

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Americomm Direct Marketing, Inc.		01/05/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Label Art, Inc.
Street Address:	One Riverside Way
City:	Wilton
State/Country:	NEW HAMPSHIRE
Postal Code:	03086-0660
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1711630	INFO/PRINT

CORRESPONDENCE DATA	
Fax Number:	(617)856-8201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-856-8369
Email:	ip@brownrudnick.com
Correspondent Name:	Brian L. Michaelis
Address Line 1:	One Financial Center
Address Line 2:	Brown Rudnick Berlack Israels LLP
Address Line 4:	Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	8762/1
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NAME OF SUBMITTER:	Brian L. Michaelis
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Total Attachments: 6
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of January 5, 2001 by and between AMERICOMM DIRECT MARKETING, INC., a Delaware corporation, ("Seller"), and LABEL ART, INC., a Wisconsin corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is engaged in the business of selling, manufacturing and distributing pressure-sensitive labels through its "Label Art" division (the "Business");

WHEREAS, Seller commenced a case (the "Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. Sections 101 *et seq.* (the "Bankruptcy Code") on April 6, 2000 by filing a voluntary petition with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the sale of assets and liabilities of the Business are subject to the supervision and control of Seller subject to the approval of the Bankruptcy Court; and

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller certain assets and to assume from Seller certain liabilities of the Business, pursuant to, *inter alia*, Sections 363 and 365 of the Bankruptcy Code and the applicable Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

1.1. Defined Terms. As used herein, the terms below shall have the following respective meanings:

"Accounts Receivable" shall be defined in the same manner as used by the parties in the calculation of the Base Working Capital as set forth in the Internally Compiled Balance Sheets attached as Schedule 1.1.

"Affiliate" shall have the meaning set forth in (i) Rule 12b-2 of the General Rules and Regulations of the Securities Exchange Act of 1934, as amended, or (ii) Section 101 of the Bankruptcy Code.

"Agreement" shall mean this Asset Purchase Agreement (together with all schedules and exhibits referenced herein).

"Approval Order" shall have the meaning ascribed to such term in Section 7.1(b).

RECORD OF ACTION TAKEN BY CONSENT
OF THE SOLE DIRECTOR OF
LABEL ART, INC.

The undersigned, who is the sole director of LABEL ART, INC., a Wisconsin corporation, consents to the adoption of the following recitals and resolutions taken without a meeting in accordance with Wisconsin Statutes Section 180.0821:

RECITALS

A. The sole director of the Corporation deems it to be in the best interests of the Corporation to purchase certain assets relating to the "Label Art" division of AmeriComm Direct Marketing, Inc. (the "Seller") pursuant to an Asset Purchase Agreement, dated as of January 5, 2001 (the "Asset Purchase Agreement"), between the Seller and the Corporation.

B. The Corporation is a subsidiary of W/S Packaging Group, Inc. (the "Borrower").

C. The Borrower is a party to that certain Credit Agreement dated as of October 31, 2000 (such agreement, as amended, revised, supplemented or restated from time to time, the "Credit Agreement"), among the Borrower, Firststar Bank, National Association ("Firststar") and Bank One, Wisconsin (collectively, the "Banks") and Firststar, as agent for the Banks (the "Agent") pursuant to which the Banks made available to the Borrower a revolving credit facility and a term loan.

D. The Banks and the Agent require that the Corporation guarantee the payment and performance by the Borrower of all of the Borrower's obligations under the Credit Agreement and the Notes (as defined in the Credit Agreement) as set forth in a guaranty agreement from the Corporation to the Banks and the Agent (the "Guaranty"), and that the obligations of the Corporation under the Guaranty be secured by a security interest in substantially all of the real and personal property of the Corporation pursuant to the terms of various security agreements, mortgages, pledge agreements and assignments (collectively referred to as the "Security Documents").

E. The undersigned believes it is in the best interests of the Corporation to enter into the Guaranty and Security Documents.

RESOLUTIONS

Asset Purchase Agreement

1. The sole director of the Corporation hereby ratifies and approves the execution and delivery of the Asset Purchase Agreement by the Corporation.
2. Each of the officers of the Corporation be, and any one or more of them hereby are, authorized and directed for, on behalf and in the name of the Corporation, to execute and deliver all other documents and instruments contemplated by the Asset Purchase Agreement to be signed by the Corporation, with each of such documents and instruments to be in such form and to contain such provisions as the officer or officers executing the same shall approve and his or their signatures appearing thereon shall constitute conclusive evidence of his or their approval thereof.
3. All prior actions taken by the officers of the Corporation in connection with the negotiation of the Asset Purchase Agreement which have not been specifically authorized and approved are hereby ratified and approved in all respects.
4. The officers of the Corporation be, and any one or more of them hereby are, authorized and directed to take all other actions that such officer or officers deem necessary or proper to effectuate the transactions contemplated by the Asset Purchase Agreement and the intent of the foregoing resolutions.

