

08-28-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102203918

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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):
Berniss-Jason Corporation

8-19-02

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: Bank of America, N.A.
Internal Address: _____
Address: _____
Street Address: 231 South LaSalle Street
City: Chicago State: IL Zip: 60697

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
 Other _____

Execution Date: May 31, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76377455;
 76327424; 76293950

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2397371; 2325598;
 2294368

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nicole M. Walker
 Internal Address: Neal, Gerber & Eisenberg

 Street Address: Two North LaSalle Street

 City: Chicago State: IL Zip: 60602-3801

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 502261

DO NOT USE THIS SPACE

9. Signature.
 BYRNE 00000201 502261 76377455
 Nicole M. Walker
 Name of Person Signing Signature Date
 August 13, 2002
 Total number of pages including cover sheet, attachments, and document: 22

08/27/2002 01 FC:481 02 FC:482

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

TRADEMARK REEL: 002571 FRAME: 0032

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 31, 2000, is executed by BEMISS-JASON CORPORATION, a California corporation (the "Grantor"), in favor of BANK OF AMERICA, NATIONAL ASSOCIATION (formerly known as Bank of America National Trust and Savings Association, "BOA"), as the Agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties (as defined below).

W I T N E S S E T H :

WHEREAS, the Grantor and Bank of America National Trust and Savings Association (predecessor by merger to BOA) entered into a Credit Agreement dated as of September 4, 1998, as thereafter amended (such Credit Agreement, as so amended prior to the date hereof, is hereinafter called the "Original Credit Agreement") which Original Credit Agreement is being amended and restated as of the date hereof by that certain Amended and Restated Credit Agreement, dated as of May 31, 2000 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Grantor, the various financial institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto and the Agent, pursuant to which the Lenders have extended Commitments to make loans and other financial accommodations to the Grantor; and

WHEREAS, the Grantor has executed and delivered to BOA as the Lender a Trademark Security Agreement dated as of September 4, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Original Trademark Security Agreement") as a condition precedent to the making of the initial Credit Extensions under the Credit Agreement; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Borrower Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Credit Extensions after the Restatement Effective Date under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Property (as defined below) to secure all Liabilities; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make the Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Agent" is defined in the Preamble.

"Agreement" is defined in the Preamble.

"BOA" is defined in the Preamble.

"Borrower Security Agreement" is defined in the Recitals.

"Credit Agreement" is defined in the Recitals.

"Grantor" is defined in the Preamble.

"Lender(s)" is defined in the Recitals.

"Lender Party" means, as the context may require, any Lender or the Agent and each of its respective successors, transferees, and assigns.

"Original Credit Agreement" is defined in the Recitals.

"Original Trademark Security Agreement" is defined in the Recitals.

"Trademark" is defined in Section 2(a).

"Trademark Property" is defined in Section 2.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Grantor hereby assigns and pledges to the Agent for its benefit and the ratable benefit of the Lender Parties a security interest in all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Property"):

- (a) all trademarks, trade names, corporate names, company names,

business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of a like nature (all of the foregoing items in this **clause (a)** being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States Federal or state government, and corresponding offices in other countries of the world, including those referred to in **Item A** of **Schedule I** attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Item B** of **Schedule I** attached hereto;

(c) all reissues, extensions or renewals of any of the items described in **clauses (a)** and **(b)** above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **clauses (a)** and **(b)** above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Item A** and **Item B** of **Schedule I** attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Credit Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Property with the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Borrower Security Agreement. The Credit Agreement, the Borrower Security Agreement and all other Collateral Documents (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. No Further Trademark Registrations Without Security Interest on File. The Grantor hereby covenants that (a) it shall promptly, but no later than five days, after filing any additional Trademark applications with the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world, it shall execute and file (at its

expense) either a supplement substantially identical to this Agreement covering such application in the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world immediately after a serial number or other identifier has been assigned to such application or such other documents or instruments as the Agent shall have notified Grantor are necessary or appropriate, in each case, for the full perfection of a first priority security interest in favor of the Agent in such applications and related trademarks, such documents reflecting such security interests in favor of the Agent to be on file in any event in all requisite offices within three months after the filing by Grantor of any application.

SECTION 5. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments of the Lenders under the Credit Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Property which has been granted hereunder.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and each of the other Lender Parties with respect to the security interest in the Trademark Property granted hereby are more fully set forth in the Borrower Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Covenants. In addition to and not in limitation of the covenants and agreements contained in the Borrower Security Agreement, Grantor hereby covenants and agrees that it will not enter into any Trademark licenses or any other agreements that provide Grantor with the right to use Trademarks after the date hereof which would restrict the ability of Grantor to grant a security interest in favor of the Agent therein unless it obtains the prior written consent of the Agent. Grantor shall not, without the Agent's prior written consent, grant any exclusive licenses, or otherwise transfer all or substantially all Grantor's rights, with respect to any item comprising Trademark Property, except as permitted under the Credit Agreement and the Borrower Security Agreement.

