OIPE JC174
SEP 18 2001
PATENT & TRADEMARK OFFICE

09-24-2001

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

. Name of conveying party(ies): 09/18/01

CORRFLEX PACKAGING, LLC
CORRFLEX DISPLAY & PACKAGING, LLC
CORRFLEX D&P, LLC

[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation-State
[x] Other: Limited Liability Company (North Carolina)

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

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

Name: ALLIED CAPITAL CORPORATION

Internal Address:

Street Address: 1919 Pennsylvania Avenue, N.W. Third Floor

City: Washington
State: D.C. Zip: 20006

[ ] Individual(s) citizenship:
[ ] Association:
[ ] General Partnership:
[ ] Limited Partnership:
[X] Corporation-State:
[ ] Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) [ ] Yes [ ] No

Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of Conveyance:

[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other:

Execution Date:

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):
75/234,592 75/234,599 75/234,598
75/234,597 75/234,596

B. Trademark Registration No.(s):
0977605

Additional numbers attached? [ ] Yes [x] No

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

Name: William E. Powell, III
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Internal Address: Atty. Dkt.: A4045.0030

Street Address: 2101 L Street NW

City: Washington State: DC Zip: 20037-1526

6. Total Number of applications and registrations involved:

7. Total fee (37 CFR 3.41) $ 165.00

[x] Enclosed
[x] Authorized to be charged to Deposit Account

8. Deposit account number:

04-1073

(Attach 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.

William E. Powell, III
Name of Person Signing

W.E. Powell
Signature

September 18, 2001
Date

Total number of pages including cover sheet, attachments, and document: 18

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01 FC:481 40.00 OP
02 FC:482 125.00 OP

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SECURITY AGREEMENT
FOR INTELLECTUAL PROPERTY

THIS SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY (this "Agreement") is made as of July 30, 2001 by and between **CorrFlex Packaging, LLC**, a North Carolina limited liability company (the "Packaging Subsidiary"), **CorrFlex Display & Packaging, LLC**, a North Carolina limited liability company (the "Display and Packaging Subsidiary") and **CorrFlex D&P, LLC**, a North Carolina limited liability company (the "D&P Subsidiary") (Packaging Subsidiary, Display & Packaging Subsidiary and D&P Subsidiary together with their successors and assigns is a "Grantor" and collectively are the "Grantors"), and **Allied Capital Corporation**, a Maryland corporation (with successors and assigns collectively, "Secured Party").

RECITALS

A. Pursuant to the terms of an Amended and Restated Loan Agreement (the "Loan Agreement") dated as of January 9, 1998, by and among (i) CorrFlex Graphics, LLC, a North Carolina limited liability company (collectively with successors and assigns, the "Parent") (ii) the Packaging Subsidiary, (iii) Display & Packaging Subsidiary, (iv) N717CF, LLC, a North Carolina limited liability company (collectively with successors and assigns, the "Airplane Subsidiary"), (v) the D&P Subsidiary (the Parent, the Packaging Subsidiary, the Display & Packaging Subsidiary, the Airplane Subsidiary and the D&P Subsidiary being collectively referred to herein as the "Company), (vi) the Principals and (vii) the Secured Party, the Secured Party funded a loan to the Company (hereinafter, with all modifications, renewals, extensions and replacements thereof and therefore, the "Loan") in the aggregate principal amount of Ten Million Dollars ($10,000,000), which Loan was evidenced by certain subordinated debentures in the amount of (i) Seven Million Dollars ($7,000,000), dated January 9, 1998 and (ii) Three Million Dollars ($3,000,000), dated November 12, 1999, each payable to the Secured Party (hereinafter, with all modifications, renewals, extensions and replacements thereof and therefor, the "Debentures").

B. Pursuant to the terms of the Loan Agreement, the Company also agreed to, among other things, comply with (i) certain affirmative and negative covenants, and (ii) obligations and agreements set forth therein.

