

FORM PTO-1594 RECORDATION FORM COVER SHEET

08-05-2002

(Rev. 6-93)

Patent and Trademark Office



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

102177884

TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies): 9-5-02
WISCO III, L.L.C.
8310 South Valley Highway, Suite 400
Englewood, CO 80112

- Individuals(s) Association
General Partnership Limited Partnership
Corporation-State
Other Limited Liability Company

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

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as Agent
Internal Address:
Street Address: 55 South Lake Avenue, Suite 900
City: Pasadena State: CA ZIP: 91101

- 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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name

Execution Date: June 27, 2002

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2,215,760

Additional numbers attached? Yes No

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

Ana B. Acob

Name: Buchalter, Nemer, Fields & Younger

Internal Address:

Street Address: 601 South Figueroa Street, 24th Floor

City: Los Angeles State: California ZIP: 90017

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: 20-0052

(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.

David Adams

Ana B. Acob

Name of Person Signing

Signature

July 19, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WISCO III, LLC, a Delaware limited liability company, whose address is 8310 South Valley Highway, Suite 400, Englewood, Colorado 80112 ("Grantor") hereby acknowledges the following:

Mail-Well, Inc., a Colorado corporation (the "Parent"), Mail-Well I Corporation, a Delaware corporation ("Mail Well I"), and certain Subsidiaries of Mail-Well I (Mail-Well I and each such Subsidiary, a "Borrower", and collectively, the "Borrowers"), the Agent and certain financial institutions party thereto from time to time (the "Lenders"), are parties to that Amended and Restated Credit Agreement, dated as of June 27, 2002 (as amended, modified, renewed or extended from time to time, the "Credit Agreement"); and

Under the terms of the Credit Agreement and the related Amended and Restated Security Agreement, dated as of June 27, 2002 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), entered into by the Grantor, certain Subsidiaries of Mail-Well I and the Agent, the Grantor hereby grants to Agent a security interest in: (a) the trademarks and trademark registrations and applications therefor which are identified on the Schedule A attached hereto and incorporated herein by this reference (the "Trademarks"), together with the goodwill thereto; (b) the patents and patent applications which are identified on the Schedule B attached hereto and incorporated herein by this reference (the "Patents"); and (c) the copyright registrations and copyright licenses which are identified on Schedule C attached hereto and incorporated herein by this reference (the "Copyrights"), owned by Grantor, which Trademarks, Patents, and Copyrights are appurtenant, and all actions for infringement concerning the foregoing.

Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which the Agent may have in any other collateral described in the Security Agreement or otherwise. Capitalized Terms used but not defined herein shall have the meanings given them in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the 27th day of June, 2002.

WISCO III, LLC,
a Delaware limited liability company

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

TRADEMARK

REEL: 002554 FRAME: 0517

Schedule A

Trademarks

Registered Trademarks:

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
WISCO	2,215,760	01-05-99

Trademarks (Applied For):

<u>Trademark Description</u>	<u>Serial Number</u>	<u>Date Filed</u>
	None	

Schedule B

Patents

Patents Issued:

<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
	None	

Patents Pending:

<u>Patent Description</u>	<u>Application Number</u>	<u>Date Filed</u>
	None	

Schedule C

Copyrights

Title

Registration Number

Registration Date

None