SECTION 8. Grant of License to Use Trademark Property. For the purpose of enabling the Agent to exercise rights and remedies under this Agreement, the Borrower Security Agreement, the Credit Agreement and all other Loan Documents, at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, and as a supplement to and not in limitation of any and all rights and remedies available to the Agent, to the extent the Agent chooses to avail itself of the following, upon and subject to the occurrence and during the continuance of an Event of Default, the Grantor grants, to the extent not prohibited by applicable law or currently existing licenses granted in the ordinary course of business (unless and until appropriate consents have been obtained), to the Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense any Trademark Property now

owned or hereafter acquired by Grantor; provided, however, that to the extent such Trademark Property consists of Trademark licenses or other agreements that provide Grantor with the right to use Trademarks the non-exclusive license granted hereby to the Agent shall be subject to the terms and conditions contained in such Trademark licenses or such other agreements.

SECTION 9. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. The provisions of this Agreement are in addition to, and not intended to be a limitation of, the duties of Grantor and the rights of the Agent and each other Lender Party under the Credit Agreement or any of the other Loan Documents. To the extent there exists any conflict or ambiguity between the terms, covenants and conditions of this Agreement and any of the other Loan Documents, the terms, covenants and conditions which shall enlarge the rights and remedies of the Agent and each other Lender Party and the interest of the Agent and each other Lender Party in the Collateral, afford the Agent and each other Lender Party greater financial security in the Collateral and better assure payment of the Liabilities in full, shall control.

SECTION 10. Section Captions. Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.

SECTION 11. Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 12. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

SECTION 13. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 14. Amendment and Restatement. This Agreement is an amendment, restatement and continuation of the Original Trademark Security Agreement. Nothing herein shall be deemed to in any way terminate or limit any lien, claim or security interest heretofore granted to or retained by BOA, now in its capacity as Agent, for its benefit and

the ratable benefit of each of the Lender Parties, under or pursuant to the Original Trademark Security Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the day and year first above written.

BEMISS-JASON CORPORATION

By *Stephen J. Case*

Title: *President CEO*

Address: 37600 Central Court

Newark, CA 94560

Attention: *Corey T. Case*

Facsimile number: (510) 713-6441

ATTACHMENT 1 to AGREEMENT (Trademark)

CONFIDENTIAL

TRADEMARK PROPERTY STATUS REPORT
BY COUNTRY

PREPARED FOR

BEMISS-JASON CORPORATION
37600 CENTRAL COURT
NEWARK, CA 94560
(510)-713-6400 voice

PREPARED BY

TOWNSEND AND TOWNSEND AND CREW LLP

San Francisco Office
TWO EMBARCADERO CENTER
EIGHTH FLOOR
SAN FRANCISCO, CA 94111
(415)-576-0200 voice
(415)-576-0300 facsimile

Palo Alto Office
379 LYTTON AVENUE
PALO ALTO, CA 94301-1431
(650)-326-2400 voice
(650)-326-2422 facsimile

Seattle Office
TWO UNION SQUARE
601 UNION STREET, SUITE 5400
SEATTLE, WA 98101-2327
(206)-467-9600 voice
(206)-623-0793 facsimile

Denver Office
1200 SEVENTEENTH STREET
SUITE 2700
DENVER, CO 80202
(303)-571-4000 voice
(303)-571-4321 facsimile

JULY 27, 1998

CC INITIAL
TRADEMARK PROPERTY STATUS REPORT

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" WAS "EP") ATTY(S) HANDLING
Canada	ART TISSUE	n/a	306848 08/03/67	164641 08/15/69	Registered Next Renewal Due: 08/15/99	2813-8CA MAM (JAH)
Canada	BORDETTE	n/a	481629 02/01/82	271981 08/20/82	Renewed Next Renewal Due: 08/20/12	2813-24CA (JAH)
Canada	COROBUFF	n/a	290934 07/29/65	144366 03/11/81	Registered Next Renewal Due: 03/11/01	2813-5CA TM (JAH)
Canada	SPECTRA	n/a	306539 07/21/67	160080 12/20/83	Renewed Next Renewal Due: 12/20/13	2813-8-0-1CA (JAH)
European Commun	ART FUN	16 28	710699 12/29/97		Pending Priority Application No.: 75318,097 (07/01/97)	2813-90EM JCB (JAH)
European Commun	ART KRAFT	16	351627 04/03/96		Pending - arguments submitted against descriptiveness refusal.	2813-59EM (JAH)
European Commun	BORDETTE	16	191809 04/03/96		Pending - approved for registration (reg. fee paid).	2813-24EM (JAH)
European Commun	COROBUFF	16	191155 04/03/96		Pending - approved for registration (reg. fee paid).	2813-5EM (JAH)
European Commun	FADELESS	16	191940 04/03/96		Pending - approved for registration. REGISTRATION FEE DUE 08/31/98	2813-10EM MAM (JAH)
European Commun	FAMILY CRAFT	28	192021 04/03/96		Pending - approved for registration. REGISTRATION FEE DUE 09/07/98	2813-81EM TIA (JAH)
European Commun	KOLORFAST	16	184754 04/01/96		Pending - approved for registration. REGISTRATION FEE DUE 09/07/98	2813-31EM TMS (JAH)
European Commun	MAGICRAFT	16	815993 05/06/98		Pending - no Action	2813-94EM (JAH)
European Commun	PAPERCRAFT	16	435701 01/08/97		Pending - awaiting publication.	2813-87EM TM (JAH)
European Commun	RAINBOW	16	191098 04/03/96		Pending - Opposed (settlement being negotiated).	2813-27EM MAM (JAH)
European Commun	SPECTRA ART TISSUE	16	306738 04/03/96		Pending	2813-80EM TM (JAH)

