

06-01-2000



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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

*MMD*  
*5.15.00*

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Bankers Trust Company, as Collateral Agent  
130 Liberty Street  
New York, NY 10006

A New York corporation

2. Name and address of receiving party:

Fleet National Bank, as Collateral Agent  
100 Federal Street  
Boston, MA 02110

A national banking association

3. Nature of conveyance: Agency Assignment Agreement

Execution date: March 10, 2000

4. Application numbers and registration numbers:

A. Trademark numbers:

See Schedule A attached hereto.

B. Trademark application numbers:

See Schedule A attached hereto.

05/31/2000 JSHABAZZ 00000065 75496635

01 FC:481  
02 FC:482

40.00 OP  
73.00 OP

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

Lucas Rogers, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, MA 02110

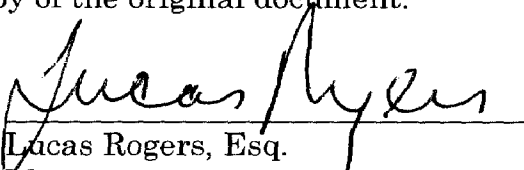
6. Total number of applications and trademarks involved: 4

7. Total fee enclosed: \$115.00

8. Deposit account number: Not applicable

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.

  
Lucas Rogers, Esq.  
May 11, 2000

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 15

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office  
Office of Public Records  
Customer Service Counter  
1213 Jefferson Davis Highway, 3<sup>rd</sup> Floor  
Arlington, VA 22202

PENDING U.S. TRADEMARK REGISTRATIONS

WORKFLOW MANAGEMENT Class 16

Serial Number: 75/496635

Filing Date: 6/5/98

WORKFLOW MANAGEMENT Class 35

Serial Number: 75/496625

Filing Date: 6/5/98

**SFI**

Registration Number: 2,020,703

Registration Date: 12/3/96

**STANDARD FORMS**

Registration Number: 2,085,366

Registration Date: 8/5/97

## AGENCY ASSIGNMENT AGREEMENT

THIS AGENCY ASSIGNMENT AGREEMENT is dated as of March 10, 2000, by and among BANKERS TRUST COMPANY ("Original Collateral Agent" and "Original Agent" as more particularly described below), to be indexed as grantor; FLEET NATIONAL BANK ("Collateral Agent" and "Agent" as more particularly described below), to be indexed as a grantee; SFI OF DELAWARE, LLC, to be indexed as grantor; WORKFLOW MANAGEMENT, INC., to be indexed as grantor; POCONO ENVELOPE CORP., to be indexed as grantor; and DATA BUSINESS FORMS LIMITED, to be indexed as grantor.

Reference is hereby made to (a) the Credit Agreement dated as of June 9, 1998 (as amended, restated and in effect from time to time prior to the effectiveness hereof, the "Original Credit Agreement") by and among Workflow Management, Inc. ("Workflow"), Data Business Forms Limited ("DBF" and, together with Workflow, the "Borrowers"), the lending institutions party thereto (collectively, the "Original Lenders") and Bankers Trust Company, as "Agent" (as defined in the Original Credit Agreement) for the Original Lenders (in such capacity, the "Original Agent") and (b) the other "Credit Documents" (as such term is defined in the Original Credit Agreement), including, but not limited to, (i) the "Guaranties" as defined in the Original Credit Agreement, (ii) the "Security Agreements" as defined in the Original Credit Agreement, (iii) the "Pledge Agreements" as defined in the Original Credit Agreement, (iv) each "Mortgage" as defined in the Original Credit Agreement, including, but not limited to (A) the Credit Line Deed of Trust, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing dated as of June 10, 1998, which was recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia on June 15, 1998 in Deed Book 3042, Page 284 executed by SFI of Delaware, LLC and delivered to Independent Trustees of Virginia, Inc., as Trustee, for the benefit of Bankers Trust Company, as "Collateral Agent" (as defined in the Original Credit Agreement, the "Original Collateral Agent"), as beneficiary and (B) the Mortgage and Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing dated as of January 8, 1999, which was recorded in the Office of the Recorder of Deeds in Record Book 2066, Page 5063 in and for Monroe County, PA on July 15, 1999 executed by Pocono Envelope Corp. and delivered to Bankers Trust Company, as Original Collateral Agent, and (v) each of (A) the Assignment of Security Interest in United States Trademarks by Workflow Management, Inc. dated as of June 10, 1998 and (B) the Assignment of Security Interest in United States Trademarks by SFI of Delaware, LLC dated as of June 10, 1998 (each of the agreements, instruments and documents referred to in this paragraph as amended, restated and in effect from time prior to the effectiveness hereto, together with all Uniform Commercial Code financing statements and other instruments and documents required to be executed or delivered pursuant thereto, the "Original Credit Documents"). Reference is further hereby made to the Amended and Restated Credit Agreement of even date herewith (the "Credit Agreement") among the Borrowers, the lending institutions party thereto (collectively, the "Lenders"), Fleet National Bank as administrative agent for

itself and the other Lenders (the "Agent") and the other parties thereto (pursuant to which the Original Credit Agreement is amended and restated as set forth therein).