C. The Parent has created the D&P Subsidiary for the purpose of acquiring (the "Acquisition") substantially all of the assets of Chesapeake Display and Packaging Company, an Iowa corporation ("Chesapeake"), pursuant to a certain Asset Purchase Agreement, as amended pursuant to Amendment No. 1 to Asset Purchase Agreement dated as of July 1, 2001 and Amendment No. 2 to Asset Purchase Agreement dated as of July 19, 2001 (the "Purchase Agreement") by and among the Parent, as assigned to the D&P Subsidiary, and Chesapeake to be consummated on or after the date hereof.

D. The Loan Agreement prohibits the Company from consummating certain activities contemplated by the Purchase Agreement including the Acquisition.

E. In order to induce the Secured Party to consent to the transactions contemplated by the Purchase Agreement which are prohibited under the Loan Agreement, the Grantors are willing to execute this Agreement.

PROVISIONS

In consideration of the premises and the covenants herein, and for other good and valuable consideration, the undersigned parties agree as set forth below. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

I. GRANT OF SECURITY INTEREST

Each Grantor hereby grants to Secured Party a security interest in its now-existing or hereafter acquired right, title and interest in, under and to any and all patents, trademarks, service marks, mask works, copyrights, licenses, and other intellectual property, including (without limitation) all items identified in Schedule A attached hereto; all patent, service mark, trademark and mask work applications relating in any way to the subject matter of the foregoing, and all reissues, renewals, extensions, continuations, continuations-in-part and divisions thereof, together in each case with the goodwill of such Grantor's business connected with the use of each trademark or service mark, and symbolized by each trademark or service mark (all of the foregoing being hereinafter collectively referred to as the "Intellectual Property"); and any and all proceeds thereof, including, without limitation, all present and future claims of such Grantor against third parties for infringement of any Intellectual Property. All the foregoing is hereinafter collectively referred to as "Collateral".

II. OBLIGATIONS SECURED

This Agreement is made to Secured Party (and any subsequent holders of the Debentures and/or assignees of the Loan Agreement), to secure repayment of the Loan, payment and performance of all now-existing and future obligations of any Grantor to Secured Party under the Loan Agreement (hereinafter collectively, "Obligations").

III. WARRANTIES AND COVENANTS

A. No Transfer. No Grantor shall assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party, except as such action is expressly permitted hereunder and except in connection with (i) the terms of a loan agreement of even date herewith pursuant to which Bank of America, N.A. (formerly known as NationsBank, N.A.) provided to the Company with a loan in the aggregate amount of Forty Million Dollars ($40,000,000) consisting of those certain term loans not to exceed Twenty Four Million Dollars ($24,000,000) and that certain revolving line of credit not to exceed Fifteen Million Five Hundred Thousand Dollars ($15,500,000), (ii) the Southland Note, and (iii) the Performance Note.

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B. Lien Perfection. Each Grantor will at its own expense perform all acts necessary to execute, perfect, maintain, record or enforce the security interest granted herein in the Collateral or otherwise to further the provisions of this Agreement. Each Grantor hereby agrees to execute one or more financing statements (or similar documents) with respect to the Collateral and authorizes Secured Party to file and/or record same among the appropriate public record(s). Furthermore, each Grantor hereby authorizes the Secured Party to record this Agreement among the records of the U.S. Patent and Trademark Office.

C. Notice of Subsequent Applications. Each Grantor shall provide to Secured Party, simultaneously with the quarterly certifications to be provided by Grantor to Secured Party pursuant to Section 5.2 of the Loan Agreement, notice of each and any filed application(s) for the issuance of a patent, trademark or service mark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country. Upon request of the Secured Party, each Grantor shall deliver to Secured Party copies of any and all applications documents and other papers in respect to such an application.

D. No Abandonment. No Grantor shall either do any act or omit to do any act, whereby any patent, trademark or service mark which is part of the Collateral may or could become abandoned or unenforceable, except with the prior written consent of Secured Party, which shall not be unreasonably withheld. Each Grantor shall immediately notify Secured Party in writing if it knows or has reason to know of any reason why any application, service mark, trademark or patent may become abandoned, invalidated or the subject of any suit, action or proceeding.

E. Duty to Notify. Each Grantor will promptly notify Secured Party of any use by any person or any infringement of the Intellectual Property, and any litigation related to the Collateral.

