

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-----------------------|
| Ennis, Inc. | | 11/19/2004 | CORPORATION: TEXAS |
| Northstar Computer Forms, Inc. | | 11/19/2004 | CORPORATION: |
| A and G, Inc. | | 11/19/2004 | CORPORATION: ILLINOIS |
| The Great Pumpkin, Inc. | | 11/19/2004 | CORPORATION: |
| Crabar/GBF, Inc. | | 11/19/2004 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-------------------|-----------------------------------|
| Name: | LaSalle Bank National Association |
| Street Address: | 135 South LaSalle Street |
| Internal Address: | Suite 425 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Association: |

PROPERTY NUMBERS Total: 33

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 1627093 | |
| Serial Number: | 78416049 | A |
| Serial Number: | 78416034 | A |
| Registration Number: | 2867190 | A ALSTYLE APPAREL |
| Serial Number: | 78485889 | AA ALSTYLE APPAREL & ACTIVEWEAR |
| Serial Number: | 78485888 | AA ALSTYLE APPAREL & ACTIVEWEAR |
| Registration Number: | 2017574 | AAA ALSTYLE APPAREL & ACTIVEWEAR |
| Serial Number: | 78403449 | AAA ALSTYLE APPAREL & ACTIVEWEAR |
| Registration Number: | 2824542 | ADMORE |
| Registration Number: | 2067386 | AMERICAN DIAMOND |
| | | CASHMANAGEMENTSUPPLY.COM YOUR SOURCE FOR THE |

TRADEMARK

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REEL: 002979 FRAME: 0852

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|----------------------|----------|---|
| Registration Number: | 2546565 | ITEMS YOU NEED TO MOVE YOUR MONEY |
| Serial Number: | 78414206 | CLASSIC BY ALSTYLE APPAREL & ACTIVEWEAR |
| Registration Number: | 1689599 | DIAMOND STAR |
| Registration Number: | 2809990 | ENNIS |
| Registration Number: | 555933 | ENNIS |
| Registration Number: | 2822370 | ENNIS |
| Registration Number: | 2631606 | EXECUTIVE BY ALSTYLE |
| Serial Number: | 78425086 | GAZIANI |
| Registration Number: | 2210868 | GAZIANI FASHIONS |
| Registration Number: | 2152224 | HYLAND |
| Registration Number: | 2162208 | INSTALINK |
| Registration Number: | 643607 | KEY-REC |
| Serial Number: | 78308947 | MAXTEK |
| Registration Number: | 1642454 | MURINA |
| Registration Number: | 1605715 | MURINA |
| Serial Number: | 76473924 | PAYSERV |
| Serial Number: | 76468213 | POWER-T |
| Registration Number: | 2177371 | PRINTERS' MALL |
| Registration Number: | 1831796 | PROFLEX |
| Registration Number: | 2566905 | SECUREPOUCH DEPOSIT BAGS |
| Registration Number: | 2191528 | SECURESTAR |
| Registration Number: | 2614246 | TENNESSEE RIVER |
| Registration Number: | 2611808 | TENNESSEE RIVER |

CORRESPONDENCE DATA

Fax Number: (214)939-6100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-939-5804
 Email: nealk@hughesluce.com
 Correspondent Name: Michele P. Schwartz
 Address Line 1: 1717 Main Street
 Address Line 2: Suite 2800
 Address Line 4: Dallas, TEXAS 75201

| | |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 15017.10 |
| NAME OF SUBMITTER: | Kristy Neal |

Total Attachments: 12

TRADEMARK
REEL: 002979 FRAME: 0853

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 19th day of November, 2004, by Ennis, Inc., a Texas corporation ("**Ennis**"), Northstar Computer Forms, Inc. ("**Northstar**"), Crabar/GBF, Inc. ("**Crabar**"), A and G, Inc. ("**A&G**") and The Great Pumpkin, Inc. ("**Great Pumpkin**") together with Ennis, Northstar, Crabar and A&G are collectively referred to herein as "**Borrower**") in favor of LaSalle Bank National Association, as agent ("**Agent**") for itself and various other lenders ("**Lenders**") with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603.

