, Pledgor shall, if requested by such Indemnitee, resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel reasonably satisfactory to such Indemnitee. Each Indemnitee shall, unless any other Indemnitee has made the request described in the preceding sentence and such request has been complied with, have the right to employ its own counsel (or internal counsel) to investigate and control the defense of any matter covered by the indemnity set forth in this Section 13 and the fees and expenses of such counsel shall be paid by Pledgor; provided that, only to the extent that no conflict exists between or among the Indemnitees as reasonably determined by the Indemnitees, Pledgor shall not be obligated to pay the fees and expenses of more than one counsel for all Indemnitees as a group with respect to any such matter, action, suit or proceeding.

(b) Misrepresentations. Without limiting the application of subsection 13(a), Pledgor agrees to pay, indemnify and hold each Indemnitee harmless from and against any loss, costs, damages and expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by Pledgor in this Agreement or any of the other Loan Documents or in any statement or writing contemplated by or made or delivered pursuant to or in connection with this Agreement or any of the other Loan Documents.

(c) Contribution. If and to the extent that the obligations of Pledgor under this Section 13 are unenforceable for any reason, Pledgor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law.

(d) Survival. The obligations of Pledgor contained in this Section 13 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder and under the other Loan Documents.

(e) Reimbursement. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Obligations secured by the Pledged Collateral.

#### 14. Litigation.

(a) Pledgor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of the Pledged Collateral, suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Pledged Collateral. Pledgor shall promptly notify the Administrative Agent in writing as to the commencement and prosecution of any such actions, or threat thereof relating to the Pledged Collateral and shall provide to the Administrative Agent such information with respect thereto as may be reasonably requested. The Administrative Agent shall provide all reasonable and necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party.

(b) Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent shall have the right but shall in no way be obligated to file applications



for protection of the Pledged Collateral and/or bring suit in the name of Pledgor, the Administrative Agent or the Secured Parties to enforce the Pledged Collateral and any license thereunder; in the event of such suit, Pledgor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all documents required by the Administrative Agent in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent, as the case may be, for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 14. In the event that the Administrative Agent shall elect not to bring suit to enforce the Pledged Collateral, Pledgor agrees to use all measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, counterfeiting or other diminution in value of any of the Pledged Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement as is in the reasonable business judgment of Pledgor, considering the relationship between the cost of such action and the value of such Pledged Collateral to Pledgor's business, necessary to protect the Pledgor's interest in the Pledged Collateral and the Administrative Agent shall provide, at Pledgor's expense, all necessary and reasonable assistance to Pledgor to maintain such action.

15. Modifications in Writing No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure by Pledgor therefrom, shall be effective unless the same shall be in writing and signed by the Administrative Agent and, except in the case of any such termination, waiver or consent, by the Pledgor. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by Pledgor from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Loan Document, no notice to or demand on Pledgor in any case shall entitle Pledgor to any other or further notice or demand in similar or other circumstances.

16. Termination; Release When all the Secured Obligations (other than Secured Obligations in the nature of continuing indemnities or expense reimbursement obligations not yet due and payable) have been paid in full and have been terminated and the Revolving Credit Commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired, this Agreement shall terminate. Upon termination of this Agreement or any release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Administrative Agent shall, upon the request and at the expense of Pledgor forthwith assign, transfer and deliver to Pledgor against receipt and without recourse to or warranty by the Administrative Agent, such of the Pledged Collateral to be released (in the case of a release) as may be in the possession of the Administrative Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, on the order of and at the expense of Pledgor, and proper instruments (including UCC termination statements on Form UCC-3 and documents suitable for recordation in the United States Patent and Trademark Office, the United States Copyright Office or similar domestic or foreign authority) acknowledging the termination of this Agreement or the release of such Pledged Collateral, as the case may be.

17. Reinstatement Notwithstanding the provisions of Section 16, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Administrative Agent in respect of the Secured Obligations is rescinded or must

otherwise be restored or returned by the Administrative Agent upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Pledgor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Pledgor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

18. Credit Agreement. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Administrative Agent. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Administrative Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Administrative Agent" as used herein shall include Fleet National Bank and any other Person acting as Administrative Agent for the Secured Parties pursuant to the terms of the Credit Agreement.

19. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of Section 10.1 of the Credit Agreement.

20. Continuing Security Interest, Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until the payment in full in cash of all Secured Obligations and the termination or expiration of the obligations of the Lenders to make Loans under the Credit Agreement, (b) be binding upon Pledgor, its successors and assigns, and (c) inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Administrative Agent and its successors, transferees and assigns; other than the Secured Parties, no other Persons (including, without limitation, any other creditor of Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause 20(c), any Secured Party may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Secured Parties, herein or otherwise, subject however, to the provisions of the Credit Agreement.