IV. LENDER'S REMEDIES

Upon declaration of default under any of the Obligations and in addition to all other rights and remedies of Secured Party, whether provided by law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, any Grantor except as such notice or consent is expressly provided for herein.

A. Stop Use. Secured Party may require that neither any Grantor nor any affiliate or subsidiary of such Grantor make any use of the Intellectual Property for any purpose whatsoever.

B. Licenses. Upon ten (10) days notice to any Grantor, Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout the United States of America, its territories and possessions and all foreign countries.

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C. Sale. Upon ten (10) days prior notice to any Grantor, Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations. Secured Party shall have the power to buy the Collateral or any part thereof, and shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition.

D. Power of Attorney. In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Subparagraph C above, Secured Party may at any time after default under the Obligations execute and deliver on behalf of a Grantor, one or more instruments of assignment of all or any part of the Collateral (or application, letters patent or recording relating thereto), in form suitable for filing, recording or registration (as the case may be). Each Grantor agrees to pay when due all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and attorneys' fees.

E. Application of Proceeds; Deficiency. Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the reasonable costs and expenses thereof, including, without limitation, to reasonable attorneys' fees incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its reasonable discretion determine. Each Grantor shall remain liable to Secured Party for any expenses or Obligations remaining unpaid after the application of such proceeds, and each Grantor will pay Secured Party on demand any such unpaid amount, together with interest at the interest rate set forth in the Debentures.

F. Trade Secrets. In the event that any such license, assignment, sale or other disposition of the Collateral (or any part thereof) is made after the occurrence of an event of default under any of the Obligations, each Grantor shall supply to Secured Party or Secured Party's designee, its knowledge and expertise relating to the manufacture and sale of products according to the patented inventions and to the provision of services to customers through the use of the Intellectual Property, and its customer lists and other records relating to such products and services.

G. Uniform Commercial Code. In addition to other rights and remedies provided herein or otherwise available to the Secured Party, the Secured Party shall have, in respect to the Collateral, all rights and remedies of a secured party under Article 9 (or any corresponding article) of the applicable Uniform Commercial Code, whether or not such Code would otherwise be applicable to the Secured Party's rights herein.

V. NO DUTY ON SECURED PARTY; NON-EXCLUSIVE

Nothing herein shall be construed as requiring Secured Party to take any action provided for herein at any time. All of Secured Party's rights and remedies, whether provided by law, under terms of the Obligations, in this Agreement or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively or concurrently.

VI. MISCELLANEOUS

A. Satisfaction Upon the satisfactory completion of all the terms and conditions of this Agreement and the Obligations and upon full and undefeasible payment of all monies due thereunder, Secured Party will execute a release of its security interest in the Intellectual Property and deliver that release to each Grantor for filing by it at such Grantor's expense.

B. No Waiver. Any failure or delay by Secured Party to require strict performance by any Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to a Grantor, specifying such waiver.

C. Notice. All notices, requests and demands to or upon the respective parties hereto shall be provided in accordance with, and governed by the terms of the Loan Agreement.

D. Severability; Captions. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement, which shall be deemed severable. The captions and paragraph headings herein shall not be considered part of the this Agreement.

E. Parties; Changes. This Agreement shall be binding upon and inure to the benefit of each Grantor and the Secured Party, and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement and signed by the party to be charged thereby.

F. Choice of Law. Venue and Jurisdiction. Service of Process. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the District of Columbia, without regard to its principles of conflicts of law. Venue for any adjudication hereof shall be only in the courts of the District of Columbia or the Federal courts in the District of Columbia, to the jurisdiction of which courts all parties hereby submit, as the agreement of such parties, as not inconvenient and as not subject to review by any court other than such courts in the District of Columbia. Each Grantor intends and agrees that the courts of the jurisdictions in which such Grantor is incorporated and conducts business shall afford full faith and credit to any judgment rendered by a court of the District of Columbia against such Grantor hereunder, and that such District of Columbia and federal courts shall have in personam jurisdiction to enter a valid judgment against such Grantor. Service of any summons and/or complaint hereunder and any other process which may be served on any Grantor in any action in respect hereto, may be made by mailing via registered mail or delivering a copy of such process, to the address last provided by such Grantor to Secured Party. Each Grantor agrees that this submission to jurisdiction and

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consent to service of process are reasonable and made for the express benefit of Secured Party.