WITNESSETH

WHEREAS, Borrower, Agent and Lenders are parties to a certain Credit Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Credit Agreement**") and a certain Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Security Agreement**") and other related loan documents of even date herewith (collectively, with the Credit Agreement and the Security Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent of a security interest in certain of Borrower's assets, including, without limitation, its patents and patent applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Agent, for the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue

for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Agent that as of the date hereof:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark, except as set forth in Schedule B hereto; and

(iv) Borrower has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights of Agent under this Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become aware that it is entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that

upon the occurrence of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Agreement. This Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements, including, but not limited to, providing a release with the United States Patent and Trademark Office and all other state and foreign government officials and other agencies, if any, responsible for recording title to and liens against the Trademark.

9. Expenses. All expenses incurred in connection with the performance of any of the terms set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, renewal and use declaration fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Agent's Right to Sue. After an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege

hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and the terms set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Agreement shall be remade on the date of each borrowing under the Financing Agreements.


IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first written above.

Ennis, Inc.
Northstar Computer Forms, Inc.
Crabar/GBF, Inc.
A and G, Inc.
The Great Pumpkin, Inc.

By: Keith S. Walters
Keith S. Walters, President of each

Agreed and Accepted
As of the Date First Written Above

LASALLE BANK NATIONAL
ASSOCIATION, Agent

By: 
Name: John Mostofi
Title: Senior Vice President

SCHEDULE A**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| Country | Mark | Serial Number | Registration Number | Registration Date | Owner |
|----------------|---|----------------------|----------------------------|-----------------------------|--|
| Canada | A ALSTYLE APPAREL (and Design) | 1116829 | TMA612462 | 6/9/04 | A and G, Inc. |
| Canada | AAA ALSTYLE APPAREL & ACTIVEWEAR | 1095672 | TMA591662 | 10/7/03 | A and G, Inc. |
| Canada | AAA ALSTYLE APPAREL & ACTIVEWEAR (and Design) | 1226290 | n/a | n/a [app. filed 8/25/04] | A and G, Inc. |
| Canada | AMERICAN DIAMOND | 1158091 | TMA612802 | 6/15/04 | Alstyle Apparel & Activewear Manufacturing Company |
| Canada | BASIX BY ALSTYLE APPAREL CANADA | 1151834 | n/a | n/a [app. filed 9/12/02] | A and G, Inc. |
| Canada | CLASSIC BY ALSTYLE APPAREL & ACTIVEWEAR | 1101258 | TMA612747 | 6/15/04 | A and G, Inc. |
| Canada | DIAMOND STAR | 1158094 | n/a | n/a [app. filed 11/5/02] | Alstyle Apparel & Activewear Manufacturing Company |
| Canada | GAZIANI | 1095671 | TMA575122 | 2/5/03 | A and G, Inc. |
| Canada | MURINA | 1095670 | TMA575223 | 2/6/03 | A and G, Inc. |
| Canada | TENNESSEE RIVER | 1158093 | TMA612517 | 6/9/04 | Alstyle Apparel & Activewear Manufacturing Company |
| Canada | TENNESSEE RIVER (and Design) | 1158092 | TMA612801 | 6/15/04 | Alstyle Apparel & Activewear Manufacturing Company |
| CTM (Europe) | A (and Design) | 4055083 | n/a | n/a [app. filed 9/30/04] | A and G, Inc. |
| CTM (Europe) | AAA ALSTYLE APPAREL & ACTIVEWEAR | 3301371 | n/a | n/a [app. filed 8/4/03] | A and G, Inc. |
| CTM (Europe) | AAA ALSTYLE APPAREL & ACTIVEWEAR (and Design) | 4055075 | n/a | n/a [app. filed 9/30/04] | A and G, Inc. |
| CTM (Europe) | CLASSIC BY ALSTYLE APPAREL & ACTIVEWEAR | 3828472 | n/a | n/a [app. filed 5/6/04] | A and G, Inc. |
| CTM (Europe) | DIAMOND STAR | 3297694 | n/a | n/a [app. filed 8/4/03] | A and G, Inc. |

