

07-14-2000

Form PTO-1594  
1-31-92U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101402818

To the Honorable Commissioner of Patents

ad original documents or copy thereof.

1. Name of conveying party(ies): UNIV JUN -7 AM 9:49  
Universal Folding Box Co., Inc.

- ☐ Individuals ☐ Association  
☐ General Partnership - ☐ Limited Partnership  
☒ Corporation - State: New York  
☐ Other -

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Interest ☐ Change of Name  
☐ Other

Execution Date: July 20, 1999

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

A. Trademark Application No.(s)

75/490,178

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brian Jaenicke, Legal AssistantInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

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

Name: Bankers Trust Company

Internal Address: \_\_\_\_\_

Street Address: 130 Liberty StreetCity: New York State: New York ZIP: 10006☐ Individual(s) citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ General Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☐ Corporation- \_\_\_\_\_☒ Other - Collateral Agent \_\_\_\_\_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

Trademark Registration No.(s)\

6. Total number of applications and registration involved

1

7. Total fee (37 CFR 3.41): ..... \$ 40.00☒ Enclosed☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

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

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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.

Brian T. Jaenicke

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

**Commissioner of Patents and Trademarks**  
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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## SUBSIDIARY ASSUMPTION AGREEMENT

SUBSIDIARY ASSUMPTION AGREEMENT (this "Agreement"), dated as of July 20, 1999, made by Universal Folding Box Co., Inc., a corporation under the laws of the State of New York (the "New Subsidiary"). Unless otherwise defined herein, all capitalized terms used herein and defined in the Credit Agreement referred to below are used herein as so defined.

### W I T N E S S E T H :

WHEREAS, Workflow Management, Inc. ("Workflow"), Data Business Forms Limited ("DBF," and together with Workflow, the "Borrowers"), various lenders from time to time party thereto, and Bankers Trust Company, as Agent, have entered into a Credit Agreement, dated as of June 9, 1998 and amended and restated as of December 4, 1998 (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, each U.S. Subsidiary Guarantor has entered into the U.S. Subsidiaries Guaranty;

WHEREAS, in connection with the Credit Agreement, each U.S. Credit Party has entered into the U.S. Pledge Agreement;

WHEREAS, in connection with the Credit Agreement, Workflow and each Subsidiary Guarantor (other than Canadian Parents) have entered into the Canadian General Guaranty;

WHEREAS, in connection with the Credit Agreement, each U.S. Credit Party has entered into the U.S. Security Agreement (the U.S. Security Agreement, the U.S. Subsidiaries Guaranty, the Canadian General Guaranty and the U.S. Pledge Agreement are collectively referred to as the "Documents");

WHEREAS, the New Subsidiary is a Domestic Subsidiary of Workflow;

WHEREAS, pursuant to the Credit Agreement, the New Subsidiary is required to become a party to the Documents; and

WHEREAS, the New Subsidiary desires to execute and deliver this Agreement in order to become a party to each of the Documents.

### NOW, THEREFORE, IT IS AGREED:

1. U.S. Subsidiaries Guaranty. By executing and delivering this Agreement, the New Subsidiary hereby becomes party to the U.S. Subsidiaries Guaranty as "Guarantor" thereunder, and hereby expressly assumes all obligations and liabilities of a "Guarantor"

thereunder. The New Subsidiary hereby makes each of the representations and warranties contained in Section 11 of the U.S. Subsidiaries Guaranty.

2. Canadian General Guaranty. By executing and delivering this Agreement, the New Subsidiary hereby becomes party to the Canadian General Guaranty as "Guarantor" thereunder, and hereby expressly assumes all obligations and liabilities of a "Guarantor" thereunder. The New Subsidiary hereby makes each of the representations and warranties contained in Section 11 of the Canadian General Guaranty.

3. U.S. Pledge Agreement. By executing and delivering this Agreement, the New Subsidiary hereby becomes party to the U.S. Pledge Agreement as "Pledgor" thereunder, and hereby expressly assume all obligations and liabilities of a "Pledgor" thereunder. Annexes A and B to the U.S. Pledge Agreement are each hereby amended by supplementing such Annexes with the information contained on Annexes A and B attached to Annex I of this Agreement for the New Subsidiary. The New Subsidiary hereby makes each of the representations and warranties contained in Section 15 of the U.S. Pledge Agreement.

4. U.S. Security Agreement. By executing and delivering this Agreement, the New Subsidiary hereby becomes party to the U.S. Security Agreement as "Assignor" thereunder, and hereby expressly assumes all obligations and liabilities of an "Assignor" thereunder. Annexes A, B, C, D, E, F and G to the U.S. Security Agreement are hereby amended by supplementing such Annexes with the information contained on Annexes A, B, C, D, E, F and G attached to Annex II of this Agreement for the New Subsidiary. The New Subsidiary hereby makes each of the representations and warranties contained in the U.S. Security Agreement on the date hereof.

5. Pledged Securities; Financing Statements. By executing and delivering this Agreement, the New Subsidiary hereby agrees to:

(i) deposit as security with the Pledgee (as defined in the U.S. Pledge Agreement) the Securities (as defined in the U.S. Pledge Agreement), if any, owned by the New Subsidiary on the date hereof, and deliver to the Pledgee certificates or instruments therefor, duly endorsed in blank by the New Subsidiary in the case of Notes (as defined in the U.S. Pledge Agreement) and accompanied by undated stock or other powers duly executed in blank by the New Subsidiary in the case of certificated Stock (as defined in the U.S. Pledge Agreement), or such other instruments of transfer as are acceptable to the Pledgee; and

(ii) execute and deliver to the Collateral Agent (as defined in the U.S. Security Agreement) such financing statements, in form acceptable to the Collateral Agent, as the Collateral Agent may request or as are necessary or desirable in the opinion of the Collateral Agent to establish and maintain a valid, enforceable, first priority perfected security interest in the Collateral (as defined in the U.S. Security Agreement) owned by the New Subsidiary.

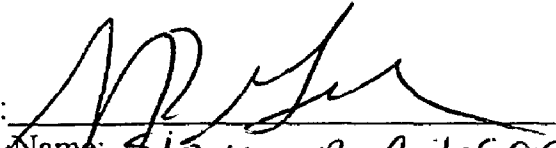
6. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

\* \* \*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

UNIVERSAL FOLDING BOX CO., INC.

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

ACKNOWLEDGED AND ACCEPTED:

BANKERS TRUST COMPANY,  
as Collateral Agent

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

**ANNEX E- SCHEDULE OF MARKS**  
**(U.S. Security Agreement)**

Universal Folding Box Co., Inc.

Add:

Mark: SLIMCORR

Application Serial No. 75/490,178

(published for opposition 11/13/98)

Class: International Class 16