

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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11-10-2003  
102596450

11/10/03  
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):

11.6.03  
National Envelope Corporation

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State New York  
☐ Other \_\_\_\_\_

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: IP Security Agreement dated 10/31/03

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: \_\_\_\_\_

Street Address: 335 Madison Avenue, 12th Floor

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ 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

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: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41).....\$ 790.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Marianne F. Taras

Name of Person Signing

Marianne F. Taras  
Signature

November 6, 2003

Date

Total number of pages including cover sheet, attachments, and document: 23

11/10/2003 SCODDER 00000103 2710037

01 FC:8521  
02 FC:8522

40.00 OP  
750.00 OP

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

TRADEMARK  
REEL: 002860 FRAME: 0191

2. Williamhouse LLC

Limited Liability Company – New York

**CONTINUATION OF ITEM # 4 ON TRADEMARK RECORDATION COVER SHEET****OWNER: National Envelope Corporation**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Date</u></b>
COLOR TECH	2,710,037	04/22/2003
EARTH WOVE & Design	1,677,601	03/03/1992
MISC. DESIGN [National Envelope Corporation Logo]	1,276,514	05/01/1984
MISC. DESIGN [National Envelope Corporation Logo]	1,274,284	04/17/1984
NOBILITY	1,764,467	04/13/1993
NY & Design [New York Envelope Corp. Logo]	1,247,058	08/02/1983
OLD COLONY	2,640,959	10/22/2002
PEEL & SEEL & Design	2,758,428	09/02/2003
PRINTMASTER	2,708,542	04/22/2003
SIMPLE SEAL	2,236,851	04/06/1999
STRIP AND GRIP & Design	1,237,262	05/10/1983
TAC-N-TAC & Design	1,196,195	05/25/1982

**CONTINUATION OF ITEM # 4 ON TRADEMARK RECORDATION COVER SHEET****OWNER: Williamhouse LLC**

<b><u>Mark</u></b>	<b><u>Reg. No./Appl. No.</u></b>	<b><u>Date</u></b>
CANTERBURY ANNOUNCEMENTS	1,926,438	10/10/1995
CLEARVIEW	766,720	03/17/1964
COMBINE-VELOPE	722,594	10/10/1961
FLAKJACKET	2,698,326	03/18/2003
FLIP N' STIC	2,033,108	01/21/1997
KENTKRAFT	2,615,255	09/03/2002
KENTWOVE	1,042,271	06/29/1976
LUXOR	619,084	01/10/1956
ORDER-VELOPE	427,247	02/04/1947
PEEL & SEEL	924,722	11/30/1971
PERFECT VISION	1,356,577	08/27/1985
PRESERVATION WOVE	1,628,271	12/18/1990
RAWHIDE	849,415	05/21/1968
SECUROMAIL (Stylized)	623,070	03/13/1956
TUFTTEAR	619,085	01/10/1956
TX3	2,398,664	10/24/2000
WILLIAMHOUSE	2,680,484	01/28/2003
WILLIAMHOUSE & Design	2,677,365	01/21/2003
PRINTS COLLECTION	76-440,185	08/14/2002

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of October 31, 2003, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit Agreement described below ("Lenders").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among NATIONAL ENVELOPE CORPORATION, a New York corporation, NATIONAL ENVELOPE CORPORATION—EAST, a New Jersey corporation, NATIONAL ENVELOPE—MIDWEST LLC, a Kansas limited liability company, NATIONAL ENVELOPE—WEST LLC, a California limited liability company, NATIONAL ENVELOPE—TEXAS LLC, a Texas limited liability company, NATIONAL ENVELOPE—GREAT LAKES LLC, an Illinois limited liability company, WILLIAMHOUSE LLC, a New York limited liability company, WILLIAMHOUSE OF CALIFORNIA LLC, a California limited liability company, WILLIAMHOUSE OF COLORADO LLC, a Colorado limited liability company, WILLIAMHOUSE OF PENNSYLVANIA LLC, a Pennsylvania limited liability company, WILLIAMHOUSE OF TEXAS LLC, a Texas limited liability company, and WILLIAMHOUSE OF WISCONSIN LLC, a Wisconsin limited liability company (collectively referred to herein as the "Borrowers"), NEC Holdings Corp., a Delaware corporation ("Holdings"), the other Credit Parties signatory thereto, General Electric Capital Corporation, for itself, as a Lender, and as Agent for Lenders, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrowers; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to each of the Borrowers under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance

of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien (as applicable) upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any assets licensed if the license is not prohibited under the terms of the Credit Agreement and the granting of a security interest therein is prohibited by or otherwise would materially breach the terms of such license (the property covered by such license being hereinafter referred to as "Excluded Assets"); provided, however, that (1) Grantor shall use its commercially reasonable best efforts to obtain any and all consents and/or waivers necessary for the granting of a security interest in each such Excluded Asset by Grantor to Agent, that is material to the operation of the Grantor's business or to the extent required by Agent and (2) Grantor shall not on and after the Closing Date enter into any additional licenses which contain any such prohibition, which are, either individually or in the aggregate, material to the operation of Grantor's business. The foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and Liens (as applicable) upon any Excluded Asset once any such applicable prohibition is no longer in effect.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that, as of the Closing Date, each Grantor owns or has rights to use all Intellectual Property necessary to continue to conduct its business as now or heretofore conducted by it or proposed to be conducted by it. Each Trademark and Copyright registered with or that is the subject of an application with the United States Patent and Trademark Office, or its foreign equivalents, or the United States Copyright Office or its foreign equivalents, as applicable, each Patent and each License is listed, together with application or registration numbers, as applicable, in Schedule I, Schedule II and Schedule III, respectively, hereto. Each Grantor, jointly and severally, represents and warrants that, except as set forth in Disclosure Schedule (3.15) to the Credit Agreement, all Patents, Trademarks and Copyrights which are necessary or material to the operations of such Grantor have been registered with the United States Patent and Trademark Office or its foreign equivalents or the United States Copyright Office or its foreign equivalents, as applicable. Each Grantor conducts its business and affairs without infringement of or interference with any Intellectual Property of any other Person in any material respect. Except as set forth in Disclosure Schedule (3.15) to the Credit Agreement, no Grantor is aware of any infringement claim by any other Person with respect to any Intellectual Property. This Intellectual Property Security Agreement is effective to create a valid and continuing security interest in and Lien on (as applicable) and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's security interest in and Lien on (as applicable) Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to

Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of such Grantor contained in the Security Agreement with respect to the Intellectual Property Collateral, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an

Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

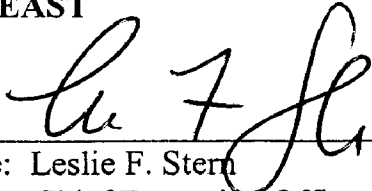
10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Grantors with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Intellectual Property Security Agreement or any other Loan Document, conflicts with any provision in the Credit Agreement, the provision in the Credit Agreement shall govern and control.

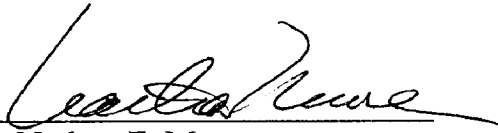
11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

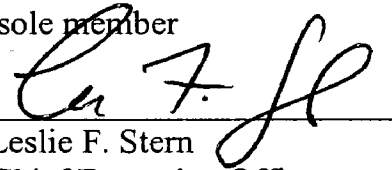
**NATIONAL ENVELOPE CORPORATION  
NATIONAL ENVELOPE CORPORATION-  
EAST**

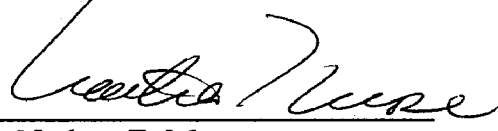
By:   
Name: Leslie F. Stern  
Title: Chief Executive Officer