sent
8/6/98
↓

CO. ATIAL
TRADEMARK PROPERTY STATUS REPORT

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" WAS "EP") ATTY(S) HANDLING
European Common	SPECTRA	16	319830 03/12/98		Pending - priority Date: 11/29/96 (UI); settlement negotiations underway with "junior" SPECTRA applicant.	2813-58EM (IAH)
European Common	SPECTRA & Design	16 26 28	569798 07/07/97		Pending Priority Application No.: 75/222,719 (01/08/97)	2813-88EM (IAH)
Mexico	ART KRAFT	16	164265 03/26/93	452916 02/23/94	Registered Next Renewal Due: 03/26/03	2813-59MX TJA (IAH)
Mexico	ART TISSUE	16	164264 03/26/93	463007 06/10/94	Registered Next Renewal Due: 03/26/03	2813-8MX (IAH)
Mexico	BORDETTE	16 -1	164274 03/26/93	452921 02/23/94	Registered Next Renewal Due: 03/26/03	2813-24MX TJA (IAH)
Mexico	CUNNOR & Design	28	164267 03/26/93	452918 02/23/94	Registered Next Renewal Due: 03/26/03	2813-43MX TJA (IAH)
Mexico	COROBUFF	16	164268 03/26/93	452919 02/23/94	Registered Next Renewal Due: 03/26/03	2813-5MX (IAH)
Mexico	FADELESS	16	164276 03/26/93	452922 02/23/94	Registered Next Renewal Due: 03/26/03	2813-10MX MAM (IAH)
Mexico	KLONDIKERS	28	164271 03/26/93	466733 07/18/94	Registered Next Renewal Due: 03/26/03	2813-54MX TJA (IAH)
Mexico	KOLORFAST	16	164270 03/26/93	475880 10/04/94	Registered Next Renewal Due: 03/26/03	2813-31MX TJA (IAH)
Mexico	PROTECTO FILM	16	164275 03/26/93		Abandoned	2813-20MX TJA (IAH)
Mexico	RAINBOW	16	164272 03/26/93		Abandoned	2813-27MX TJA (IAH)
Mexico	SPECTRA	16	164269 03/26/93	452920 02/23/94	Registered Next Renewal Due: 03/26/03	2813-58MX TJA (IAH)
Mexico	SURE-GRIP	28	164266 03/26/93	452917 02/23/94	Registered Priority Application No.: 74/251,222 (03/02/92) Next Renewal Due: 03/26/03	2813-63MX TJA (IAH)
Monaco	PAPERCRAFT	16	018012 02/11/97	9717923 02/11/97	Registered Next Renewal Due: 02/11/07	2813-87MC (IAH)

ENTIAL
TRADEMARK & PATENT STATUS REPORT

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" WAS "EP") ATTY(S) HANDLING
United Kingdom	ART KRAFT	16	1510013 08/18/92	1510013	Registered Next Renewal Due: 08/18/99	2813-59GB RR (JAH)
United Kingdom	ART TISSUE	16	1510008 08/18/92		Abandoned	2813-8GB JFS/TMS (JAH)
United Kingdom	BEMISS-JASON ART TISSUE	16	1572315 05/17/94	1572315 12/13/96	Registered Next Renewal Due: 05/17/01	2813-801GB TM (JAH)
United Kingdom	BEMISS-JASON CONNOR	28	1560583 10/31/94	1560583 11/03/95	Registered Next Renewal Due: 10/31/04 <i>Renewal date entered is that date associate claims is correct-apply. "converted" to New Act Appln. Am</i>	2813-67GB (JAH)
United Kingdom	BEMISS-JASON FADELESS	16	1567108 03/28/94	1567108 11/08/96	Registered Next Renewal Due: 03/28/01	2813-1001GB TJA (JAH)
United Kingdom	BEMISS-JASON KOLORFAST	16	1567107 08/18/92	1567107 3/28/94	Registered Next Renewal Due: 03/28/01	2813-31GB TJA (JAH)
United Kingdom	BORDETTE	16	1510003 08/18/92	1510003 08/18/92	Registered Next Renewal Due: 08/18/99	2813-24GB RR (JAH)
United Kingdom	COLOR-RULE	16	1527565 09/08/92	1527565	Registered Priority Application No.: 74/311,619 (09/08/92) Next Renewal Due: 09/08/99	2813-60GB TJA (JAH)
United Kingdom	CONNOR & Design	28	1510017 08/18/92		Abandoned (Refilled as BEMISS-JASON CONNOR)	2813-43GB RR (JAH)
United Kingdom	COROBUFF	16	1510009 08/18/92	1510009 07/08/94	Registered Next Renewal Due: 08/18/99	2813-5GB RR (JAH)
United Kingdom	FADELESS	16	1510006 08/18/92		Registered Next Renewal Due: 3/28/01	2813-10GB RR (JAH)
United Kingdom	KLONDIKERS	28	1510016 08/18/92	B1510016 08/12/94	Registered Next Renewal Due: 08/18/99	2813-54GB RR (JAH)
United Kingdom	KOLORFAST	16	1510000 08/18/92	1567107 03/28/94	Registered Next Renewal Due: 03/28/01	2813-31GB TMS (JAH)
United Kingdom	PROTECTO FILM	16	1510005 08/18/92		Abandoned	2813-20GB (JAH)

CONFIDENTIAL
TRADEMARK PROPERTY STATUS REPORT

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" WAS "EP") ATTY(S) HANDLING
United Kingdom	RAINBOW	16	1510001 08/18/92		Abandoned	2813-27GB MAM (JAH)
United Kingdom	SPECTRA	16	1510015 08/18/92	1510015 10/06/95	Registered Next Renewal Due: 08/18/99	2813-58GB RR (JAH)
United Kingdom	SURE-GRIP	28	1510010 03/02/92	1510010 05/20/94	Registered Priority Application No.: 74/251222 (03/02/92) Next Renewal Due: 03/02/99	2813-63GB RR (JAH)
United States	ART FUN	016; 028;	75/318097 07/01/97		Pending - 7/14/98: "art" disclaimed and arguments filed against refusal due to prior registration for SAND ART FUN®	2813-90US JCB (JAH)
United States	ART FUN	028;	75/976773 07/01/97		Pending - date of first use: 05/14/97; 7/14/98: "art" disclaimed and arguments filed against refusal due to prior registration for SAND ART FUN®	2813-90-1US (JAH)
United States	ART KRAFT	016;	74/210541 10/08/91	1862457 11/15/94	Registered Date of First Use: 04/03/68 Affidavit of Use Due: 11/15/99 End Sec.8 due 11/15/00	2813-59US (JAH)
United States	ART TEX	016;	408130 01/03/83	1269801 03/13/84	Registered Next Renewal Due: 03/13/04	2813-26US TM (JAH)
United States	BORDETTE	016;		1225969 02/01/83	Registered Next Renewal Due: 02/01/03	2813-24US TJA (JAH)
United States	COLOR-RULE	016;	311619 09/08/92	1807458 11/30/93	Registered Affidavit of Use Due: 11/30/98 End Sec.8 due 11/30/99	2813-60US (JAH)
United States	CONNER	028;		1332366 04/23/85	Registered Next Renewal Due: 04/23/05	2813-43US (JAH)
United States	CREATIVE LEARNER	016; 018;	73/728049 05/12/88	1587712 03/20/90	Registered Next Renewal Due: 03/20/00	2813-32-1US MAM (JAH)
United States	CT AND DESIGN	010;	75/182286 10/16/96	2103383 10/07/97	Pending Date of First Use: 10/10/96 Affidavit of Use Due: 10/07/02 End Sec.8 due 10/07/03	2813-86US TM (JAH)

AUGUST 6, 1998

PAGE 4

CONFIDENTIAL
TRADEMARK PROPERTY STATUS REPORT

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" WAS "EP") ATTY(S) HANDLING
United States	CUSHION PAPER	016		777589 09/22/64	Registered Next Renewal Due: 09/22/04	2813-1-1US RR (JAH)
United States	DESIGN	016		1373161 11/26/85	Registered Next Renewal Due: 11/26/05	2813-55US (JAH)
United States	DUO-FINISH	016		916924 07/20/71	Registered Next Renewal Due: 07/20/01	2813-11US MAM (JAH)
United States	FADELESS	016		874483 08/05/69	Registered Next Renewal Due: 08/05/09	2813- US TJA (JAH)
United States	KENWORTHY	016;	591729 10/28/94	1957396 02/20/96	Registered Date of First Use: 11/01/93 Affidavit of Use Due: 02/20/01 End Sec. 8 due 02/20/02	2813-66US (JAH)
United States	KLONDIKERS	016;		1332344 04/23/85	Registered Next Renewal Due: 04/23/05	2813-54US TJA (JAH)
United States	KOLORFAST	016;	630446 11/17/86	1481551 03/22/88	Registered Next Renewal Due: 03/22/08	2813-31US MAM (JAH)
United States	LEARNING WALLS	016;	75/101369 05/09/96	2136223 12/30/97	Registered Affidavit of Use Due: 12/30/02 End Sec. 8 due 12/30/03	2813-84US TJA (JAH)
United States	MAGICRAFT	016;	75/484037 05/07/98		Pending Date of First Use: 02/19/98	2813-94US (JAH)
United States	MAILBAG		669369 07/02/54	630812 07/17/56	Abandoned	2813-46US (JAH)
United States	MARK'N WIPE	016		1146942 02/10/81	Registered Next Renewal Due: 02/10/01	2813-21US (JAH)
United States	PROTECTO FILM	016;		1132184 04/01/80	Registered Next Renewal Due: 04/01/00	2813-20US TJA (JAH)
United States	RAINBOW	016	067713 02/13/59	734491 07/17/62	Registered Next Renewal Due: 07/17/02	2813-49US TJA (JAH)
United States	RAINBOW	016;	441234 08/29/83	1346068 07/02/85	Registered Next Renewal Due: 07/02/05	2813-27US (JAH)

AUGUST 6, 1998

PAGE 5

DENTIAL
TRADEMARK PROPERTY STATUS REPORT

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" WAS "EP") ATTY(S) HANDLING
United States	S.A.V.E.	016;	183181 07/08/91	1691518 06/09/92	Registered Next Renewal Due: 06/09/02	2813-52US (JAH)
United States	SAF-T-SORB	010;	75/155263 08/23/96	2081601 07/22/97	Registered Date of First Use: 08/16/96 Affidavit of Use Due: 07/22/02 End Sec. 8 due 07/22/03	2813-85US (JAH)
United States	SNAP-N-PLAY		177177 06/17/91		Abandoned	2813-48US TJA (JAH)
United States	SNAP-N-PLAY	028;	388572 05/03/93	1888587 04/11/95	Registered Date of First Use: 10/16/92 Affidavit of Use Due: 04/11/00 End Sec. 8 due 04/11/01	2813-48-1US TJA (JAH)
United States	SPECTRA	016; 020;	210544 10/08/91	1887082 04/04/95	Registered Affidavit of Use Due: 04/04/00 End Sec. 8 due 04/04/01	2813-58US (JAH)
United States	SPECTRA & DESIGN	016; 028;	75/222719 01/08/97		Pending	2813-88US LOV (JAH)
United States	SURE-GRIP	028;	74/251222 03/02/92	1727847 10/27/92	Registered Next Renewal Due: 10/27/02	2813-63US ABD/TJA (JAH)
United States	TRIAD MEDICAL	010;	75/450818 03/16/98		Pending Date of First Use: 12/24/81	2813-91US NW (JAH)
United States	UNIVERSAL ANGIOGRAPHY DRAPE	010;	75/106250 05/20/96	2050918 04/08/97	Registered Date of First Use: 03/01/92 Affidavit of Use Due: 04/08/02 End Sec. 8 due 04/08/03	2813-82US TJA (JAH)

CONFIDENTIAL
TRADEMARK PROPERTY STATUS REPORT

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" WAS "EP") ATTY(S) HANDLING
United States	WELCOME TO FIRST GRADE	027;	74/700489 07/13/95		Abandoned	2813-71US (IAH)
United States	WELCOME TO KINDERGARTEN	027;	74/700488 07/13/95		Abandoned	2813-70US (IAH)
United States	WELCOME TO SECOND GRADE	027;	74/700487 07/13/95		Abandoned	2813-72US (IAH)
United States	WELCOME TO THIRD GRADE	027;	74/700486 07/13/95		Abandoned	2813-73US TM (IAH)

1-800-448-7000 (T) 1-800-448-7000 (F)

TRADEMARKS

1. WESTRIM (U.S. Registration No. 1,051, 225; registered 10/26/76); Class 14.
2. WT Logo (U.S. Registration No. 1,060,725; registered 3/8/77); Class 14.
3. MINITREE (U.S. Registration No. 1,398,664; registered 6/24/86); Class 28.
4. FUNBEADS Logo (U.S. Registration No. 1,987,177; registered 7/16/96); Class 14.
5. FAMILY & FRIENDS Logo (U.S. Registration No. 1,991,249; registered 8/6/96); Class 14.
6. MEMORIES FOREVER (U.S. Registration No. 2,116,409; registered 11/25/97); Class 16.
7. WESTRIM (U.S. Registration No. 2,281,513; registered 9/28/99); Class 16 & 28.
8. MEMORIES FOREVER/THE CHERISHED LINE Logo (U.S. Registration No. 2,304,863; registered 12/28/99); Class 16.
9. THE CHERISHED LINE (U.S. Registration No. 2,315,012; registered 2/1/00); Class 16.
10. WESTRIM (Australia Registration No. 781,160; registered 12/16/98); Class 16.
11. WT Logo (Australia Registration No. 781,161; registered 12/16/98); Class 16.
12. WESTRIM (Canada Registration No. 520,762; registered 12/20/99).
13. WT Logo (Canada Registration No. 520,765; registered 12/20/99).

CONFIDENTIAL

TRADEMARK PROPERTY STATUS REPORT

PREPARED FOR

Bemiss-Jason Corporation
525 Enterprise Drive
Neenah, WI 54956

PREPARED BY

TOWNSEND AND TOWNSEND AND CREW LLP

San Francisco Office
TWO EMBARCADERO CENTER
EIGHTH FLOOR
SAN FRANCISCO, CA 94111
(415)-576-0200 voice
(415)-576-0300 facsimile

Palo Alto Office
379 LYTTON AVENUE
PALO ALTO, CA 94301-1431
(650)-326-2400 voice
(650)-326-2422 facsimile

Seattle Office
TWO UNION SQUARE
601 UNION STREET, SUITE 5400
SEATTLE, WA 98101-2327
(206)-467-9600 voice
(206)-623-6793 facsimile

Denver Office
1200 SEVENTEENTH STREET
SUITE 2700
DENVER, CO 80202
(303)-571-4000 voice
(303)-571-4321 facsimile

Walnut Creek Office
2175 N. CALIFORNIA BLVD.
SUITE 625
WALNUT CREEK, CA 94586
(925)-472-5000 voice
(925)-472-8895 facsimile

June 10, 2002

Please contact us if you have questions and for an explanation of the limitations of this report.

CONFIDENTIAL
TRADEMARK PROPERTY STATUS REPORT

TRADEMARK	COUNTRY	CLASS(S)	APPL NO FILING DATE	REGNO. ISSUE DATE	STATUS AND REMARKS	TIC REP. COUNTRY ATTY(S) HANDLING
ART FUN	EM	16 28	710699 12/29/97	710699 10/17/00	Registered Priority Application No.: 75318097 (07/01/97) Next Renewal Due: 12/29/07	002813-005000EM MJB (JAH)
ART FUN	US	016; 028;	75318097 07/01/97		Abandoned	002813-005000US JCB (JAH)
ART FUN	US	028;	75316773 07/01/97		Abandoned	002813-005010US JCB (JAH)
ART KRAFT	EM	16	351627 04/03/96		Pending Old File No. 2813-39EP Appeal	002813-005900EM (JAH)
ART KRAFT	GB	16	1510013 08/18/92	1510013 08/18/99	Renewed Next Renewal Due: 08/18/09	002813-005900GB MJB (JAH)
ART KRAFT	MX	16	164265 03/26/93	452916 02/23/94	Registered Next Renewal Due: 03/26/03	002813-005900MX MJB (JAH)
ART KRAFT	US	016;	74210541 10/09/91	1862457 11/15/94	Use Registered Next Renewal Due: 11/15/04 8815 Filed 11/30/99; 8815 accepted 4/11/00	002813-005900US MJB (JAH)
ART TEX	US	016;	408130 01/03/83	1269801 03/13/84	Registered Next Renewal Due: 03/13/04	002813-002600US MJB (JAH)
ART TISSUE	CA		306848 08/03/67	TMA 164641 08/15/69	Renewed Next Renewal Due: 08/15/14	002813-000800CA (JAH)
ART TISSUE	GB	16	1510008 08/18/92		Abandoned	002813-000800GB 000 (JAH)
ART TISSUE	MX	16	164264 03/26/93	463087 06/10/94	Registered Next Renewal Due: 03/26/03	002813-000800MX JFS MJB (JAH)
BEMISS-JASON	US	016; 028;	76377433 03/01/02		Pending	002813-010200US (JAH)
BEMISS-JASON ART TISSUE	GB	16	1572315 05/17/94	1572315 12/13/96	Renewed Next Renewal Due: 05/17/11	002813-000801GB MJB (JAH)
BEMISS-JASON CONNOR	GB	28	1560333 10/31/94	1560333 11/03/95	Registered Next Renewal Due: 10/31/04 Renewal date entered in that date associate claims is correct-appln. "converted" to New Act Appln./art	002813-000700GB (JAH)
BEMISS-JASON PADELESS	GB	16	1567108 03/28/94	1567108 11/08/96	Renewed Intent to Use Next Renewal Due: 03/28/11	002813-001001GB MJB (JAH)
BEMISS-JASON KOLORFAST	GB	16	1567107 03/28/94		Pending	002813-001010GB 000 (JAH)
BORDEITE	CA		481629 02/01/82	271941 08/20/82	Renewed Next Renewal Due: 08/20/12	002813-002400CA (JAH)
BORDEITE	EM	16	191809 04/03/96	000191809 09/23/98	Registered Next Renewal Due: 04/03/06 Old File No. 2813-24EP	002813-002400EM MJB (JAH)
BORDEITE	GB	16	1510003 08/18/92	1510003 08/18/92	Renewed Next Renewal Due: 08/18/09	002813-002400GB MJB (JAH)
BORDEITE	MX	16	164274 03/26/93	452921 02/23/94	Registered Next Renewal Due: 03/26/03	002813-002400MX MJB (JAH)

