



## TRADEMARK AND TRADE NAME ASSIGNMENT

This Trademark and Trade Name Assignment ("Assignment") is made as of this 9th day of May, 2000 ("Effective Date"), by and between AMERICAN PAD & PAPER COMPANY OF DELAWARE, INC., a Delaware corporation, with its principal office at 17304 Preston Road, Suite 700, Dallas, Texas 75252-5613 ("Assignor") to TAYLOR CORPORATION, a Minnesota corporation, with its principal office at 1725 Roe Crest Drive, North Mankato, Minnesota 56002-3728 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of April 14, 2000 ("Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase Seller's assets, properties and rights used in the Business.

WHEREAS, Assignor is the owner of its right, title and interest, if any, in, to and under the state trademark registrations and applications for registration and the United States trademark registrations and applications for registration identified and set forth on Schedule A hereto, including variations thereof, (collectively, the "Marks"), and various trade names identified and set forth on Schedule B hereto, including variations thereof (collectively, the "Trade Names"), and the goodwill of the Business associated therewith.

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Marks and the Trade Names together with the goodwill of the Business in connection with which the Marks and the Trade Names are used.

1. **Assignment of Rights.** FOR GOOD AND VALUABLE CONSIDERATION paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee its entire right, title and interest in and to the Marks and Trade Names together with the goodwill of the Business in connection with which the Marks and the Trade Names are used, and all registrations and applications thereof, in the states of registration, the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the states of registration, the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Trade Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. **Recording.** Assignor by this Assignment requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks and Trade Names.

3. **Assignor's Warranties.** Assignor hereby represents and warrants that (a) it is lawful owner of the Marks and Trade Names, (b) its right, title and interest in and to the Marks and the Trade Names are free and clear of any Liens and Encumbrances, and (c) that it has full right to assign, convey and sell all of its interests therein. Any breach of these representations and warranties are governed by and subject to the indemnity provisions of Section 8 of the Agreement, including without limitation the indemnification limitations set forth in Section 8.4(c) thereof.

4. **Further Assurances.** Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks or the Trade Names; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks or the Trade Names, including, but not limited to, testifying as to any facts relating to the Marks and Trade Names assigned herein and this Assignment; (c) in obtaining any additional trademark protection for the Marks or any of the Trade Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) in the implementation or perfection of this Assignment.

5. **Survival of Agreement.** All covenants, agreements, warranties and representations contained in the Agreement shall not be deemed to be merged in this Assignment, but shall continue in full force and effect as provided in the Agreement.

6. **Capitalized Terms.** Capitalized terms used herein shall have the meaning assigned to them in the Agreement unless otherwise defined herein.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be signed and executed by the undersigned duly authorized officer as of the day and year first above written.

AMERICAN PAD & PAPER COMPANY  
OF DELAWARE, INC.

By: John H. Rodgers  
Name: John H. Rodgers  
Title: Sr. Vice President

STATE OF NEW YORK )  
 ) SS  
COUNTY OF KINGS )

On this 9<sup>th</sup> day of Nov, 2009, before me, a Notary Public within and for said County and State, personally appeared JOHN N. ROGERS, the SR. VICE PRESIDENT of AMERICAN PAD & PAPER COMPANY OF DELAWARE, INC., to be known or evidenced to be the person named herein and who executed the foregoing Trademark and Trade Name Assignment, and acknowledged that he/she executed the same on behalf of such corporation, in his/her capacity as an officer of such corporation for the uses and purposes therein expressed.

Debra-Ann Palumbo  
Notary Public

**DEBRA-ANN PALUMBO**  
Notary Public, State of New York  
No. 24-4798559  
Qualified in Kings County  
Commission Expires Jan. 31, 2012

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS

See Attached

**SCHEDULE A**

TRADEMARK	BUSINESS SHOWCASE	Creative Card
REG. NO.	1,883,514	
REG. DATE	3/14/95	
SERIAL NO.	450,056	
FILING DATE	10/08/93	
INT. CL.	16	
MPH REF.	10	

TRADEMARK	CENTURY and design	Creative Card
REG. NO.	773,694	
REG. DATE	7/21/64	
SERIAL NO.	176,353	
FILING DATE	9/5/63	
INT. CL.	16	
MPH REF.	12	

TRADEMARK	CHAPEL LINE	Creative Card
REG. NO.	1,185,730	
REG. DATE	1/12/82	
SERIAL NO.	264,924	
FILING DATE	1/4/80	
INT. CL.	16	
MPH REF.	13	

TRADEMARK	DESIGNERS SHOWCASE	Creative Card
REG. NO.	1,517,980	
REG. DATE	12/27/88	
SERIAL NO.	726,321	
FILING DATE	5/3/88	
INT. CL.	16	
MPH REF.	21	

TRADEMARK	GOLDEN DELUXE	Creative Card
REG. NO.	1,961,687	
REG. DATE	3/12/96	
SERIAL NO.	616,625	
FILING DATE	12/22/94	
INT. CL.	16	
MPH REF.	38	

TRADEMARK	LIMITED EDITIONS	Creative Card
REG. NO.	694,938	
REG. DATE	3/22/60	
SERIAL NO.	057,477	
FILING DATE	8/19/58	
INT. CL.	16	
MPH REF.	53	

TRADEMARK	THE MILLENNIUM PAPER COMPANY	Creative Card
REG. NO.	***	
REG. DATE		
SERIAL NO.	142,774	
FILING DATE	7/31/96	
INT. CL.	16	
MPH REF.	81	

\*\*\* Application filed 7/31/96 and currently in suspension due to prior reservations.

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Schedule B

TRADE NAMES

1. Creative
2. Creative Card
3. All names referred to on Schedule A of this Assignment