By:   
Name: Nathan F. Moser  
Title: Chairman of the Board

**NATIONAL ENVELOPE – MIDWEST LLC  
NATIONAL ENVELOPE – WEST LLC  
NATIONAL ENVELOPE – TEXAS LLC  
NATIONAL ENVELOPE – GREAT LAKES  
LLC**

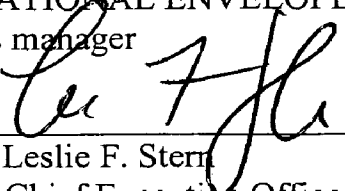
By: NATIONAL ENVELOPE CORPORATION,  
its sole member

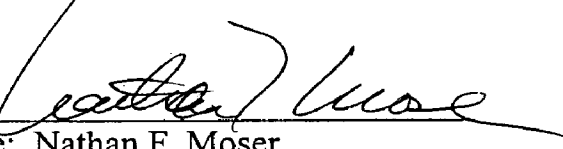
By:   
Name: Leslie F. Stern  
Title: Chief Executive Officer

By:   
Name: Nathan F. Moser  
Title: Chairman of the Board

**WILLIAMHOUSE LLC**

By: NATIONAL ENVELOPE CORPORATION,  
its manager

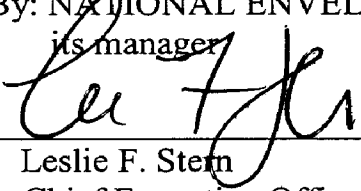
By:   
Name: Leslie F. Stern  
Title: Chief Executive Officer

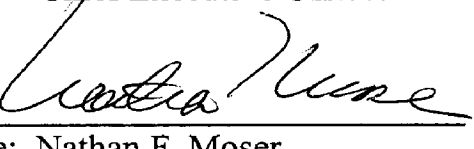
By:   
Name: Nathan F. Moser  
Title: Chairman of the Board

**WILLIAMHOUSE OF CALIFORNIA LLC  
WILLIAMHOUSE OF COLORADO LLC  
WILLIAMHOUSE OF PENNSYLVANIA LLC  
WILLIAMHOUSE OF TEXAS LLC  
WILLIAMHOUSE OF WISCONSIN LLC**

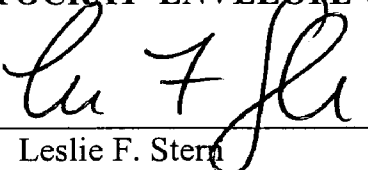
By: WILLIAMHOUSE LLC, its sole member

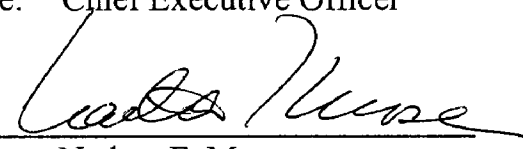
By: NATIONAL ENVELOPE CORPORATION,  
its manager

By:   
Name: Leslie F. Stern  
Title: Chief Executive Officer

By:   
Name: Nathan F. Moser  
Title: Chairman of the Board

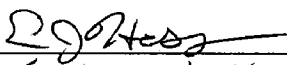
NEW YORK ENVELOPE CORP.  
NATIONAL ENVELOPE CORPORATION -  
NORTH  
NATIONAL ENVELOPE CORPORATION -  
SOUTH  
NATIONAL ENVELOPE CORPORATION -  
CENTRAL  
OLD COLONY ENVELOPE CORP.  
ARISTOCRAT ENVELOPE CORPORATION

By:   
Name: Leslie F. Stern  
Title: Chief Executive Officer

By:   
Name: Nathan F. Moser  
Title: Chairman of the Board

Acknowledged and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent


By:   
Name: E. Joseph Hess  
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF New York )  
COUNTY OF New York )

ss.

