



04-24-2001

U.S. Department of Commerce Patent and Trademark Office TRADEMARK



101684963

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

4.2.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation) Document ID #
- Correction of PTO Error Reel # Frame #
- Corrective Document Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name BSC Acquisition Sub, LLC

Execution Date Month Day Year 01192001

Formerly

76212591

- Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Georgia

Receiving Party

Mark if additional names of receiving parties attached

Name Northstar Seidler Mezzanine Partners II, L.P.

DBA/AKA/TA Northstar Capital, Ltd.

Composed of

Address (line 1) 2310 Plaza VII

Address (line 2) 45 South Seventh Street

Address (line 3) Minneapolis City

MN USA State/Country

55402 Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

04/23/2001 BT0N11 00000108 500709 76212591

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 300.00 CH

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

TRADEMARK REEL: 002278 FRAME: 0418

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy

3/30/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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THE RIGHTS AND LIENS OF THE SECURED PARTY UNDER THIS TRADEMARK SECURITY AGREEMENT ARE SUBJECT AND SUBORDINATE TO FIRSTAR BANK, N.A., OR ITS SUCCESSORS OR ASSIGNS, PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT, DATED AS OF JANUARY 19, 2001, BY AND BETWEEN FIRSTAR BANK, N.A., AND NORTHSTAR SEIDLER MEZZANINE PARTNERS II, L.P., AS AMENDED FROM TIME TO TIME (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT).

TRADEMARK SECURITY AGREEMENT

WHEREAS, TECHNO-AIDE, L.L.C., a Georgia limited liability company ("Techno-Aide") and BSC ACQUISITION SUB, L.L.C., a Georgia limited liability company ("BSC", and collectively with Techno-Aide, the "Grantor"), own the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and are parties to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, Grantor and NORTHSTAR SEIDLER MEZZANINE PARTNERS II, L.P., a Delaware limited partnership ("Grantee") are parties to a Note Purchase Agreement, dated January 19, 2001 (as the same may be amended and in effect from time to time hereafter, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantor of a senior subordinated note in the original principal amount of \$6,600,000;

WHEREAS, Grantor and Grantee are parties to a Security Agreement, dated as of the date hereof (this and all other capitalized terms used herein but not elsewhere defined shall have the respective meaning ascribed to such terms in the Note Purchase Agreement), pursuant to which Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use

of, and symbolized by, each Trademark, Trademark registration and Trademark application;

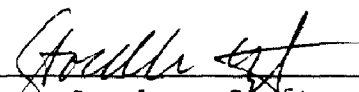
(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

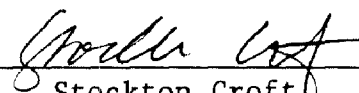
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of January 17, 2001.

TECHNO-AIDE, L.L.C.

By: 
Name: Stockton Croft
Title: Chief Financial Officer

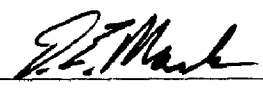
BSC ACQUISITION SUB, L.L.C.

By: 
Name: Stockton Croft
Title: Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED
ON THE DATE FIRST WRITTEN
ABOVE:

NORTHSTAR SEIDLER MEZZANINE PARTNERS II, L.P.

By: Northstar Capital, Ltd.,
its general partner

By: 
Douglas E. Mark
Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 002278 FRAME: 0423

Schedule I

Trademark Security Agreement

BSC Acquisition Sub, LLC

<u>License</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Comments</u>
✓ Rotagraphics	1,325,769	March 19, 1985	
✓ Discvelope	1,229,783	March 8, 1983	
✓ Press-N-Re-Seal	1,267,911	February 21, 1984	
✓ Press-N-Seal	1,268,597	February 28, 1984	
✓ Photocraft	1,212,397	October 12, 1982	
✓ Double Envelope	1,236,220	May 3, 1983	
✓ Convertagraphics	1,115,647	March 27, 1979	
✓ Photocraft	1,034,307	February 24, 1976	
✓ DE and Design	1,029,360	January 6, 1976	
✓ Kangaroo Pak	871,325	June 17, 1969	
✓ Slip-N-Name	708,413	December 13, 1960	
✓ R	1,325,768	March 19, 1985	
Fiberstock			License, Reg. No. & Reg. Date not listed on Americomm DIP
Diversified Assembly			License, Reg. No. & Reg. Date not listed on Americomm DIP
Keystone Envelope			License, Reg. No. & Reg. Date not listed on Americomm DIP
✓ Bank Complete			Double awaiting trademark approval
Flipslip			Double awaiting trademark approval

Techno-Aide, LLC

None

ACKNOWLEDGMENT

STATE OF OHIO §
 §
COUNTY OF HAMILTON §

ss.

E. STOCKTON CROFT IV

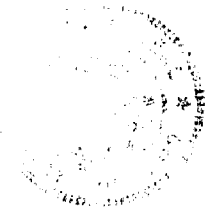
On January 19, 2001, before me personally appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Chief Executive Officer of each of BSC Acquisition Sub, L.L.C. and Techno-Aide, L.L.C., who being by me duly sworn, did depose and say that he is the Chief Executive Officer of each of BSC Acquisition Sub, L.L.C. and Techno-Aide, L.L.C., the limited liabilities companies described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said limited liability companies by order of its board of members; and that he acknowledged said instrument to be the free act and deed of said limited liabilities companies.

Melvin A. Sedore

Notary Public

(Seal)

My commission expires:



MELVIN A. SEDORE, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

Trademark Security Agreement