CHI99 4384744-4.030799.0080

| Country | Mark | Serial Number | Registration Number | Registration Date | Owner |
|--------------|----------------------------------|---------------|---------------------|--------------------------|------------------|
| CTM (Europe) | GAZIANI FASHIONS | 3371473 | n/a | n/a [app. filed 8/4/03] | A and G, Inc. |
| CTM (Europe) | MURINA | 3362878 | n/a | n/a [app. filed 9/22/03] | A and G, Inc. |
| CTM (Europe) | TENNESSEE RIVER | 3371051 | n/a | n/a [app. filed 8/4/03] | A and G, Inc. |
| CTM (Europe) | TENNESSEE RIVER (and Design) | 3376076 | n/a | n/a [app. filed 8/4/03] | A and G, Inc. |
| Japan | AAA ALSTYLE APPAREL & ACTIVEWEAR | 2004-006852 | n/a | n/a [app. filed 1/28/04] | A and G, Inc. |
| Japan | DIAMOND STAR | 2004-006855 | n/a | n/a [app. filed 1/28/04] | A and G, Inc. |
| Japan | GAZIANI | 2004-006856 | 4791467 | 7/30/04 | A and G, Inc. |
| Japan | MURINA | 2004-006851 | n/a | n/a [app. filed 1/28/04] | A and G, Inc. |
| Japan | TENNESSEE RIVER | 2004-006853 | n/a | n/a [app. filed 1/28/04] | A and G, Inc. |
| Japan | TENNESSEE RIVER (and Design) | 2004-006854 | n/a | n/a [app. filed 1/28/04] | A and G, Inc. |
| Mexico | AAA ALSTYLE APPAREL & ACTIVEWEAR | 03M3934 | n/a | n/a [app. filed 4/28/04] | A and G, Inc. |
| Mexico | DIAMOND STAR | 03M3938 | n/a | n/a [app. filed 4/30/04] | A and G, Inc. |
| Mexico | GAZIANI | 03M3937 | n/a | n/a [app. filed 4/30/04] | A and G, Inc. |
| Mexico | MURINA | 03M3933 | n/a | n/a [app. filed 4/30/04] | A and G, Inc. |
| Mexico | TENNESSEE RIVER | 03M3935 | n/a | n/a [app. filed 4/30/04] | A and G, Inc. |
| Mexico | TENNESSEE RIVER (and Design) | 03M3936 | n/a | n/a [app. filed 4/30/04] | A and G, Inc. |
| U.K. | MURINA | 2369655 | n/a | n/a [app. filed 8/2/04] | A and G, Inc. |
| U.S. | (Design Only) | 74/036,723 | 1,627,093 | 12/11/1990 | Crabar/GBF, Inc. |

| Country | Mark | Serial Number | Registration Number | Registration Date | Owner |
|---------|--|---------------|---------------------|-----------------------------|------------------|
| U.S. | A (and Design) | 78/416,049 | n/a | n/a [app. filed 5/10/04] | A and G, Inc. |
| U.S. | A (and Design) | 78/416,034 | n/a | n/a [app. filed 5/10/04] | A and G, Inc. |
| U.S. | A ALSTYLE APPAREL (and Design) | 76/279,532 | 2,867,190 | 7/27/04 | A and G, Inc. |
| U.S. | AA ALSTYLE APPAREL & ACTIVEWEAR | 78/485,889 | n/a | n/a [app. filed 9/19/04] | A and G, Inc. |
| U.S. | AA ALSTYLE APPAREL & ACTIVEWEAR (and Design) | 78/485,888 | n/a | n/a [app. filed 9/19/04] | A and G, Inc. |
| U.S. | AAA ALSTYLE APPAREL & ACTIVEWEAR | 75/024,924 | 2,017,574 | 11/19/96 | A and G, Inc. |
| U.S. | AAA ALSTYLE APPAREL & ACTIVEWEAR (and Design) | 78/403,449 | n/a | n/a [app. filed 4/16/04] | A and G, Inc. |
| U.S. | ADMORE | 76/450,682 | 2,824,542 | 3/23/2004 | Ennis, Inc. |
| U.S. | AMERICAN DIAMOND | 74/206,312 | 2,067,386 | 6/3/97 | A and G, Inc. |
| U.S. | CASHMANAGEMENT-SUPPLY.COM YOUR SOURCE FOR THE ITEMS YOU NEED TO MOVE YOUR MONEY (and Design) | 76/132,888 | 2,546,565 | 3/12/2002 | Ennis, Inc. |
| U.S. | CLASSIC BY ALSTYLE APPAREL & ACTIVEWEAR | 78/414,206 | n/a | n/a [app. filed 5/6/04] | A and G, Inc. |
| U.S. | DIAMOND STAR | 74/108,657 | 1,689,599 | 5/26/92 | A and G, Inc. |
| U.S. | ENNIS | 76/450,681 | 2,809,990 | 2/3/2004 | Ennis, Inc. |
| U.S. | ENNIS (and Design) | 71/604,472 | 555,933 | 3/11/1952 | Ennis, Inc. |
| U.S. | ENNIS (and Design) | 76/450,680 | 2,822,370 | 3/16/2004 | Ennis, Inc. |
| U.S. | EXECUTIVE BY ALSTYLE | 76/358,685 | 2,631,606 | 10/8/02 | A and G, Inc. |
| U.S. | GAZIANI | 78/425,086 | n/a | n/a [app. filed 5/26/04] | A and G, Inc. |
| U.S. | GAZIANI FASHIONS | 75/373,875 | 2,210,868 | 12/15/98 | A and G, Inc. |
| U.S. | HYLAND | 75/258,547 | 2,152,224 | 4/21/98 | A and G, Inc. |
| U.S. | INSTALINK | 75/332,348 | 2,162,208 | 6/2/1998 | Ennis, Inc. |
| U.S. | KEY-REC | 72/011,784 | 643,607 | 4/2/1957 | Crabar/GBF, Inc. |

