

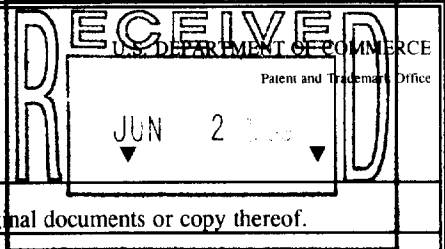
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): IDENTITY GROUP, INC.

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

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

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

Name: The Chase Manhattan Bank, as Administrative Agent
 Internal Address: _____
 Street Address: 200 Jericho Quadrangle
 City: Jericho State: NY ZIP: 11753

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: May 11, 1999

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

A. Trademark Application No.(s) see attached Schedule A

B. Trademark Registration No.(s) see attached Schedule A

Additional numbers attached? Yes No

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

Name: Lori E. Lesser, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41): \$715
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

Lori E. Lesser, Esq.
Name of Person Signing

Lori E. Lesser
Signature

6/1/99
Date

Total number of pages comprising cover sheet: 6

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

06/04/1999 DNGUYEN 00000293 75438755
 01 FC:481 40.00 OP
 02 FC:482 675.00 OP

TRADEMARK
REEL: 001911 FRAME: 0629

SCHEDULE A

U.S. Trademarks and Trademark Applications

Owned by Identity Group, Inc.:

<u>Mark</u>	<u>Serial/Registration No.</u>
FLASHSTAMP	75/438,755
FLASHSTAMP	75/480,618
PERMA STAMP	597,299
PORELON	690,391
PERMASTAMP and Design	729,395
PORELON	765,738
STAMP-EVER	1,292,831
DESIGN ONLY	1,298,790
ECHO and Design	1,501,278
ECHO	1,503,821
RIBBON SAVER	1,517,786
PERMA STAMP	1,531,963
PERMA STAMP and Design	1,534,256
PERMA-STAMP	1,569,646
U.S. STAMP	1,608,617
PHOENIX	1,687,850
CACHET	1,836,716
SP	1,891,879
ALL-GEL	1,892,864
SHIELD 'N' SEE	1,923,635
GEOTYPE	1,925,437
GEOTAPE	1,925,458
GEOSTENCIL	1,929,801
GEOSIGN	1,975,914
HEADLINE	2,022,154
U.S. STAMP & SIGN	2,041,582
HEADLINE	2,073,864
U.S. STAMP	2,111,566

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of May 11, 1999 is made by Identity Group, Inc., a Tennessee corporation (the "Borrower"), in favor of The Chase Manhattan Bank, a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 11, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, and the Agent.

W I T N E S S E T H:

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

WHEREAS, pursuant to Section 3 of the Guarantee and Collateral Agreement (Exhibit H of the Credit Agreement), Borrower pledged and granted to the Agent for the benefit of the agent and the Lenders a continuing security interest in all Intellectual Property, including Trademarks (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment pledged and granted to the Agent for the benefit of the Agent and the Lenders;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Borrower for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

* * * * *

[Remainder of page purposefully left blank]

IDENTITY GROUP, INC.

By: [Signature]
Name: A D Dilling
Title: VP + CFO

STATE OF Tenn)
) ss
COUNTY OF Putnam)

On the 7 day of May, 1999, before me personally came A D Dilling, who is personally known to me to be the VP + CFO of Identity Group, Inc., a Tennessee corporation; who, being duly sworn, did depose and say that he is the VP + CFO in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public
my Commission Expires 3/27/2001

