



06-10-2002

U.S. Patent & TMO/TM Mail Rcpt. Dt. #/

06-17-2002

D

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼

RECORDATION FORM TRADEMARK



102124655

COMMERCE
demark Office

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

1. Name of conveying party(ies):

Schurman Fine Papers
Papyrus Franchise Corporation

6-10-02

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corp.

Internal
Address: _____

Street Address: 6130 Stoneridge Mall Road

City: Pleasanton State: CA Zip: 94588

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

RECEIVED
COMMERCIAL PROCESS
JUN 10 A 10 10 2002
U.S. PATENT & TRADEMARK OFFICE

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: 04/30/2002

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

A. Trademark Application No.(s) 76291131

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: _____

Attention: Elaine Howard, Legal Assistant

Street Address: 101 California Street

39th Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

DO NOT USE THIS SPACE

9. Signature.

Christine E. Wilson

Christine E. Wilson

Elaine Howard

Elaine Howard

Name of Person Signing

Signature

June 6, 2002

Date

6

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

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

06/14/2002 LNUELLER 00000041 200052 76291131

01 FC:481 40.00 CH

TRADEMARK
REEL: 002525 FRAME: 0752

FIRST AMENDMENT TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT, dated as of April 30, 2002 ("Amendment"), is made by SCHURMAN FINE PAPERS, a California corporation ("Borrower"), and POPYRUS FRANCHISE CORPORATION, a California corporation and a wholly owned subsidiary of Borrower ("Papyrus") (Borrower and Papyrus being referred to collectively as "Grantors" and each individually as "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent"), on behalf of the "Lenders", as such term is defined in the Amended and Restated Credit Agreement identified below, with respect to the following facts.

RECITALS

A. Pursuant to that certain Credit Agreement dated as of January 18, 2000 between Borrower, the Persons named therein as Credit Parties, Agent and the Persons named therein as Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders agreed to make certain financial accommodations to or for the benefit of Borrower upon the terms and conditions contained therein. Unless otherwise noted in this Amendment, capitalized terms used herein shall have the meanings attributed to them in the Credit Agreement (as such meanings may have been modified by the Amended and Restated Credit Agreement described below).

B. In connection with the making of the Loans under the Credit Agreement, each Grantor has previously entered into a Patent, Trademark and Copyright Security Agreement, dated as of January 18, 2000 among Borrower, Papyrus and Agent (the "Intellectual Property Security Agreement"), whereby each Grantor granted to Agent, for the ratable benefit of each of the Lenders, a first priority security interest and lien on the Intellectual Property Collateral as defined therein.

C. Pursuant to that certain Amended and Restated Credit Agreement of even date herewith (the "Amended and Restated Credit Agreement"), Lenders and Borrower have agreed to amend the Credit Agreement, among other things, to extend the term of the revolving credit facility provided to Borrower under the Credit Agreement.

D. Borrower has registered, or applied for registration of, three new Trademarks subsequent to the date of the Intellectual Property Security Agreement.

E. Each Grantor wishes to reaffirm its grant of security interest in the Intellectual Property Collateral and amend the Intellectual Property Security Agreement to update the listing of pledged Trademarks as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Amended and Restated Credit Agreement, and to induce the Lenders to enter into the Amended and Restated Credit Agreement, each of the Grantors agrees as follows:

1. Amendment to Intellectual Property Security Agreement. From and after the date of this Amendment, Schedule 1 (Part B) of the Intellectual Property Security Agreement is supplemented to add the Trademarks identified in Appendix A hereto.
2. Reaffirmation. Except as specifically modified by this Amendment, each Grantor hereby ratifies and reaffirms each and every one of its obligations under the Intellectual Property Security Agreement, and confirms that such obligations are, and shall continue to be, in full force and effect to the full extent provided therein without any defense, claim, counterclaim, right of offset, recoupment or other defense to payment or performance whatsoever, each of which is hereby expressly waived. Without limiting the generality of the foregoing, each Grantor agrees and acknowledges that the Intellectual Property Security Agreement, as amended herein, applies with full force and effect to the Credit Agreement as amended and restated by the Amended and Restated Credit Agreement.
3. Covenants and Warranties. Borrower hereby represents and warrants that it is the sole owner of the Intellectual Property Collateral identified in Appendix A hereto.

[Remainder of Page Left Blank Intentionally]

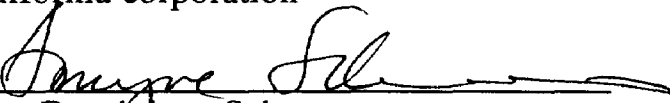
IN WITNESS WHEREOF, Grantors have executed and delivered this Amendment of Intellectual Property Security Agreement as of the date first written above.

"Grantors"

SCHURMAN FINE PAPERS,
a California corporation

By: 
Dominique Schurman
President and Chief Executive Officer

PAPYRUS FRANCHISE CORPORATION
a California corporation

By: 
Dominique Schurman
President and Chief Executive Officer

"Agent":

ACCEPTED AS OF APRIL __, 2002

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Lawrence E. Ridgway
Duly Authorized Signatory

IN WITNESS WHEREOF, Grantors have executed and delivered this Amendment of Intellectual Property Security Agreement as of the date first written above.

"Grantors"

SCHURMAN FINE PAPERS,
a California corporation

By: _____
Dominique Schurman
President and Chief Executive Officer

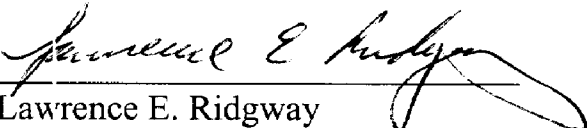
PAPYRUS FRANCHISE CORPORATION
a California corporation

By: _____
Dominique Schurman
President and Chief Executive Officer

"Agent":

ACCEPTED AS OF APRIL 30, 2002

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Lawrence E. Ridgway
Duly Authorized Signatory

APPENDIX A

TRADEMARKS AND TRADEMARK LICENSES

Federal Trademarks

<u>Trademark</u>	<u>Registration No</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
DO JIGGIES	N/A	76/291131	N/A	N/A

Foreign Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
PAPYRUS	Hong Kong China	N/A	20011997	N/A	N/A
PAPYRUS	Hong Kong China	N/A	20011998	N/A	N/A