

08-05-2002

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

TR

102177883

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):

Mail-Well Commercial Printing, Inc.
8310 South Valley Highway, Suite 400
Englewood, CO 80112

8-5-02

☐ Individuals(s) ☐ Association☐ General Partnership☐ Limited
Partnership☒ Corporation-State **Delaware**☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of NameExecution Date: **June 27, 2002**

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☐ OtherIf 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 patent number(s):

A. Trademark Application No.(s)

76-393,206Additional numbers attached? ☐ Yes ☒ No

B. Trademark Registration No.(s)

1,245,609; 1,839,425; 2,010,6835. 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**

08/06/2002 6TON11 00000045 200052 76393206

01 FC:481

40.00 CH

02 FC:482

75.00 CH

6. Total number of applications and registrations
involved: **4**7. Total fee (37 CFR 3.41) \$ **115**☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: **200052**

(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 Acob 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**

MAIL-WELL COMMERCIAL PRINTING, INC., a Delaware corporation, whose address is 8310 South Valley Highway, Suite 400, Englewood, Colorado 80112 ("Grantor") hereby acknowledges the following:

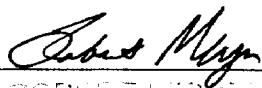
Mail-Well, Inc., a Colorado corporation (the "Parent"), Mail-Well I Corporation, a Delaware corporation ("Mail Well I"), and certain Subsidiaries of Mail-Well I (Mail-Well I and each such Subsidiary, a "Borrower", and collectively, the "Borrowers"), the Agent and certain financial institutions party 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.

MAIL-WELL COMMERCIAL PRINTING, INC.,
a Delaware corporation

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

TRADEMARK

__ REEL: 002554 FRAME: 0579

Schedule A

Trademarks

Registered Trademarks:

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
KLASSIC-KOTE and Design	1,245,609	07-12-83
BINGO	1,839,425	06-14-94
UNITED DIGITAL IMAGING	2,010,683	10-22-96

Trademarks (Applied For):

<u>Trademark Description</u>	<u>Serial Number</u>	<u>Date Filed</u>
MAIL-WELL 1-2-1	76-393,206	04-08-02

Schedule B

Patents

Patents Issued:

Patent Description

Patent Number

Issue Date

None

Patents Pending:

Patent Description

Application Number

Date Filed

None

Schedule C

Copyrights

Title

Registration Number

Registration Date

None