

04-23-2002

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

102063961

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

1. Name of conveying party(ies):

Mail-Well I Corporation

4-17-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 03/28/02

2. Name and address of receiving party(ies)

Name: Bank Of America, N.A., As Agent

Internal Address: NC1-001-08-19

Street Address: 101 N. Tryon Street

City: Charlotte State: NC Zip: 28255

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 402903

Additional number(s) attached Yes No

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

Name: Mark Hartwell

Internal Address: Brobeck,Phleger & Harrison LLP Spear Street Tower

Street Address: One Market

City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

04/22/2002 DBYRNE 00000059 402903

01 FC: 81 Mark Hartwell 40.00 NP Name of Person Signing

Signature (Handwritten)

4/16/02 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment to Patent and Trademark Security Agreement (this "Amendment") is entered into as of the 28th day of March, 2002, by and between Mail-Well I Corporation (the "Grantor") and Bank of America, N.A. (the "Agent"), as agent for itself and the Lenders under that certain Credit Agreement dated February 18, 2000, among the Grantor, the Agent, ABN AMRO Bank N.V., as syndication agent, The Bank of Nova Scotia, as documentation agent, SunTrust Bank, Union Bank of California, N.A. and Wells Fargo Bank, N.A., as managing agents (as amended through the date hereof, the "Credit Agreement").

Reference is made to that certain Patent and Trademark Security Agreement (the "Security Agreement") dated of even date with the Credit Agreement, between the Grantor and the Agent, as agent for itself and the Lenders under the Credit Agreement.

WHEREAS, on November 14, 2001, the Grantor received an assignment of the trademark described in Exhibit A hereto (the "Trademark"); and

WHEREAS, the parties hereto wish to amend the Security Agreement so as to include the Trademark as part of the collateral covered by the Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. References.

(a) Unless otherwise specifically defined herein, each term used herein (including in the Recitals hereof) which is defined in the Security Agreement or in the Credit Agreement shall have the meaning assigned to such term in the Security Agreement or Credit Agreement, as applicable.

(b) Each reference to "this Agreement", "hereof", "hereunder", "herein" and "hereby" and each other similar reference contained in the Security Agreement, shall refer to the Security Agreement as amended hereby.

2. Amendment to Security Agreement. Subject to the terms and conditions hereof, the Security Agreement is hereby amended as follows:

Schedule B to the Security agreement shall be, and hereby is, amended to include the information set forth in Exhibit A hereto.

3. Miscellaneous.

(a) This Amendment and the Security Agreement as amended by this Amendment shall be binding upon and inure to the benefit of the parties hereto and thereto and their respective successors and assigns.

(b) The Agent may record this Amendment with the United States Patent and Trademark Office, and the Grantor shall reimburse the Agent for all reasonable expenses incurred in connection with making such filing.

(c) Except as herein expressly amended and supplemented, all of the terms and provisions of the Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

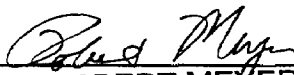
(d) This Amendment shall be governed by and construed in accordance with the law of the State of California, provided that the Agent and the Lenders shall retain all rights arising under Federal law.

(e) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(f) This Amendment contains the entire and exclusive agreement of the parties hereto with reference to the matters discussed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

MAIL-WELL I CORPORATION

By: 
Name: ROBERT MEYER
Title: VICE PRESIDENT-TREASURER & TAX

BANK OF AMERICA, N.A.

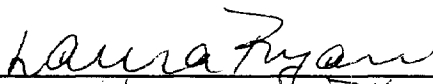
By: 
Name: LAURA RYAN
Title: PRINCIPAL

EXHIBIT A

Trademark	Date of Registration	File Number
VISULOPE	8/24/43	402,963