Effective as of the date hereof, (a) the Original Agent hereby assigns, without recourse, all of its rights, interests, obligations and duties as the Original Agent to the Agent and the Agent hereby assumes for all periods from and after the date hereof all of the Original Agent's rights, interests, obligations and duties as the Original Agent under the Original Credit Agreement and each of the Original Credit Documents and (b) the Original Collateral Agent hereby assigns, without recourse, all of its rights, interests, obligations and duties as the Original Collateral Agent to Fleet National Bank as "Collateral Agent" (as defined in the Credit Agreement, the "Collateral Agent") and the Collateral Agent hereby assumes for all periods from and after the date hereof all of the Original Collateral Agent's rights, interests, obligations and duties as Original Collateral Agent under the Original Credit Agreement and each of the Original Credit Documents. The Original Agent and the Original Collateral Agent each hereby further agrees to execute, at the Borrowers' expense, such other assignment documents and other instruments, documents and take such further steps to effect Original Agent's and the Original Collateral Agent's above-mentioned assignments as the Agent may reasonably request.

PREPARED OUTSIDE OF THE COMMONWEALTH OF VIRGINIA

BANKERS TRUST COMPANY,  
as Original Agent and Original  
Collateral Agent

By: \_\_\_\_\_

*David J Bell*

Title: \_\_\_\_\_

**DAVID BELL  
PRINCIPAL**

STATE OF NEW YORK

)  
)SS.

COUNTY OF NEW YORK

)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 4<sup>TH</sup> day of March, 2000, personally appeared DAVID J. BELL to me known personally, and who, being by me duly sworn, deposes and says that he/~~she~~ is a PRINCIPAL of BANKERS TRUST COMPANY, and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and he/she acknowledged said instrument to be the free act and deed of said entity.


Jo Jean Travis

Notary Public

My commission expires:

JOJEAN TRAVIS  
Notary Public, State of New York  
No. 01TR5013241  
Qualified in New York County  
Commission Expires July 15, 2001

FLEET NATIONAL BANK  
as Agent and Collateral Agent

By:   
Title:

**DEANNE M. HORN**  
**VICE PRESIDENT**



STATE/Commonwealth of Massachusetts )  
 )SS.  
COUNTY OF Suffolk )

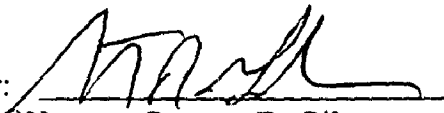
Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10<sup>th</sup> day of March, 2000, personally appeared Deanne M. Horn to me known personally, and who, being by me duly sworn, deposes and says that he/she is a Vice President of FLEET NATIONAL BANK, and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and he/she acknowledged said instrument to be the free act and deed of said entity.

Tracy S. Kirk  
Notary Public  
My commission expires:


TRACY S. KIRK, Notary Public  
My Commission Expires May 28, 2004

Accepted and Agreed:

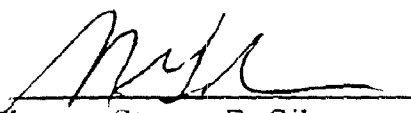
WORKFLOW MANAGEMENT,  
INC.

By:   
Name: Steven R. Gibson  
Title: Exec. Vice President

DATA BUSINESS FORMS  
LIMITED

By:   
Name: Steven R. Gibson  
Title: Vice President

SFI OF DELAWARE, LLC

By:   
Name: Steven R. Gibson  
Title: Vice President

STATE OF FLORIDA )

)SS.

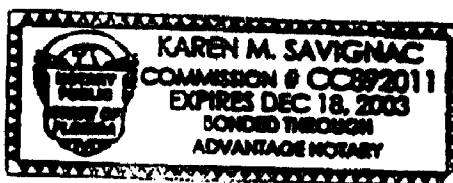
COUNTY OF PALM BEACH )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 17<sup>th</sup> day of March, 2000, personally appeared Steven R. Gibson to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of each of Workflow Management, Inc., Data Business Forms Limited and SFI of Delaware, LLC, and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and he acknowledged said instrument to be the free act and deed of said entity.

*Karen M. Savignac*

Notary Public

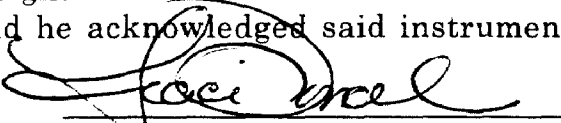
My commission expires.



By: *Claudia S. Amlic*  
Name: *Claudia S. Amlic*  
Title: *Vice President*

STATE/Commonwealth of Florida )  
COUNTY OF Palm Beach )SS.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19<sup>th</sup> day of April, 2000, personally appeared Claudia S. Amie to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of Pocono Envelope Corp., and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and he acknowledged said instrument to be the free act and deed of said entity.



Notary Public

My commission expires:

**TRACI DONALDSON**  
Notary Public, State of Florida  
My Commission Expires Aug. 8, 2003  
Commission No. CC 861334

PENDING U.S. TRADEMARK REGISTRATIONS

**WORKFLOW MANAGEMENT Class 16**

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