21. GOVERNING LAW; TERMS. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER IN RESPECT OF ANY PARTICULAR INTELLECTUAL PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

22. CONSENT TO JURISDICTION AND SERVICE OF PROCESS. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST PLEDGOR WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT PLEDGOR ACCEPTS FOR ITSELF AND IN

CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE TRIAL BY JURY, AND PLEDGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. IN THE EVENT THAT PLEDGOR DESIGNATES AND APPOINTS ANY PERSON AS ITS AGENT AND SUCH PERSON IRREVOCABLY AGREES IN WRITING TO SO SERVE AS PLEDGOR'S AGENT TO RECEIVE ON PLEDGOR'S BEHALF, SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDINGS IN ANY SUCH COURT, SUCH SERVICE IS HEREBY ACKNOWLEDGED BY PLEDGOR TO BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. A COPY OF SUCH PROCESS SO SERVED SHALL BE MAILED BY REGISTERED MAIL TO PLEDGOR AT ITS ADDRESS PROVIDED FOR IN SECTION 19 HEREOF. IF ANY AGENT APPOINTED BY PLEDGOR REFUSES TO ACCEPT SERVICE, PLEDGOR HEREBY AGREES THAT SERVICE UPON IT BY MAIL SHALL CONSTITUTE SUFFICIENT NOTICE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR SECURED PARTIES TO BRING PROCEEDINGS AGAINST PLEDGOR IN THE COURTS OF ANY OTHER JURISDICTION.

23. Severability of Provisions. 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 or affecting the validity or enforceability of such provision in any other jurisdiction.

24. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

25. Headings. The Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

26. Obligations Absolute. To the extent permitted by applicable law, all obligations of Pledgor hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition liquidation or the like of Pledgor or any other Subsidiary of Pledgor;

(b) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, or any other agreement or instrument relating thereto;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document, or any other agreement or instrument relating thereto,

(d) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations; or


(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or any other Loan Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 15 hereof.

27. Waiver of Single Action. Pledgor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Secured Obligations under any statute or rule of law now or hereafter in effect which provides that the exercise of any particular right or remedy as provided for herein (by judicial proceedings or otherwise), constitutes the exclusive means for satisfaction of the Secured Obligations or which makes unavailable any further judgment or any other right or remedy provided for herein because the Administrative Agent or any other Secured Party elected to proceed with the exercise of such initial right or remedy or because of any failure by the Administrative Agent or any other Secured Party to comply with laws that prescribe conditions to the entitlement to such subsequent judgment or the availability of such subsequent right or remedy. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that such subsequent judgment or action is not available to the Administrative Agent or any other Secured Party, Pledgor shall not (a) introduce in any other jurisdiction any judgment so holding as a defense to enforcement against Pledgor of any remedy in the Credit Agreement or executed in connection with the Credit Agreement or (b) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered and only with respect to the collateral referred to in such judgment.


28. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**JOSHUA MEIER CORP.**

By:   
Name: T.S. Alpert  
Title: CFO/Treasurer

**FLEET NATIONAL BANK**, as Administrative Agent for itself and the other Secured Parties

By:   
Name: Wayne S. Antion  
Title: Director

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss:

October 6, 1998

Then personally appeared the above named T.S. Alpert, as CFO/Treasurer of the corporation set out above, and acknowledged the foregoing instrument to be his free act and deed as CFO/Treasurer of said corporation, before me,

Beth-Jean McCurdy  
Notary Public Beth-Jean McCurdy

My commission expires: 7/5/2002

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss:

October 6, 1998

Then personally appeared the above named Wayne S. Action, as Director of the corporation set out above, and acknowledged the foregoing instrument to be his free act and deed as Director of said corporation, before me,

Beth Jean Maloney  
Notary Public Beth Jean Maloney

My commission expires: 7/5/2002

**JOSHUA MEIER CORP.**

**PATENTS**  
(including exclusive licenses)

**REGISTERED U.S. PATENTS**

<u>PATENT</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Image Presentation Card	5,349,769	09/27/94
Multiple File Pocket Folder	D 334,588	04/6/93

**PATENT LICENSES**

<u>PATENT</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
	None.	



**SCHEDULE B**

**TRADEMARKS & SERVICE MARKS**

(including registrations and applications and exclusive licenses)

**REGISTERED U.S. TRADEMARKS**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Stik'M Squares	1,329,483	
JM (Stylized)	1,961,711	03/12/96
Maga-Seen	733,973	07/03/82
Stik-Eese	786,185	03/02/65
Visi/Belle	710,097	01/24/81
VPD	711,243	02/14/81
Vyrin	773,681	07/21/64

**PENDING U.S. TRADEMARK APPLICATIONS**

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
	None.	

**TRADEMARK LICENSES**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
	None.	

OTHER TRADEMARKS

MARK

Flip-File  
Insta-Magic  
Skan-A-Page  
Slide-Sho  
Spel-Binder

**COPYRIGHTS**

(including registrations and applications and exclusive licenses)

None.

**PRIOR LIENS**

None.

**REQUIRED CONSENTS AND LICENSES**

1. Pledgor subject to "shrinkwrap" licenses for use of certain personal computer software programs.

**CLAIMS, LITIGATION, ETC.**

None.