

11-12-2003

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CORRECTED: 102442421



Resulm

11/6/03

To the Honorable Commissioner of Patent and Trademark Office 102597990

Final documents or copy thereof.

1. Name of conveying party(ies):

Mail-Well I Corporation
a Delaware Corporation
23 Inverness Way East
Suite 160
Englewood, CO 80112



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

International Filing Company, LLC
2 Tabas Lane
Exton, PA 19341-2753

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:

Other: Delaware Limited Liability Company

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: yes No

(Designations must be a separate document from Assignment)

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: August 8, 2002

Effective Date: August 8, 2002

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

A. Trademark Application No.(s):
78/134163 78/134161 76/402337

B. Trademark Registration No.(s):

758450 1500484
1500485 1065283
851053 1065285 1495791

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

Nancy L. Rowe
Attn: TMSU
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Telephone: 202-739-5514
Facsimile: 202-739-7001
E-Mail: trademarks@morganlewis.com

6. Total number of applications and registrations involved: 10

7. Total fee (37 C.F.R. § 3.41) \$315

Authorized to charge payment (including any deficiencies) to deposit account.

8. Deposit account number:

13-4520

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.

Catherine R. Howell, Paralegal
Name of Person Signing

C R Howell
Signature

November 6, 2003
Date

Total number of pages including cover sheet, attachments and document: 10

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

11/10/2003 ECOOPER 00000281 134520 78134163

01 FC:0521 40.00 DA
02 FC:0522 225.00 DA

5-5-02

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~~05-08-2003~~

102442421

To the Honorable Commissioner c

ginal documents or copy thereof.

1. Name of conveying party(ies):

Mail-Well I Corporation



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

International Filing Company, LLC

 Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation-State: Other: Delaware Limited Liability CompanyIf assignee is not domiciled in the U.S.A., a domestic representative designation is attached: yes No

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B. Trademark Registration No.(s):

758450 1500484

1500485 1065283

851053 1065285 1495791

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

Barbara A. Friedman

Attn: TMSU

Morgan, Lewis & Bockius LLP

1111 Pennsylvania Avenue, N.W.

Washington, D.C. 20004

Telephone: 202-739-5795

Facsimile: 202-739-7001

E-Mail: bfriedman@morganlewis.com

6. Total number of applications and registrations involved: 10

7. Total fee (37 C.F.R. § 3.41) \$315

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13-4520

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.*Barbara A. Friedman

Name of Person Signing

Signature

May 5, 2003

Date

Total number of pages including cover sheet, attachments and document: 8

05/07/2003 ECOOPER 00000096 134520 78134163

01 FC:0521 40.00 CH
02 FC:0522 225.00 CH

TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT, dated as of August 8, 2002 (the "Effective Date"), is made by and between Mail-Well I Corporation, a Delaware corporation ("Assignor") and International Filing Company, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of August 8, 2002 (the "Purchase Agreement"), providing for, among other things, the sale, grant, conveyance, assignment, transfer and delivery to Assignee of all of Assignor's right, title and interest in and to the assets, properties, rights and business of Assignor described in Section 2.1 of the Purchase Agreement, and the assumption by Assignee of certain obligations of Assignor; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by Assignor's execution and delivery to Assignee of this instrument evidencing the vesting in Assignee of all registered and unregistered domestic and foreign trademarks, service marks, trade names, trademark registrations and applications, copyrighted works, copyright registrations and applications listed on Schedule A attached hereto which are currently owned, possessed or used by Assignor exclusively in connection with the Target Assets or the operation of the Division (collectively, the "Trademarks and Copyrights"), and all good will of the business associated with each of the foregoing;

WHEREAS, Assignor and Assignee desire to confirm of record the assignment to Assignee of the Trademarks and Copyrights;

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Trademark and Copyright Assignment) and the Purchase Agreement, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, grants, conveys, assigns, transfers and delivers, free and clear of all Liens (other than Permitted Encumbrances), to Assignee, its successors and assigns forever: (i) all of Assignor's right, title and interest, throughout the world, in and to the Trademarks and Copyrights, together with the goodwill of the business associated therewith, and all common law rights in and to registrations thereof, whether foreign or domestic, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as the same would have been held and enjoyed by Assignor had the sale contemplated by the Purchase Agreement and this assignment not been made, and (ii) all rights and privileges pertaining to the Trademarks and Copyrights (including, without limitation, all proceeds thereof and all causes of action, claims and demands and other rights for, or arising from, any past, present or future infringement of the Trademarks and Copyrights).

2. Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Trademark and Copyright Assignment and to fully maintain and enforce the rights hereby conveyed and to permit Assignee to obtain registrations for and be duly recorded as the registered owner of, the Trademarks and Copyrights.

3. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the owner of the Trademarks and Copyrights listed on Schedule A attached hereto, for the sole use of Assignee, its successors and assigns, in accordance with the terms of this Trademark and Copyright Assignment.

4. This Trademark and Copyright Assignment is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of the parties under the Purchase Agreement. To the extent that the terms of this Trademark and Copyright Assignment conflict with the terms of the Purchase Agreement, the Purchase Agreement shall control.

[Signatures Follow]

IN WITNESS WHEREOF, the parties have executed this Trademark and Copyright Assignment as of the date first above written.

ASSIGNOR:
MAIL-WELL I CORPORATION

By: Herbert H. Davis III

Name: Herbert H. Davis III
Title: Sr. Vice President - Corporate Development
and Chief Legal Officer

Herbert H. Davis III
Witness

[Signature]
Witness

APPROVED AND ACCEPTED BY:

ASSIGNEE:
INTERNATIONAL FILING COMPANY, LLC

By: _____

Name: _____
Title: _____

Witness

Witness

State of Colorado
Douglas County

This 7th day of August, 2002, Herbert H. Davis personally came before me,
Phyllis Lebane, a Notary Public for said County and State, who being by me duly sworn,
says that he is Sr. Vice President of Mail-Well I Corporation, a Delaware corporation, and
that said writing was signed and sealed by him on behalf of said corporation by its authority duly
given. The said Herbert H. Davis acknowledged the said writing to be the free act and deed of
the corporation.

WITNESS my hand and notarial seal.

Phyllis Lebane

Notary Public

My Commission Expires: My Commission Expires Nov. 24, 2002

[SEAL]

IN WITNESS WHEREOF, the parties have executed this Trademark and Copyright Assignment as of the date first above written.

ASSIGNOR:
MAIL-WELL I CORPORATION

By: _____
Name: _____
Title: _____

Witness

Witness

APPROVED AND ACCEPTED BY:

ASSIGNEE:
INTERNATIONAL FILING COMPANY, LLC

By: Kenneth L. Walcott
Name: _____
Title: _____

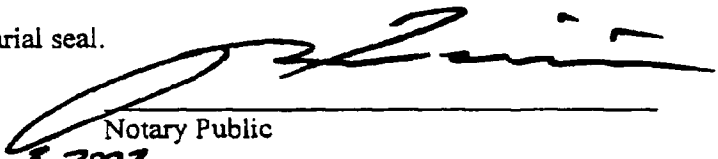
C. B. [Signature]
Witness

A. Horvath
Witness

State of NY
NY County

This 7th day of ^{August} ~~July~~, 2002, Kenneth Walters personally came before me, Bruce Kamiat, a Notary Public for said County and State, who being by me duly sworn, says that he is Secretary of International Filing Company, LLC, a Delaware corporation, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. The said Kenneth Walters acknowledged the said writing to be the free act and deed of the corporation.

WITNESS my hand and notarial seal.



Notary Public

My Commission Expires: March 8, 2003

[SEAL]

BRUCE E. KAMIAT
Notary Public, State of New York
No. 01KA8020454
Qualified in New York County
Commission Expires March 8, 2003

**Schedule A
To Trademark and Copyright Assignment**

Registered Trademarks

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

"d/b/a" trade names of Mail-Well I Corporation:

- "Barkley"
- "Century Index"
- "Kruysman"

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

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