

09-03-2002

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
INTERNATIONAL FILING COMPANY, LLC

08-19-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other DELAWARE

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

2. Name and address of receiving party(ies)

Name: AMSOUTH BANK
Internal
Address: C/O AMSOUTH CAPITAL CORP

Street Address: 350 PARK AVENUE, 20TH FLOOR
City: NEW YORK State: NY Zip: 10022

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: 8/8/02

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

A. Trademark Application No.(s)
SEE ATTACHED

B. Trademark Registration No.(s)
SEE ATTACHED

Additional number(s) attached Yes No

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

Name: TONYA CHAPPLE
Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12209

6. Total number of applications and registrations involved: 340

7. Total fee (37 CFR 3.41).....\$ 225.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(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.

TONYA CHAPPLE
Name of Person Signing

Tonya Chapple
Signature

8/15/02
Date

Total number of pages including cover sheet, attachments, and document: 340

08/30/2002 DEYRNE 00000055 1500484

01 FC:481 40.00 DP
02 FC:482 225.00 DP

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

TRADEMARK
REEL: 002573 FRAME: 0861

SCHEDULE II

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark/Service Mark Registrations and Applications

U.S. Trademark/Service Mark Registrations

Trademark	Date of Filing	Date of Registration	Registration Number
Carrypac	12/4/87	8/16/88	1,500,484
Kyrex	8/17/76	5/10/77	1,065,283
Redweld	6/21/67	6/18/68	851,053
Topside Tab	8/18/76	5/10/77	1,065,285
Ultrapac	12/4/87	8/16/88	1,500,485
Tuftabs	12/4/87	7/12/88	1,495,791
Barkley	10/29/62	10/15/63	758,450
IBCCO	4/29/02	pending	pending
International Filing Company	6/7/02	pending	78134,161
IFC	6/7/02	pending	pending

INTELLECTUAL PROPERTY SECURITY AGREEMENT

August 8, 2002

from

INTERNATIONAL FILING COMPANY, LLC

as Grantor,

to

AMSOUTH BANK,

as Agent

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of August 8, 2002 made by **INTERNATIONAL FILING COMPANY, LLC**, a Delaware limited liability company with an office at 2 Tabas Lane, Exton, Pennsylvania 19341 (the "Grantor") to **AMSOUTH BANK**, as Agent for the ratable benefit of the Lenders party to the Loan Agreement defined below, with an office at c/o AmSouth Capital Corp., 350 Park Avenue, 20th Floor, New York, New York 10022 (the "Agent").

PRELIMINARY STATEMENTS

(1) The Grantor, the Agent, the Guarantors, AmSouth Capital Corp., as Administrative Agent and the Lenders party thereto have entered into a Loan and Security Agreement, dated as of the date hereof (said Agreement, as it may hereafter be amended, restated or otherwise modified from time to time, being the "Loan Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

(2) It is a condition precedent to the extensions of credit by the Lenders from time to time that the Grantor shall have granted the security interest and made the pledge and grant of the security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to extend credit under the Loan Agreement from time to time, the Grantor hereby agrees with the Agent, for its benefit and the ratable benefit of the Lenders, as follows:

SECTION 1. Grant of Security

The Grantor hereby grants and pledges to the Agent for the ratable benefit of the Lenders and hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding

thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights including, without limitation, each registration identified in Schedule VI attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all license agreements with any other Person in connection with any of the Patents, Trademarks, Copyrights or such other Person's patents, trade names, trademarks, service marks or copyrights, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule III attached hereto and made a part hereof, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses");

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights, and Licenses, including, without limitation, any claims by the Grantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses; and

(f) the security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" does not include any license agreements or contract rights to the extent that the granting of a security interest in, or other collateral assignment of, it is prohibited by its terms (but only to the extent such prohibition is enforceable under applicable law, including, without limitation, Section 9318(4) of the California Uniform Commercial Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained); and, the foregoing grant of security interest and collateral assignment shall be limited to, and the term "Intellectual Property Collateral" shall be limited to proceeds of such license agreements or contract rights to the extent that the assignment or encumbering of such proceeds is not so restricted (including, without limitation, the proceeds of such license agreements or contract rights for which any required consent has been obtained). Schedule IV hereto sets forth all such license agreements and contract rights where, to the best knowledge of Grantor, the granting of a security interest in, or other collateral assignment of, is prohibited by its terms.