On this 31<sup>st</sup> day of October, 2003 before me personally appeared Nathan F. Moser and Leslie F. Stern, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of each of NATIONAL ENVELOPE CORPORATION, NATIONAL ENVELOPE CORPORATION- EAST, NEW YORK ENVELOPE CORP., NATIONAL ENVELOPE CORPORATION- NORTH, NATIONAL ENVELOPE CORPORATION- SOUTH, NATIONAL ENVELOPE CORPORATION- CENTRAL, OLD COLONY ENVELOPE CORP. and ARISTOCRAT ENVELOPE CORPORATION who being by me duly sworn did depose and say that they are authorized officers of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that they acknowledged said instrument to be the free act and deed of said corporations.

  
Notary Public

{seal}

LAUREN P. SCHMAUCH  
NOTARY PUBLIC, State of New York  
No. 01SC5031836  
Qualified in Queens County  
Commission Expires 08/15/2006

ACKNOWLEDGMENT OF GRANTORS

STATE OF NY )  
 )  
COUNTY OF NY ) ss.

On this 31 day of October, 2003 before me personally appeared Nathan F. Moser and Leslie F. Stern, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of each of NATIONAL ENVELOPE- MIDWEST LLC, NATIONAL ENVELOPE- WEST LLC, NATIONAL ENVELOPE- TEXAS LLC and NATIONAL ENVELOPE- GREAT LAKES LLC who being by me duly sworn did depose and say that they are authorized officers of National Envelope Corporation, the sole member of National Envelope- Midwest LLC, National Envelope- West LLC, National Envelope- Texas LLC and National Envelope- Great Lakes LLC, that the said instrument was signed on behalf of said limited liability companies as authorized by the Board of Directors of National Envelope Corporation, the sole member of the limited liability companies and that they acknowledged said instrument to be the free act and deed of said limited liability companies.

Mary Lynn Sekosky  
Notary Public

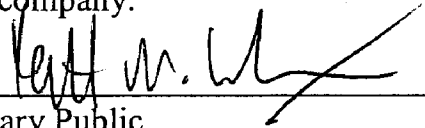
{seal}

MARY LYNN SEKOSKY  
Notary Public, State of New York  
No. 304681235  
Qualified in Nassau County  
Commission Expires March 30, 2006

ACKNOWLEDGMENT OF GRANTORS

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

On this 3<sup>rd</sup> day of October, 2003 before me personally appeared Nathan F. Moser and Leslie F. Stern, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of WILLIAMHOUSE LLC who being by me duly sworn did depose and say that they are authorized officers of National Envelope Corporation, the manager of Williamhouse LLC, that the said instrument was signed on behalf of said limited liability company as authorized by the Board of Directors of National Envelope Corporation, the manager of the limited liability company and that they acknowledged said instrument to be the free act and deed of said limited liability company.

  
\_\_\_\_\_  
Notary Public

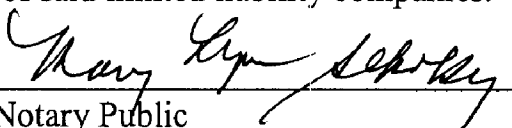
{seal}

KEITH M. WINSON  
NOTARY PUBLIC, State of New York  
No. 01W15081358  
Qualified in New York County  
Commission Expires July 14, 2007

ACKNOWLEDGMENT OF GRANTORS

STATE OF NY )  
 )  
COUNTY OF NY ) ss.

On this 31 day of October, 2003 before me personally appeared Nathan F. Moser and Leslie F. Stern, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of each of WILLIAMHOUSE OF CALIFORNIA LLC, WILLIAMHOUSE OF COLORADO LLC, WILLIAMHOUSE OF PENNSYLVANIA LLC, WILLIAMHOUSE OF TEXAS LLC and WILLIAMHOUSE OF WISCONSIN LLC who being by me duly sworn did depose and say that they are authorized officers of National Envelope Corporation, the manager of Williamhouse LLC, which in turn is the sole member of Williamhouse of California LLC, Williamhouse of Colorado LLC, Williamhouse of Pennsylvania LLC, Williamhouse of Texas LLC and Williamhouse of Wisconsin LLC, that the said instrument was signed on behalf of said limited liability companies as authorized by the Board of Directors of National Envelope Corporation, the manager of Williamhouse LLC, which in turn is the sole member of the limited liability companies and that they acknowledged said instrument to be the free act and deed of said limited liability companies.