Guaranty and Security Documents

5. The Corporation shall guarantee the obligations of the Borrower to the Banks and the Agent and grant the Banks and Agent a security interest in and mortgage lien on the property of the Corporation pursuant to the conditions specified in the Security Documents.
6. The Chairman of the Board and Chief Executive Officer, President, any Vice President, Treasurer, Chief Financial Officer or Secretary of the Corporation, alone or together with one or another, be and they hereby are authorized and directed, for and on behalf of and in the name of the Corporation (a) to borrow money from the Banks from time to time in such amounts as such officer(s) shall deem advisable; (b) to make, execute, seal with the corporate seal,

and deliver to the Banks from time to time, loan agreements, disbursing agreements, notes, applications for letters of credit, and other evidence of or agreements concerning such indebtedness, in such amounts with such maturities, at such rates of interest, and upon such terms and conditions as said officer(s) shall approve; (c) to pledge, assign, mortgage or otherwise grant a security interest in any or all real property, fixtures, tangible or intangible personal property, or any other assets of the Corporation, to execute, seal with the corporate seal, and deliver to the Banks such security agreements, chattel mortgages, assignments, financing statements, real estate mortgages, lease or rental assignments, assignments of life insurance, agreements not to encumber or other agreements respecting any or all interests in real or personal property now owned or hereafter acquired by the Corporation as may be requested by the Banks to secure any obligations of the Corporation to the Banks or of the Borrower to the Banks, now existing or hereafter arising, all on such terms and conditions as said officer(s) shall approve, and to perform such acts required of the Corporation in such agreements or otherwise to perfect such security interests; (d) to sell to the Banks, with or without recourse, accounts, contract rights, general intangibles, instruments, documents, chattel paper, equipment, inventory, insurance policies, deposit accounts, rights in action or other personal property of the Corporation; (e) to endorse or assign and deliver such property to the Banks, and from time to time to withdraw and make substitutions of such property, or to sell such property to third persons and cause the proceeds of such sales to be applied against the obligations of the Corporation to the Banks or the obligations of the Borrower to the Banks; (f) to give subordinations, guarantees, or other financial understandings to the Banks; and (g) to endorse and deliver for discount with the Banks, notes, certificates of deposit, bills of exchange, orders for the payment of money, chattel paper, commercial, or other business paper, howsoever drawn, either belonging to or coming into possession of the Corporation. The approval by such officer(s) shall be conclusively evidenced by (his/her) (their) execution of any such instrument described above.

7. The Chairman of the Board and Chief Executive Officer, President, any Vice President, Treasurer, Chief Financial Officer or Secretary of the Corporation, alone or together with one or another, be and hereby are authorized and directed, for and on behalf of and in the name of the Corporation, to execute and deliver the Guaranty, Security Documents and such other related documents as the Banks and Agent may require, and any amendments thereto, all of such agreements, documents and instruments to be in such form and to contain such provisions as are acceptable to such officer or officers, and his or their execution thereof shall be conclusive evidence of his or their approval of the terms thereof.

8. The officers of the Corporation be, and any one or more of them hereby are, authorized to take such further actions and to execute such additional documents as may be necessary or desirable to effectuate the transaction described above and to cause the Corporation to perform its obligations under the Guaranty, Security Documents and all related documentation.

9. The Secretary, any Assistant Secretary or any other officer of the Corporation may from time to time upon request of the Banks or the Agent certify to the Banks and the Agent the names and signatures of the officers of the Corporation authorized under the foregoing resolutions.

10. The foregoing resolutions, and all certifications of the Secretary, Assistant Secretary or such officer given pursuant thereto, shall remain in full force and effect and the Banks and the Agent shall be entitled to rely thereon until written notice of their modification or rescission shall have been received by the Banks and the Agent and the receipt of such notice shall not affect any action taken by the Banks or the Agent prior thereto.

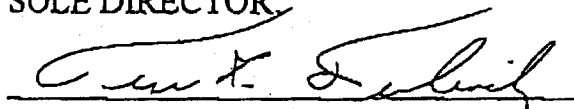
11. That all actions of the officers of the Corporation taken prior to the adoption of these resolutions in furtherance of the transactions described herein and consistent with the authority set forth herein are hereby confirmed, approved and ratified in all respects as the act and deed of the corporation.

General

12. The officers of the Corporation be, and any one or more of them hereby are, authorized and directed to execute and deliver on behalf of the Corporation such other agreements, instruments, certificates or other documents and to do and perform any acts whatsoever which such officer or officers deem necessary, appropriate or desirable in order to effectuate the foregoing resolutions and the transactions contemplated thereby and by the agreements approved by the above resolutions, and the Corporation ratifies, confirms, approves and adopts in all respects all acts previously done or performed by any such officer or officers in connection with the transactions approved by these resolutions.

Dated as of February 8, 2001.

SOLE DIRECTOR:



Terrence R. Fulwiler