

06-16-2003



Form PTO-1594
1-31-92

102474103

EET
Y

U.S. DEPARTMENT OF COMMERCE
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):
Wallace Heritage, LLC

Individuals Association
 General Partnership Limited Partnership

Corporation
 Other - Illinois Limited Liability Company

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

6-11-03

2. Name and address of receiving party(ies):

Name: Citicorp North America, Inc.

Internal Address: 388 Greenwich Street, 19th Floor

Street Address:

City: New York State: NY Zip Code: 10013

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: May 15, 2003

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

A. Trademark Application No.(s)

Trademark Registration No.(s)

See Attached Schedule

Additional numbers attached? Yes No

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved 22

7. Total fee (37 CFR 3.41): \$ 565.00

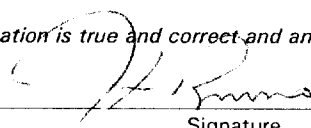
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)

(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.

Helen Bruno  June 11, 2003

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

06/12/03 LHM:ELP 0000130 61203

06 JUN 2003 11:00 AM

06 JUN 2003 11:00 AM

TRADEMARK
REEL: 002754 FRAME: 0358

SCHEDULE A
REGISTERED TRADEMARKS

<u>MARKS</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
TOPS	US	612585	09/20/55
TOPS & DESIGN	US	995853	10/15/74
WAL-LABL	US	1007863	04/01/75
WAL-LABL II	US	1174185	10/20/81
LETR-TRIM	US	1211518	10/05/82
PRINTWARE	US	1292835	09/04/84
WAL-SPOT	US	1540450	05/23/89
LASER PRINTWARE	US	1555546	09/12/89
W DESIGN	US	1636034	02/26/91
CREATE-A-LABL	US	1780246	07/06/93
TOPS NEW DESIGN	US	1813675	12/28/93
TOPS NEW DESIGN	Canada	476158	05/13/97
TOPS NEW DESIGN	Mexico	544253	03/24/97
DOCKET	US	1839960	06/14/94
DOCUSAFE	US	1870520	12/27/94
IDEACARD	US	1883570	03/14/95
PLATFORMS	US	1974025	03/14/96
DOUBLE CHECK	US	1981573	06/18/96
WALLACE	US	2327553	03/14/00
SECOND NATURE	US	1879686	02/21/95
THE DAILY MAIL (In Classes 35 and 42)	US	2065567	05/27/97

TRADEMARK APPLICATION

<u>MARKS</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
LASERPRINT NOW	US	76/363,682	01/28/2002

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Wallace Heritage, LLC, an Illinois limited liability company with principal offices at 2275 Cabot Drive, Lisle, IL 60532, (the "Grantor"), hereby assigns grants to Citicorp North America, Inc., as Collateral Agent, a Delaware corporation with principal offices at 388 Greenwich Street, 19th Floor, New York, New York 10013, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 15, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

15 day of May, 2003.

Wallace Heritage, LLC, Grantor

By: Thomas J. Quinlan, III
Name: THOMAS J. QUINLAN, III
Title: PRESIDENT and CEO

Citicorp North America, Inc., as Collateral Agent
and Grantee

By: Hyler
Name:
Title:

STATE OF New York,
COUNTY OF New York) ss.:

On this 12th day of May, 2003, before me personally came Thomas J. Quinlan who, being by me duly sworn, did state as follows: that [s]he is President + CEO of Wallace Heritage, LLC, that [s]he is authorized to execute the foregoing Grant on behalf of said company and that [s]he did so by authority of the Board of Directors of said company.



Notary Public

SEILA A. LYNCH
Notary Public, State of New York
No. 5005805
Residing in Kings County
Corporate Office New York County
Expiration Date December 21, 2006

2006

STATE OF New York)
) ss:
COUNTY OF New York

On this 14th day of May, 2003, before me personally came _____
Asapar Ali who, being by me duly sworn, did state as follows: that [s]he is
vice-president of Citicorp North America, Inc., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

Rachel C. Mahloch
Notary Public

RACHEL C. MAHLOCH
Notary Public, State of New York
No. 01MAG060745
Qualified in New York County
Commission Expires JULY 2, 2003