| Country | Mark | Serial Number | Registration Number | Registration Date | Owner |
|---------|---------------------------------------|---------------|---------------------------|------------------------------|--------------------------------|
| U.S. | MAXTEK | 78/308,947 | n/a | n/a [app. filed 10/3/03] | A and G, Inc. |
| U.S. | MURINA | 74/005,788 | 1,642,454 | 4/23/91 | A and G, Inc. |
| U.S. | MURINA | 74/005,204 | 1,605,715 | 7/10/90 | A and G, Inc. |
| U.S. | PAYSERV | 76/473,924 | n/a | n/a [app. filed 12/6/02] | Ennis, Inc. |
| U.S. | POWER-T | 76/468,213 | n/a | n/a [app. filed 11/20/02] | A and G, Inc. |
| U.S. | PRINTERS' MALL | 75/156,969 | 2,177,371 | 7/28/1998 | Ennis, Inc. |
| U.S. | PROFLEX | 74/206,314 | 1,831,796 | 4/19/94 | A and G, Inc. |
| U.S. | SECUREPOUCH DEPOSIT BAGS (and Design) | 76/132,889 | 2,566,905 | 5/7/2002 | Ennis, Inc. |
| U.S. | SECURESTAR | 75/275,104 | 2,191,528 | 9/22/1998 | Northstar Computer Forms, Inc. |
| U.S. | TENNESSEE RIVER | 76/153,750 | 2,614,246 | 9/3/02 | A and G, Inc. |
| U.S. | TENNESSEE RIVER (and Design) | n/a | 87959 [IL state reg.] | 10/31/01 | A and G, Inc. |
| U.S. | TENNESSEE RIVER (and Design) | n/a | 107760 [CA state reg.] | 11/6/01 | A and G, Inc. |
| U.S. | TENNESSEE RIVER (and Design) | n/a | 108387 [AL state reg.] | 1/14/02 | A and G, Inc. |
| U.S. | TENNESSEE RIVER (and Design) | n/a | 378761 [TN state reg.] | 11/9/01 | A and G, Inc. |
| U.S. | TENNESSEE RIVER (and Design) | 76/153,826 | 2,611,808 | 8/27/02 | A and G, Inc. |

SCHEDULE B

Pending Trademark Claims Against A and G, Inc.

MURINA Trademark Application in the European Union

Murina Europe Ltd. has opposed A and G, Inc.'s application for the MURINA mark in the European Union. The parties are currently in a "cooling-off" period, which allows additional time for the parties to reach an agreement before filing a response to the opposition. The "cooling-off" period will expire on November 28, 2004, and A and G, Inc.'s response to the opposition is due on March 28, 2005. A and G, Inc. has already received a Declaration of Invalidity against Murina Europe, Ltd.'s registration for the MURINA trademark in the U.K.

ALSTYLE Trademark Application in Canada

According to the Canadian Trade Marks Office online database, Bauer Nike Hockey, Inc. filed an opposition on July 12, 2004, against Alstyle's DIAMOND STAR trademark application in Canada. A and G, Inc.'s current trademark counsel stated that they have not received formal notice of this opposition, and they understand the information from the Canadian Trade Marks Office's database refers only to an extension of time to file an opposition, rather than an actual opposition.