

FORM PTO-1594 RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

Patent and Trademark

08-05-2002

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

8/5/02



102177888

TRADE

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): 8-5-02
Mail-Well I Corporation
8310 South Valley Highway, Suite 400
Englewood, CO 80112

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other

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 _____

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

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **June 27, 2002**

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

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

A. Trademark Application No.(s)
76-393,207

B. Trademark Registration No.(s)
1,213,940; 401,177

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: 31

7. Total fee (37 CFR 3.41)\$ 790,00
 Enclosed
 Authorized to be charged to deposit account

08/06/2002 GTDM11 00000033 200052 76393207
01 FC:481 40.00 CH
02 FC:482 750.00 CH

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: 7

Schedule A

Trademarks

Registered Trademarks:

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
PEERLESS PROXY MAILER	1,213,940	10-26-82
BANKVELOPE (Stylized letters)	401,177	04-27-43
AMERICAN MAIL-WELL ENVELOPE	2,061,973	05-13-97
POS-I-CHEK	1,233,532	04-05-83
PARK SQUARE (Stylized letters)	960,448	06-05-73
DEFENDER	913,557	06-08-71
PARKRAFT	856,538	09-10-68
CENTURY WHITE WOVE (Stylized letters)	858,601	10-15-68
BULKAMAIL	857,511	09-24-68
C-PACK (Stylized letters)	857,055	09-17-68
DESIGN ONLY	808,519	05-17-66
CARRY-WELL	756,907	09-17-63
MAIL-WELL (Stylized letters)	555,939	03-11-52
VISULOPE	402,963	08-24-43

Schedule A

Trademarks

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
RELEASETRIP	1,959,813	03-05-96
SHIP-LITE	1,936,690	11-21-95
FLAP-STIK	1,825,107	03-08-94
SURVIVOR	1,740,576	12-15-92
INTERNATIONAL ENVELOPE COMPANY	1,469,035	12-15-87
GIFT-A-LOPES	1,406,732	08-26-86
SURVIVOR	1,201,056	07-13-82
IEI and Design	1,212,407	10-12-82
ATTACH- A- TAB	1,281,074	06-05-84
PRESTO-SEAL	846,273	03-19-68
PRESTO-SEAL	846,272	03-19-68
DURA-STIK	791,041	06-15-65
BAND DESIGN	765,915	03-03-64
FIND IT	759,240	10-29-63

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<u>Trademark Description</u>	<u>Serial Number</u>	<u>Date Filed</u>
SOUTHWEST ENVELOPE	76-393,207	04-08-02
ARCTIC FOX	76-393,205	04-08-02
SLICKER SHIPPERS	76-356,527	01-07-02

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

MAIL-WELL I CORPORATION, a Delaware corporation, whose address is 8310 South Valley Highway, Suite 400, Englewood, Colorado 80112 (herein referred to as "Mail-Well I" and as "Grantor"), hereby acknowledges the following:

Grantor has executed a Patent and Trademark Security Agreement, dated as of February 18, 2000, in favor of Bank of America, N.A., as agent for itself and certain lenders (in such capacity, the "Agent"), which was recorded in the Trademark Division of the United States Patent and Trademark Office on May 15, 2000, at Reel 002081, Frame 0868, and in the Patent Division of the United States Patent and Trademark Office on May 15, 2000, at Reel 010814, Frame 0295 (the "Patent and Trademark Security Agreement");

International Envelope Company, a Delaware corporation which was merged into Mail-Well I with Mail-Well I as the survivor, has executed a Patent and Trademark Security Agreement, dated as of February 18, 2000, in favor of Agent, which was recorded in the Trademark Division of the United States Patent and Trademark Office on May 22, 2000, at Reel 002086, Frame 0580, and in the Patent Division of the United States Patent and Trademark Office on May 22, 2000, at Reel 010841, Frame 0023, together with the Patent and Trademark Security Agreement are collectively referred to as the "Existing Agreements"), whereby Grantor has granted to Agent a security interest in and to all of the Grantor's right, title and interest in and to the patents, and trademarks described therein.

Grantor has requested that Agent amend and restate the Existing Agreements to, among other things, confirm the grant of security interest under the Existing Agreements and grant to the Agent, for itself and for the ratable benefit of the Lenders (as such term is defined below), a security interest in additional collateral of the Grantor, and to accommodate a refinancing of the debt of certain affiliates of the Grantor;

Mail-Well, Inc., a Colorado corporation (the "Parent"), 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 confirms the grant of security interest under the Existing Agreements and grants to Agent a security interest in: (a) the trademark 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

Schedule A

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SLICKER SHIPPERS	76-356,527	01-07-02

Schedule B

Patents

Patents Issued:

<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Multiple-use sealable packages	6,032,854	03-07-00
Easy open, tamper evident envelope	5,499,757	03-19-96
Cardboard mailer package	5,487,826	01-30-96
Envelope with 3-D image viewing features	5,636,782	06-10-97
Paperboard storage container	5,316,210	05-31-94
Label generation apparatus	4,939,674	07-03-90
Shelf filing system with identification handle for file pockets	4,679,823	07-14-87

Patents Pending:

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

Schedule C

Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Quality Park Products 1995	TX4085224	1995
Quality Park Products dealer catalog .92	TX2183181	1995
American bicentennial envelope design	KK238835	1975
Postage rates	TX 848184	1982
Federal envelope insight: profitable postage principles	TX1009252	1982
Federal envelope: the company that puts more into your envelopes	TX1358451	1984
Packing envelope with bow design	VA214592	01-30-86
Packing envelope with candy cane design	VA214593	01-30-86
Packing envelope with holly design	VA214591	01-3086