  
Notary Public

{seal}

MARY LYNN SEKOSKY  
Notary Public, State of New York  
No. 304681235  
Qualified in Nassau County  
Commission Expires March 30, 2006

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None			

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None			

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None			

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
National Envelope Corporation	COLOR TECH	2,710,037	04/22/2003
National Envelope Corporation	COLOR TECH	TMA592354 (Canada)	10/15/2003
National Envelope Corporation	EARTH WOVE & Design	1,677,601	03/03/1992
National Envelope Corporation	MISC. DESIGN [National Envelope Corporation Logo]	1,276,514	05/01/1984
National Envelope Corporation	MISC. DESIGN [National Envelope Corporation Logo]	1,274,284	04/17/1984
National Envelope Corporation	NOBILITY	1,764,467	04/13/1993
National Envelope Corporation	NY & Design [New York Envelope Corp. Logo]	1,247,058	08/02/1983
National Envelope Corporation	OLD COLONY	2,640,959	10/22/2002
National Envelope Corporation	PEEL & SEEL	TMA504141 (Canada)	11/16/1998
National Envelope Corporation	PEEL & SEEL	528,208 (European Union Community)	03/30/1999
National Envelope Corporation	PEEL & SEEL & Design	2,758,428	09/02/2003
National Envelope Corporation	PEEL'N SEAL ENVELOPES	TMA434320 (Canada)	10/07/1994
National Envelope Corporation	PRINTMASTER	2,708,542	04/22/2003
National Envelope Corporation	PRINTMASTER	TMA592030 (Canada)	10/09/2003
National Envelope Corporation	SIMPLE SEAL	2,236,851	04/06/1999
National Envelope Corporation	STRIP AND GRIP & Design	1,237,262	05/10/1983
National Envelope Corporation	TAC-N-TAC & Design	1,196,195	05/25/1982
National Envelope Corporation	TAC-N-TAC & Design	TMA592137 (Canada)	10/10/2003

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Williamhouse LLC	CANTERBURY ANNOUNCEMENTS	1,926,438	10/10/1995
Williamhouse LLC	CLEARVIEW	766,720	03/17/1964
Williamhouse LLC	COMBINE-VELOPE	722,594	10/10/1961
Williamhouse LLC	FLAKJACKET	2,698,326	03/18/2003
Williamhouse LLC	FLIP N' STIC	2,033,108	01/21/1997
Williamhouse LLC	KENTKRAFT	2,615,255	09/03/2002
Williamhouse LLC	KENTWOVE	1,042,271	06/29/1976
Williamhouse LLC	LUXOR	619,084	01/10/1956
Williamhouse LLC	ORDER-VELOPE	427,247	02/04/1947
Williamhouse LLC	PEEL & SEEL	924,722 <sup>1</sup>	11/30/1971
Williamhouse LLC	PERFECT VISION	1,356,577	08/27/1985
Williamhouse LLC	PRESERVATION WOVE	1,628,271	12/18/1990
Williamhouse LLC	RAWHIDE	849,415	05/21/1968
Williamhouse LLC	SECUROMAIL (Stylized)	623,070	03/13/1956
Williamhouse LLC	TUFTTEAR	619,085	01/10/1956
Williamhouse LLC	TX3	2,398,664	10/24/2000
Williamhouse LLC	WILLIAMHOUSE	528,364 (European Union Community)	03/30/1999
Williamhouse LLC	WILLIAMHOUSE	2,680,484	01/28/2003
Williamhouse LLC	WILLIAMHOUSE & Design	2,677,365	01/21/2003
Williamhouse LLC	THE WILLIAMHOUSE & Design	TMA211140 (Canada)	01/06/1976

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<sup>1</sup> Assignment to National Envelope Corporation executed 8/25/03; filed with PTO on 9/2/03; not yet recorded in PTO records.