THE INTEREST IN THE INTELLECTUAL PROPERTY COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER AND AS DEFINED IN THE LOAN AGREEMENT.

SECTION 2. Security for Obligations

This Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise (all such Obligations secured being the "Secured Obligations").

SECTION 3. Grantor Remains Liable

Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights or remedies hereunder shall not release the Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Agent shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Agent be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties

The Grantor represents and warrants as follows:

(a) With respect to the Intellectual Property Collateral set forth in Schedule I, II and VI, except as set forth on Schedule 8.25 to the Loan Agreement, the Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by the Grantor free and clear of any Lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Loan Documents. No effective financing statement or other instrument similar in effect covering all of any part of the Intellectual Property Collateral or listing the Grantor or any of its Subsidiaries or any trade name of the Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and United States Copyright Office), except such as may have been filed in favor of the Agent relating to this Agreement or one of the other Loan Documents and further except as set forth on Schedule 8.25 to the Loan Agreement.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by the Grantor. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by the Grantor. Set forth in Schedule III is a complete and accurate list of all Licenses in which the Grantor is (i) a licensor with respect to any of the Patents or Trademarks, or (ii) a licensee of any other Person's patents, trade names, trademarks or service marks. Set forth in Schedule IV is a complete and accurate list of all license agreements and contract rights where, to the best knowledge of Grantor, the granting of a security interest in, or other collateral assignment of, is prohibited by its terms. Set forth in Schedule VI is a complete and accurate list of all registered copyrights owned by the Grantor. The Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, registered copyrights and Licenses set forth in Schedules I, II, III and VI hereto except where the failure to file or record could not reasonably be expected to have a Material Adverse Effect and further except as set forth on Schedule 8.25 to the Loan Agreement.

(c) To the best knowledge of Grantor, each material patent, patent application, trademark or service mark registration, trademark or service mark application, and copyright of the Grantor set forth in Schedule I, II or VI hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable except as set forth on Schedule 8.25 to the Loan Agreement. To the best knowledge of Grantor, each material License of the Grantor identified in Schedule III is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable, except as would not result in a Material Adverse Effect. The Grantor is not aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral except where failure to do so could not be reasonably expected to

have a Material Adverse Effect and further except as set forth on Schedule 8.25 to the Loan Agreement.

(d) The Grantor has not made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral except as set forth on Schedule 8.25 to the Loan Agreement. The Grantor, to the best of its knowledge, has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) To the best knowledge of Grantor, the Grantor has used proper statutory notice in connection with its use of each patent, registered trademark and service mark and registered copyright contained in Schedule I, II or VI.

(f) Upon the filing of a financing statement with the Department of State of the State of Delaware and the filing of this Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, this Agreement creates in favor of the Agent, for the ratable benefit of the Lenders, a valid and perfected first and only priority security interest in the Intellectual Property Collateral of the Grantor, securing the payment of the Secured Obligations, except as set forth on Schedule 8.25 to the Loan Agreement.

(g) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, of the Grantor set forth in Schedule I or II hereto, and the filing and recording of this Agreement in the United States Copyright Office against each registered copyright set forth in Schedule VI or (iii) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement, except in each case where the failure to obtain such consents would not reasonably be expected to result in a Material Adverse Effect and further except as set forth on Schedule 8.25 to the Loan Agreement.

(h) Except as set forth in Schedule V hereto and Schedule 8.25 to the Loan Agreement, and except for such claims that would not reasonably be expected to result in a Material Adverse Effect, to the best of Grantor's knowledge, there are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) To the best of Grantor's knowledge, no claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by the Grantor of any Intellectual Property Collateral does or may violate the rights of any Person, except for such claims that would not reasonably be expected to result in a Material Adverse Effect and further except as set forth on Schedule 8.25 to the Loan Agreement. To the best of the Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral except where such infringement could not reasonably be expected to have a Material Adverse Effect.

SECTION 5. Further Assurances.

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Agent believes may be reasonably necessary in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, the Grantor will, upon the reasonable request of the Agent, with respect to the Intellectual Property Collateral owned by the Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) The Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Agent upon the Agent's reasonable request from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Agent may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same),

copyright or License will automatically become part of the Intellectual Property Collateral. The Grantor further agrees that it shall deliver to the Agent a written report, in reasonable detail, on a semi-annual basis (starting, for this year, on December 31, 2002, and thereafter on June 30 and December 31 of each succeeding year), setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, registered copyright or license that the Grantor has filed, acquired or otherwise obtained in the preceding six month reporting period; provided that no such report shall be required to be furnished to the extent that there has not been any such new patent, patent application, trademark or service mark registration, trademark or service mark application or license. The Grantor authorizes the Agent to modify this Agreement by amending Schedules I, II, III and VI hereto (and shall cooperate with the Agent in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, set forth in Schedule I or II hereto, and each registered copyright set forth on Schedule VI hereto, the Grantor agrees to take all reasonably necessary steps (except where the failure to do so could not reasonably be expected to have a Material Adverse Effect), including, without limitation, in the United States Patent and Trademark Office, the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright and (ii) pursue each such patent application, trademark or service mark application or copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office or United States Copyright Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application and copyright to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any material patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, now or hereafter included in the Intellectual Property Collateral, unless the Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of the Grantor's business, in which case, the Grantor shall give prompt written notice of any abandonment or discontinuance, to the extent same could reasonably be expected to result in a Material Adverse Effect, to the Agent.

(f) The Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public and such abandonment or dedication could reasonably be expected to have a Material Adverse Effect, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court) regarding any item of the Intellectual Property Collateral that could reasonably be expected to have a Material Adverse Effect, or (iii) of any material adverse determination.

(g) In the event that the Grantor makes a determination in its reasonable business judgment that any material item of the Intellectual Property Collateral is infringed or misappropriated by a third party, the Grantor shall promptly notify the Agent and will take such actions as the Grantor or the Agent reasonably deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(h) The Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks contained in Schedule I and/or II and copyrights contained in Schedule VI.

(i) The Grantor shall take all steps which it reasonably deems appropriate under the circumstances to preserve and protect its Intellectual Property Collateral.

SECTION 6. Transfers and Other Liens

Except as set forth on Schedule 8.25 to the Loan Agreement, the Grantor agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to, any of the Intellectual Property Collateral except where such sale, assignment or disposal could not reasonably be expected to have a Material Adverse Effect, or (ii) create or suffer to exist any Lien upon or with respect to any of the Intellectual Property Collateral except for the pledge and security interest created by the Loan Agreement, this Agreement and Permitted Liens.

SECTION 7. Agent Appointed Attorney-in-Fact.

The Grantor hereby irrevocably appoints the Agent the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to the Grantor to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable to enforce the rights of the Agent with respect to any of the Intellectual Property Collateral.

SECTION 8. Agent May Perform.

Upon the occurrence and during the continuance of an Event of Default, if the Grantor fails to perform any agreement contained herein, the Agent may itself, upon fifteen (15) days' notice to the Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Agent incurred in connection therewith shall be borne by the Grantor.

SECTION 9. The Agent's Duties

The powers conferred on the Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Agent has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Agent accords its own property.

SECTION 10. Remedies.

(a) The Grantor acknowledges and affirms that the rights and remedies of the Agent with respect to the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(b) In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and the Grantor will supply to the Agent or its designee the Grantor's know-how and expertise, and documents and things embodying the same, relating to the

manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services.

Upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any and all rights and remedies of the Grantor in respect of the Intellectual Property Collateral.

SECTION 11. Indemnity and Expenses.

(a) The Grantor hereby agrees to indemnify the Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence, bad faith or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Grantor will, upon demand, pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 12. Amendments; Waivers; Supplements; Etc.

(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent (acting with the consent of the requisite Lenders), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices.

All notices and other communications provided for hereunder shall be in writing (including telecopy or telex communication) and mailed, telecopied or delivered, in each case addressed to it at its address set forth in Section 15.8 of the Loan Agreement and in the manner provided by Section 15.8 of the Loan Agreement.

SECTION 14. Continuing Security Interest, Assignments.

This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all Obligations (as defined in the Loan Agreement) and all other monetary obligations then due and payable pursuant to or in connection with the Loan Agreement, as acknowledged in writing by the Agent, and (ii) the date of termination in whole of each Commitment, (b) be binding upon the Grantor, its successors and assigns and (c) inure to the benefit of the Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Agent may assign or otherwise transfer all or any portion of its rights and obligations hereunder in connection with the appointment of a successor Agent pursuant to the terms of the Loan Agreement.

SECTION 15. Release and Termination.

