

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

Everett Pad & Paper Co., LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Nevada Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: Diversafile Everett, LLC

Internal Address:

Street Address: 9003 Overlook Boulevard

City: Brentwood State: TN Zip: 37027

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware limited liability company

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: June 1, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2375357, 2383159,

2389836, 2405982, 2439534, 2480739

Additional number(s) attached Yes No

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

Name: Amy B. Berge

Internal Address:

Greenebaum Doll & McDonald PLLC

3500 National City Tower

Street Address: 101 South Fifth Street

City: Louisville State: KY Zip: 40202

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41): \$ 265

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

500976

DO NOT USE THIS SPACE

9. Signature.

Amy B. Berge

Name of Person Signing

Signature

June 25, 2004

Date

Total number of pages including cover sheet, attachments, and document: 7

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

Continuation of Item No. 4 B:

2472411

2472413

2545225

2583098

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of June 1, 2004, by Diversafile, LLC, a Nevada limited liability company ("Diversafile"), Everett Pad and Paper Co., LLC, a Nevada limited liability company ("Everett") and D&A Equipment, LLC, a Nevada limited liability company ("D&A Equipment") (Diversafile, Everett and D&A Equipment are collectively referred to herein as "Assignor") in favor of Diversafile Everett, LLC a Delaware limited liability company ("Assignee").

WHEREAS Assignor is the owner of all of the trademarks, service marks, trade names, designs and logotypes used in its business of manufacturing, designing, marketing and selling office supplies (the "Business") and the goodwill of the Business associated therewith (collectively, the "Trademarks"), including without limitation the United States registrations of the Trademarks set forth on the attached Schedule A (collectively, the "Registrations"); and

WHEREAS, Guy Brown Management, LLC, a Tennessee limited liability company, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of May 10, 2004, as amended (the "Asset Purchase Agreement"), providing, among other things, that Assignor shall transfer and assign to Assignee all of Assignor's rights, title, and interest in, to, and under all Intellectual Property (as defined in the Asset Purchase Agreement) used by Assignor exclusively in connection with the Business, and the applications and registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, Assignor, intending to be legally bound, does hereby transfer and assign to Assignee all or Assignor's right, title, and interest in, to, and under:

The Trademarks, the Registrations, the goodwill of the Business associated with the Trademarks, all rights of action arising from the Trademarks, all claims by reason of infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

This Assignment is not intended to modify, enlarge or restrict the rights and obligations of the parties under the Asset Purchase Agreement (including without limitation, the representations and warranties made by Assignor with respect to the items assigned hereby), and to the extent that any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

Assignor agrees to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Registrations.

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assigns.

This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Texas and, to the extent applicable, the Federal laws of the United States, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction.

Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement.

Executed as of the date first written above.

"Assignor"

DIVERSAFIDE, LLC

By: Blair Dance
Blair Dance
President and Chief Executive Officer

EVERETT PAD AND PAPER CO., LLC

By: Blair Dance
Blair Dance
President and Chief Executive Officer

D&A EQUIPMENT, LLC

By: Blair Dance
Blair Dance
President and Chief Executive Officer

"Assignee"

DIVERSAFIDE EVERETT, LLC

By: Ashoke Bappa Mukherji
Ashoke Bappa Mukherji
Chief Manager

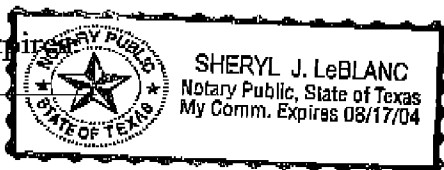
STATE OF TEXAS
COUNTY OF Dallas }

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Blair Dance, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President and Chief Executive Officer of Diversafile, LLC a limited liability company, and that he as such President and Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President and Chief Executive Officer.

WITNESS my hand and seal, at office in Dallas, Texas this the 1st day of June, 2004.

Sheryl J. LeBlanc
Notary Public

My Commission Expires:



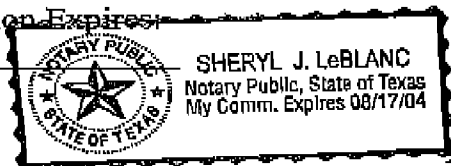
STATE OF TEXAS
COUNTY OF Dallas }

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Blair Dance, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President and Chief Executive Officer of Everett Pad and Paper Co., LLC, a limited liability company, and that he as such President and Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President and Chief Executive Officer.

WITNESS my hand and seal, at office in Dallas, Texas this the 1st day of June, 2004.

Sheryl J. LeBlanc
Notary Public

My Commission Expires:



SCHEDULE A

Trademark Registrations and Applications

Mark/ Assignee	Country/ Status	Appl. No./ Appl. Date	Reg. No./ Reg. Date	Class	Description
EVERETT PAD & PAPER	USA Registered	75/813,212 10/1/1999	2,375,357 8/8/2000	IC16	WRITING PADS, REFERENCE: EVERETT PAD & PAPER
EVERETT PAD & PAPER AND DESIGN	Canada	1,052,119 3/23/2000	n/a	n/a	WRITING PADS. BASED ON USSN 75/812,113, FILED 9/30/99.
EVERETT PAD & PAPER AND DESIGN	USA	75/812,113 9/30/1999	2439534 3/27/2001	IC16	WRITING PADS. REFERENCE: EVERETT PAD & PAPER
EVERETT RULESI (STYLIZED)	USA	75/872,761 12/14/1999	2583098 6/18/2002		PAPER PRODUCTS, NAMELY, COMPOSITION BOOKS, WRITING TABLETS, WRITING PAPER, ART PAPER, DRAWING PAPER, BULLETIN BOARDS, NEWSPRINT PAPER, WRITING PADS, AND CHART PAPER.
MONOGRAM	USA	75/823,785 10/15/1999	2545225 3/5/2002	IC16	WRITING PAPER.
NITEBRITE	USA	75/916,977 2/10/2000	2472411 7/24/2001	IC16	PAPER PRODUCTS, NAMELY, ART PADS, DESK PADS, DRAWING PADS, LEGAL PADS, NOTE PADS, MEMO PADS, SCRATCH PADS, SKETCH PADS, WRITING PADS, WRITING TABLETS, NOTEBOOKS AND LOOSE LEAF PAPER.

Mark/ Assignee	Country/ Status	App. No./ App. Date	Reg. No./ Reg. Date	Class	Description
NITEBRITE AND DESIGN	USA	75/922,523 2/16/2000	2472413 7/24/2001	IC16	PAPER PRODUCTS, NAMELY, ART PADS, DESK PADS, DRAWING PADS, LEGAL PADS, NOTE PADS, MEMO PADS, SCRATCH PADS, SKETCH PADS, WRITING PADS, WRITING TABLETS, NOTEBOOKS AND LOOSE LEAF PAPER.
RE-SOURCE	USA Registered	75/821,695 10/12/1999	2,389,836 9/26/2000	IC16	WRITING PADS.
RE-SOURCE AND DESIGN	USA Registered	75/824,223 10/15/1999	2,405,982 11/21/2000	IC16	WRITING PAPER.
TRADITION	USA Registered	75/813,211 10/1/1999	2,383,159 9/5/2000	IC16	WRITING PADS. REFERENCE: EVERETT PAD & PAPER
TRADITION AND DESIGN	USA	75/812,369 9/30/1999	2480739 8/21/2001	IC16	WRITING PADS. REFERENCE: EVERETT PAD & PAPER