## II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
National Envelope Corporation	LOUISE	1,158,341 (Canada)	11/07/2002
National Envelope Corporation	NATIONAL	1,143,126 (Canada)	06/10/2002
National Envelope Corporation	NATIONAL ENVELOPE	1,147,125 (Canada)	07/17/2002
National Envelope Corporation	NOBILITY	1,143,127 (Canada)	06/10/2002
National Envelope Corporation	PEEL & SEEL & Design	1,143,128 (Canada)	06/10/2002
National Envelope Corporation	SIMPLE SEAL	1,143,132 (Canada)	06/10/2002
Williamhouse LLC	BRILLIANT BY WILLIAMHOUSE	1,142,746 (Canada)	06/04/2002
Williamhouse LLC	BRILLIANT HOLIDAY COLLECTION	1,142,749 (Canada)	06/04/2002
Williamhouse LLC	FLAKJACKET	1,142,747 (Canada)	06/04/2002
Williamhouse LLC	FLIP N' STIC	1,142,748 (Canada)	06/04/2002
Williamhouse LLC	KENTKRAFT	1,142,176 (Canada)	05/29/2002
Williamhouse LLC	KENTWOVE	1,142,750 (Canada)	06/04/2002
Williamhouse LLC	LUXOR	1,142,751 (Canada)	06/04/2002
Williamhouse LLC	PERFECT VISION	1,142,752 (Canada)	06/04/2002
Williamhouse LLC	PRESERVATION WOVE	1,142,753 (Canada)	06/04/2002
Williamhouse LLC	PRINTS COLLECTION	76-440,185	08/14/2002
Williamhouse LLC	PRINTS COLLECTION	1,142,754 (Canada)	06/04/2002
Williamhouse LLC	TX3	1,142,755 (Canada)	06/04/2002
Williamhouse LLC	WILLIAMHOUSE	1,142,756 (Canada)	06/04/2002
Williamhouse LLC	WILLIAMHOUSE & Design	1,142,757 (Canada)	06/04/2002
Williamhouse LLC	WILLIAMHOUSE DURABLE MAILERS & Design	1,142,758 (Canada)	06/04/2002

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Williamhouse LLC	License Agreement	November 1, 2000	Williamhouse LLC and American Pad and Paper Company of Delaware, Inc.

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None			

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None			

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None			

**EXHIBIT A**

**COUNTERPART TO INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

This counterpart, dated \_\_\_\_\_, [200\_\_], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of October 31, 2003 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between NATIONAL ENVELOPE CORPORATION, a New York corporation, NATIONAL ENVELOPE CORPORATION—EAST, a New Jersey corporation, NATIONAL ENVELOPE—MIDWEST LLC, a Kansas limited liability company, NATIONAL ENVELOPE—WEST LLC, a California limited liability company, NATIONAL ENVELOPE—TEXAS LLC, a Texas limited liability company, NATIONAL ENVELOPE-GREAT LAKES LLC, an Illinois limited liability company, WILLIAMHOUSE LLC, a New York limited liability company, WILLIAMHOUSE OF CALIFORNIA LLC, a California limited liability company, WILLIAMHOUSE OF COLORADO LLC, a Colorado limited liability company, WILLIAMHOUSE OF PENNSYLVANIA LLC, a Pennsylvania limited liability company, WILLIAMHOUSE OF TEXAS LLC, a Texas limited liability company, and WILLIAMHOUSE OF WISCONSIN LLC and NEC HOLDINGS CORP., collectively, as Grantors, and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: \_\_\_\_\_

Name:

Title: