

FORM PTO-1594 RECORDATION FORM COVER SHEET

(Rev. 6-93)

Patent and Trademark Office

U.S. DEPARTMENT OF COMMERCE

8/5/02

08-05-2002

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



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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 Services, Inc.
8310 South Valley Highway, Suite 400
Englewood, CO 80112

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

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 _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Execution Date: **June 27, 2002**

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 patent number(s):

A. Trademark Application No.(s)
N/A

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
2,012,909

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**

08/06/2002 6TOM11 00000046 200052 2012909
01 FC:481 40.00 CH

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.

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 SERVICES, INC., a Colorado corporation, whose address is 8310 South Valley Highway, Suite 400, Englewood, Colorado 80112 ("Grantor") hereby acknowledges the following:

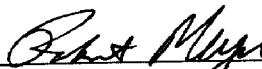
Mail-Well, Inc., a Colorado corporation (the "Parent"), Mail-Well I Corporation, a Delaware corporation ("Mail Well I"), and certain Subsidiaries of Mail-Well I (Mail-Well I and each such Subsidiary, a "Borrower", and collectively, the "Borrowers"), the Agent and certain financial institutions party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

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

Schedule A

Trademarks

Registered Trademarks:

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
CATHOLIC YELLOW PAGES (Disclaims "yellow pages")	2,012,909	10-29-96

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>
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None

Patents Pending:

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

Schedule C

Copyrights

Title

Registration Number

Registration Date

None