(a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Loan Documents, the Agent will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default or Event of Default shall have occurred and be continuing, (ii) the Grantor shall have delivered to the Agent, at least thirty (30) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Agent and a certification by the Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Agent may request and (iii) except as otherwise provided by the terms of the Loan Agreement, the proceeds of any such sale, lease, transfer or other disposition shall be paid to, or in accordance with the instructions of, the Agent at the closing and (v) except as otherwise provided by the terms of the Loan Agreement, the Agent shall have approved such sale, lease, transfer or other disposition in writing in its sole and absolute discretion (acting with the consent of the requisite Lenders).

(b) Upon the latest of (i) the indefeasible payment in full in cash of all Obligations and all other monetary obligations then due and payable pursuant to or in connection with the Loan Agreement, as acknowledged in writing by the Agent and (ii) the date of termination in whole of each Commitment, the pledge and security interest granted by the Grantor hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the Grantor. Upon any such termination, the Agent will, upon receipt of a written request and at the Grantor's expense, execute and deliver to the

Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 16. Execution in Counterparts.

This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 17. Governing Law; Terms.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the New York Uniform Commercial Code are used herein as therein defined.

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

INTERNATIONAL FILING COMPANY, LLC

By: Kenneth L. Walters, Jr.
Name: Kenneth L. Walters, Jr.
Title: Secretary

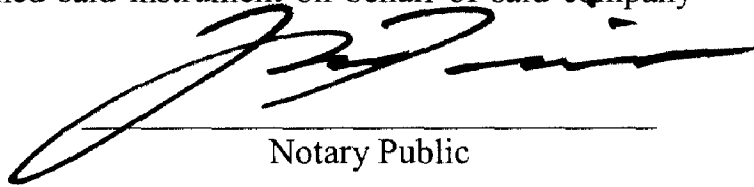
ACCEPTED:

AMSOUTH BANK

By: Wendy Berney Nelson
Name: Wendy Berney Nelson
Title: Attorney-in-Fact

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 7th day of August, 2002, before me personally came Kenneth L. Walters, Jr. to me known, who, before me duly sworn, did depose and say that he is Secretary of International Filing Company, LLC, the company described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said company; and that he signed said instrument on behalf of said company pursuant to said authority.



Notary Public

[Notarial Seal]

BRUCE E. KAMIAT
Notary Public, State of New York
No. 01KA6020454
Qualified in New York County
Commission Expires March 8, 2003

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

None

Grantor is assignee of the following applications

None

SCHEDULE II

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark/Service Mark Registrations and Applications

U.S. Trademark/Service Mark Registrations

Trademark	Date of Filing	Date of Registration	Registration Number
Carrypac	12/4/87	8/16/88	1,500,484
Kyrex	8/17/76	5/10/77	1,065,283
Redweld	6/21/67	6/18/68	851,053
Topside Tab	8/18/76	5/10/77	1,065,285
Ultrapac	12/4/87	8/16/88	1,500,485
Tuftabs	12/4/87	7/12/88	1,495,791
Barkley	10/29/62	10/15/63	758,450
IBBCO	4/29/02	pending	pending
International Filing Company	6/7/02	pending	pending
IFC	6/7/02	pending	pending

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

License to Reproduce Copyrighted Material dated January 18, 1995, between the American College of Radiology and Mail-Well I Corporation (as successor)

SCHEDULE IV
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Prohibited License Agreements and Contract Rights

None.

SCHEDULE V
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Claims

None.

SCHEDULE VI**TO****INTELLECTUAL PROPERTY SECURITY AGREEMENT****Copyrights****Registered Copyrights**

Owner	Name of Copyright	Registration No.	Registration Date
Murray Envelope Corporation (actually listed as Barkley Corporation, division of Murray Envelope Corporation)	Barkley filing system product	TX2031873	1-2-87
Murray Envelope Corporation (actually listed as Barkley Corporation, division of Murray Envelope Corporation)	Barkley color code systems	TX2031105	2-3-87
Murray Envelope Corporation (actually listed as Barkley Corporation, division of Murray Envelope Corporation)	Color code systems by Barkley	TX952492	8-4-82
Murray Envelope Corporation (actually listed as Barkley Corporation, division of Murray Envelope Corporation)	Barkley price list	TX2100419	2-2-1987
Murray Envelope Corporation (actually listed as Barkley Corporation, division of Murray Envelope Corporation)	Barkley catalog	TX1997513	2-2-1987