CONFIDENTIAL
TRADEMARK PROPERTY STATUS REPORT

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	ITC REF. COUNTRY
BORDEITE	US	016;	72348171 02/01/82	1215969 02/01/83	Registered Next Renewal Due : 02/01/03	002813-002400US MJB (JAH)
COLOR-RULE	GB	16	1527565 09/08/92	1527565 08/06/99	Renewed Priority Application No.: 74211619 (09/08/92) Next Renewal Due : 09/08/09 USE due 08/06/04	002813-006000GB MJB (JAH)
COLOR-RULE	US	016;	74031619 09/08/92	1807458 11/20/93	Registered Next Renewal Due : 11/20/03 8d.15 filed 3/3/99; 8d.15 accepted 9-14-99	002813-006000US MJB (JAH)
CONNOR	US	028;	73/495787 08/20/84	132366 04/23/85	Registered Next Renewal Due : 04/23/05 Abandoned	002813-004300US MJB (JAH)
CONNOR & Design	GB	28	1510017 08/18/92	0472785	Abandoned	002813-004300GB 000 (JAH)
CONNOR & Design	MX	28	164287 03/26/93	452918 02/23/94	Registered Next Renewal Due : 03/26/03	002813-004900MX MJB (JAH)
COROBUFF	CA		290934 07/29/85	144366 03/11/81	Registered Renewal in progress.	002813-000500CA MJB (JAH)
COROBUFF	EM	16	191135 04/03/96	191135 09/23/98	Registered Next Renewal Due : 04/03/06	002813-000500EM MJB (JAH)
COROBUFF	GB	16	1510009 08/18/92	1510009 07/08/94	Renewed Next Renewal Due : 08/18/09	002813-000500GB MJB (JAH)
COROBUFF	MX	16	164288 03/26/93	452919 02/23/94	Registered Next Renewal Due : 03/26/03	002813-000500MX MJB (JAH)
COROBUFF	US	016;	75/544462 08/28/98	2325598 03/07/00	Registered Affidavit of Use Due : 03/07/05 End. Sec. 8 due 03/07/06 Pending	002813-000500US MJB (JAH)
CRAFT ESSENTIALS	EM	16 28	002613727 03/12/02		Pending	002813-010100EM CAJH
CREATIVE LEARNER	CA		1134730 03/18/02		Pending	002813-002210CA CAJH
CREATIVE LEARNER	EM	16 28	2496974 12/11/01		Pending	002813-003210EM CAJH
CREATIVE LEARNER	US	016; 028;	73/728049 05/12/88	1587712 03/20/90	Registered Next Renewal Due : 03/20/10 filed 7-21-95/8&15 accepted 4/8/96; Sen. 8 & renewal accepted 11/13/00	002813-003210US MJB (JAH)
CT AND DESIGN	US	010;	75/182286 10/16/96	2105183 10/07/97	Registered Affidavit of Use Due : 10/07/02 End. Sec. 8 due 10/07/03	002813-008600US MJB (JAH)
CUSHION PAPER	US		72/165021 07/16/64	777589 09/22/64	Registered Next Renewal Due : 09/22/04	002813-000110US MJB (JAH)
DESIGN	US		73/515454 12/22/84	1373161 11/26/85	Registered Next Renewal Due : 11/26/05	002813-005500US MJB (JAH)
DUO-FINISH	US	016;	72/305198 08/15/68	916924 07/20/71	Registered Next Renewal Due : 07/20/11	002813-001100US MJB (JAH)
FADELESS	EM	16	191940 04/03/96	000191940 09/23/98	Registered Next Renewal Due : 04/03/06	002813-001000EM MJB (JAH)
FADELESS	GB	16	1510006 08/18/92		Abandoned	002813-001000GB 000 (JAH)
FADELESS	MX	16	164276 03/26/93	452922 02/23/94	Registered Next Renewal Due : 03/26/03	002813-001000MX MJB (JAH)

CONFIDENTIAL
 TRADEMARK PROPERTY STATUS REPORT

TRADEMARK	COUNTRY	CLASS(ES)	APPL NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REV. COUNTRY CITY(S) HANDLING
PLASTR CRAFT	MX	28	530451		Pending	002813-010000MX (JAH)
PLASTR CRAFT	US	028;	76327424 10/18/01		Priority Application No. : 76327424 (10/18/01) Pending	002813-010000MX (JAH)
PROTECTO FILM	GB	16	1510005		Abandoned	002813-002000GB (JAH)
PROTECTO FILM	MX	16	08/18/92		Abandoned	000 (JAH)
RAINBOW	EM	16	164275		Abandoned	002813-002000MX (JAH)
RAINBOW	EM	16	03/26/93		Abandoned	002813-002700EM (JAH)
RAINBOW	GB	16	191098		Abandoned	000 (JAH)
RAINBOW	GB	16	04/03/96		Abandoned	002813-002700GB (JAH)
RAINBOW	MX	16	1510001		Abandoned	000 (JAH)
RAINBOW	MX	16	08/18/92		Abandoned	002813-002700MX (JAH)
RAINBOW	US	016;	164272		Abandoned	000 (JAH)
RAINBOW	US	016;	03/26/93		Abandoned	000 (JAH)
RAINBOW	US	016;	441234	1346038	Registered	002813-002700US (JAH)
RAINBOW	US	016;	08/29/83	07/02/85	Next Renewal Due : 07/02/05	MJB (JAH)
S.A.V.E.	US	016;	067713	734491	Registered	002813-004900US (JAH)
S.A.V.E.	US	016;	02/13/99	07/17/02	Next Renewal Due : 07/17/02	MJB (JAH)
S.A.V.E.	US	016;	74181818	1691518	Registered	002813-005200US (JAH)
S.A.V.E.	US	016;	07/08/91	06/09/92	Next Renewal Due : 06/09/12	MJB (JAH)
SAR-T-SORB	US	010;	757135253	2081601	Next Renewal Due : 06/09/12	002813-008300US (JAH)
SAR-T-SORB	US	010;	08/23/96	07/22/97	8&15 Filed 7/18/97; 8&15 accepted 9/15/97; Registered	MJB (JAH)
SNAP-N-PLAY	US				Advisit of Use Due : 07/22/02 End Sec.8 due 07/22/03	002813-004800US (JAH)
SNAP-N-PLAY	US	026;	171177		Abandoned	002813-004800US (JAH)
SNAP-N-PLAY	US	026;	0671791		Abandoned	002813-004810US (JAH)
SPECTA ART TISSUE	EM	16	305372	1888387	Abandoned	002813-008000EM (JAH)
SPECTRA	EM	16	05/03/93	04/11/95	Registered	MJB (JAH)
SPECTRA	BX	16	306738	306738	Next Renewal Due : 04/03/06	002813-005800BX (JAH)
SPECTRA	CA	16	04/03/96	01/07/99	Registered	MJB (JAH)
SPECTRA	CA	16	200187	200187	Next Renewal Due : 04/03/06	002813-005800CA (JAH)
SPECTRA	EM	16	02/07/01	04/04/96	Registered	MJB (JAH)
SPECTRA	EM	16	306539	160080	Next Renewal Due : 04/04/06	002813-008801CA (JAH)
SPECTRA	EM	16	07/21/67	122083	Renewed	002813-003800EM (JAH)
SPECTRA	EM	16	319830	319830	Next Renewal Due : 12/20/13	002813-003800EM (JAH)
SPECTRA	FR	16	04/04/96	01/25/01	Abandoned	002813-003800FR (JAH)
SPECTRA	FR	16	04/04/96		Pending	002813-003800FR (JAH)
SPECTRA	GB	16	1510015	1510015	Renewed	002813-005800GB (JAH)
SPECTRA	MX	16	08/18/92	10/06/95	Next Renewal Due : 08/18/09	MJB (JAH)
SPECTRA	MX	16	164269	452920	Registered	002813-005800MX (JAH)
SPECTRA	US	016; 020;	03/26/93	02/24/94	Next Renewal Due : 03/26/03	MJB (JAH)
SPECTRA	US	016; 020;	74210544	1857082	Registered	002813-005800US (JAH)
SPECTRA	US	016; 020;	10/09/91	04/04/95	Next Renewal Due : 04/04/05	MJB (JAH)
SPECTRA & Design	EM	16 26 28	569798	569798	8&15 Filed 4/3/01	002813-005800EM (JAH)
SPECTRA & Design	EM	16 26 28	07/07/97	06/25/99	Registered	002813-006800EM (JAH)
SPECTRA & Design	EM	16 26 28			Priority Application No. : 75222719 (01/08/97) Next Renewal Due : 07/07/07	002813-006800EM (JAH)