G. WAIVER OF JURY TRIAL. EACH GRANTOR WAIVES ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS OF ANY KIND DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES IN RESPECT HERETO. EACH GRANTOR ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL TERM OF THIS AGREEMENT AND THAT SECURED PARTY WOULD NOT EXTEND ANY FUNDS UNDER THE DEBENTURES IF THIS WAIVER OF JURY TRIAL WERE NOT A PART HEREOF. EACH GRANTOR ACKNOWLEDGES THAT THIS IS A WAIVER OF A LEGAL RIGHT AND THAT IT MAKES THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTATION WITH, OR THE OPPORTUNITY TO CONSULT WITH, COUNSEL OF ITS CHOICE. EACH GRANTOR AGREES THAT ALL SUCH CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS SHALL BE TRIED BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION, WITHOUT A JURY.

H. No Marshalling. Notwithstanding the existence of any other security interests held by Secured Party or by any other party, Secured Party shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided herein. Secured Party shall have the right to determine the order in which any or all portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Any Grantor, any party who becomes liable for any Grantor's obligations and covenants under this Agreement, and any party who now or hereafter acquires a security interest in the Collateral, or any portion thereof, hereby waives any and all right to require any marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

I. Subordination. The security interest granted herein and the Secured Party's rights and remedies hereunder are subordinated, according to the terms of a certain Subordination Agreement dated November 12, 1999, as amended, by and among Bank of America, Allied, the Packaging Subsidiary and the Display and Packaging Subsidiary.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

CorrFlex Packaging, LLC

[Seal]

By: _____

Name: L. Kerry Vickar

Title: Chairman and CEO

North Carolina)
Mecklenburg) SS:

On this the 30th day of July, 2001, before me, Phyllisanne DeLaRosa, the undersigned officer, personally appeared L. Kerry Vickar, who acknowledged himself to be the Chairman and CEO of CorrFlex Packaging, LLC, a limited liability company, and that he, as such Chairman and CEO, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing the name of such corporation as its Chairman and CEO.

WITNESS my hand and official seal this 30th day of July, 2001.

Phyllisanne DeLaRosa
Notary Public

[Notarial Seal]
My Commission Expires: 8/02/03

OFFICIAL
Notary Public, North Carolina
County of Mecklenburg
PHYLLISANNE DELAROSA
My Commission Expires 8/2/2003

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GRANTOR:

CorrFlex Display & Packaging, LLC

[Seal]

By: _____

Name: L. Kerry Vickar

Title: Chairman and CEO

North Carolina)
Mecklenburg) SS:

On this the 30th day of July, 2001, before me, Phyllisanne DeLaRosa, the undersigned officer, personally appeared L. Kerry Vickar, who acknowledged himself to be the Chairman and CEO of CorrFlex Display & Packaging, LLC, a corporation, and that he, as such Chairman and CEO, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing the name of such corporation as its Chairman and CEO.

WITNESS my hand and official seal this 30th day of July, 2001.

Phyllisanne DeLaRosa
Notary Public

[Notarial Seal]
My Commission Expires: 08/02/03

OFFICIAL SEAL
Notary Public, North Carolina
County of Mecklenburg
PHYLLISANNE DELAROSA
My Commission Expires 8/2/2003

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GRANTOR:

CorrFlex D&P, LLC.

[Seal]

By: _____
Name: L. Kerry Vickar
Title: Chairman and CEO

North Carolina)
Mecklenburg) SS:

On this the 30th day of July, 2001, before me, Phyllisanne DelaRosa, the undersigned officer, personally appeared L. Kerry Vickar, who acknowledged himself to be the Chairman and CEO of CorrFlex D&P, LLC, a corporation, and that he, as such Chairman and CEO, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing the name of such corporation as its Chairman and CEO.

WITNESS my hand and official seal this 30th day of July, 2001.