CONFIDENTIAL
TRADEMARK PROPERTY STATUS REPORT

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	ITC REF. COUNTRY ATTY(S) HANDLING
SPECTRA & DESIGN	US	016; 028;	75/22719 01/08/97	2177958 08/04/98	Registered Affidavit of Use Due : 08/04/03 End Sec.8 due 08/04/04	002813-008800US MJB (IAH)
SURE-GRIP	GB	28	1510010 03/02/92	1510010 05/20/94	Renewed Priority Application No.: 74/251222 (03/02/92) Next Renewal Due : 03/02/09	002813-008500GB (IAH)
SURE-GRIP	MX	28	164266 03/26/93	452917 02/23/94	Registered Priority Application No.: 74/251222 (03/02/92) Next Renewal Due : 03/26/03	002813-008300MX MJB (IAH)
SURE-GRIP	US	028;	74/251222 03/02/92	1721847 10/27/92	Registered Next Renewal Due : 10/27/02 R&S filed 11/7/97; R&S accepted 12/26/97;	002813-008300US MJB (IAH)
TRAIT-TEX	US	021;	75/544461 08/28/98	2294368 11/23/99	Registered Affidavit of Use Due : 11/23/04 End Sec.8 due 11/23/05	002813-008500US MJB (IAH)
TRIAD MEDICAL	US	010;	75/450818 03/16/98	2255352 06/22/99	Registered Affidavit of Use Due : 06/22/04 End Sec.8 due 06/22/05	002813-009100US MJB (IAH)
UNIVERSAL ANGIOGRAPHY DRAPS	US	010;	75/106250 05/20/96	2080918 04/08/97	Registered End Sec.8 due 04/08/03	002813-008200US MJB (IAH)
WELCOME TO FIRST GRADE	US	027;	74/700489 07/13/95		Abandoned	002813-007100US (IAH)
WELCOME TO KINDERGARTEN	US	027;	74/700488 07/13/95		Abandoned	002813-007000US (IAH)
WELCOME TO SECOND GRADE	US	027;	74/700487 07/13/95		Abandoned	002813-007200US (IAH)
WELCOME TO THIRD GRADE	US	027;	74/700486 07/13/95		Abandoned	002813-007300US (IAH)

SF 1354232 v1

June 10, 2002

LAW OFFICES

NEAL, GERBER & EISENBERG

TWO NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602-3801
(312) 269-8000
www.ngelaw.com

NICOLE M. WALKER
PARALEGAL
(312) 269-5299

FAX: (312) 269-1747
NWALKER@NGELAW.COM

August 13, 2002

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

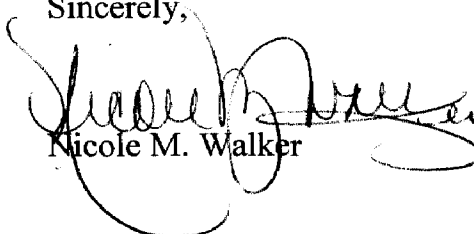
Re: Trademark Security Agreement
In the name of Bank of America, N.A.

Dear Sir or Madam:

Enclosed is a completed cover sheet together with the documents to be recorded in the United States Patent and Trademark Office. Please charge the requisite filing fee to Neal, Gerber & Eisenberg, deposit account no. 502261 (a duplicate copy of the recordation cover sheet is enclosed for the deposit charge transaction). Accordingly, please advise when the reel/frame numbers become available.

Please feel free to contact me with any questions relating to this matter.

Sincerely,



Nicole M. Walker

Enclosures

cc: Peter Barrow

NGEDOCs:766380.1

RECORDED: 08/19/2002

TRADEMARK
REEL: 002571 FRAME: 0053