Phyllisanne DelaRosa
Notary Public

[Notarial Seal]
My Commission Expires: 8/02/03

OFFICIAL SEAL
Notary Public, North Carolina
County of Mecklenburg
PHYLLISANNE DELAROSA
My Commission Expires 8/2/2003

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SCHEDULE A

Schedule of Intellectual Property

Trademarks, Servicemarks or trade or servicemark Applications

COR-BOX -- Registration No. 0977605 – Filing Date -

SANTA'S LITTLE ELF -- Serial No. 75/234,592 -- Filing Date - January 31, 1997

SANTA'S BIG ELF -- Serial No. 75/234,599 -- Filing Date - January 31, 1997

SANTA'S GIANT ELF -- Serial No. 75/234,598 -- Filing Date - January 31, 1997

SPOOKTACULAR-- Serial No. 75/234,597 -- Filing Date - January 31, 1997

SPOOK-O-LANTERN -- Serial No. 75/234,596 -- Filing Date - January 31, 1997

PEAKE NET*

PEAK SOLUTIONS*

*Unregistered - To be acquired from Chesapeake Display and Packaging Company ("Chesapeake") pursuant to an Asset Purchase Agreement, dated as of April 20, 2001, as amended, between CorrFlex Graphics, LLC and Chesapeake.

Patents, Copyrights, Mask Works or Application

All of the following patents and patent applications are to be acquired from Chesapeake:

1. Patent No. 4,929,116: Coupler assembly for connecting corrugated sheet material.
2. Patent No. 4,949,851: Collapsible display.
3. Design Patent No. 319,940: Foldable tray unit for product merchandising display stand.
4. Design Patent No. 359,180: Display tray.
5. Patent No. 5,611,438: Product display and display hook for use in same.
6. Design Patent No. 380,113: Can dispenser and holder.
7. Design Patent No. 432,912: Box.
8. Design Patent No. 433,630: Box.
9. Design Patent No. 295,815: Refrigerated dispenser display stand.
10. Design Patent No. 319,938: Article display stand.
11. Design Patent No. 328,205: Display rack.
12. Design Patent No. 328,210: Display rack module.
13. Design Patent No. 335,048: Display stand.
14. Design Patent No. 335,049: Display stand.
15. Design Patent No. 335,050: Display stand.
16. Design Patent No. 337,511: Flange plate for a spool.

17. Design Patent No. 337,718: Interlock panel for a spool.
18. Design Patent No. 341,769: Spool.
19. Design Patent No. 352,147: Portable display cart.
20. Patent No. 4,420,947: Shelf support system.
21. U.S. Patent Application (No. 09/271,744) for display system for advancing products (filed March 18, 1999).
22. Pending Patent Applications

Country	Serial No.	Filing Date	Title
US	60/162,116	Oct. 29, 1999	Display Assembly
US	60/162,114	Oct. 29, 1999	Floor Standing Panel Display
US	60/162,115	Oct. 29, 1999	Foldable Double Sided Display Unit
US	60/237,150	Oct. 2, 2000	Suitcase Style Pre-Pack Floorstand
US	60/265,746	Feb. 2, 2001	Wheeled Display With Built-in Retail Ramp^

Licenses

1. License of JD Edwards software.*
2. License of Harry Rhodes software.*
3. All software embedded in material equipment owned or leased by the Company.
4. Quality Systems International Software License and Support Agreement, dated May 31, 2000, between Quality Systems International and Chesapeake Display and Packaging Company.*

5. License Agreement, dated August 25, 1998, between Cyre, Inc. and Chesapeake Display and Packaging.*

6. Changepoint Software License and Maintenance Agreement, dated June 9, 1999, between Changepoint Inc. and Chesapeake Display and Packaging, as amended.*

7. Symantec Value License Program, Issued November 10, 2000 to Chesapeake Display and Packaging.*

8. License Agreement for Sametime Software, a Lotus Notes software designed for instant messaging and electronic conferencing via a computer.*

9. All software licenses with respect to all shrink wrapped and original equipment software loaded on equipment of CorrFlex D&P, LLC to be acquired from Chesapeake.*

*To be acquired by the Company from Chesapeake pursuant to the Purchase Agreement.