

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):
Cardinal Brands, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
Name: U.S. Bank National Association
Internal Address: Juli K. Van Hook
Street Address: 7th and Washington
City: St. Louis State: MO Zip: 63101

Individual(s) citizenship _____
 Association National Banking Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/29/2004

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

B. Trademark Registration No.(s) See attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Roxana Wizorek, Esq.
 Internal Address: Bryan Cave LLP
 Street Address: 211 North Broadway, Suite 3600
 City: St. Louis State: MO Zip: 63102-2750

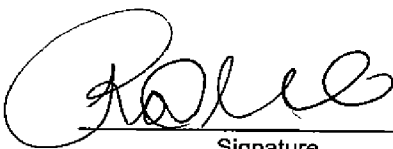
6. Total number of applications and registrations involved: 53

7. Total fee (37 CFR 3.41).....\$ 1340.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-4467

DO NOT USE THIS SPACE

9. Signature.
Roxana Wizorek  2/16/2005
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 22

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

CH \$1340.00 024467 76448936

United States Trademarks

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Exp. Date</u>
Accordion	1,030,041	01/13/76	01/13/06
Accordion (design - 3 downward arrows)	1,682,017	04/07/92	04/07/12
a adams (design)	2,594,773	07/16/02	07/16/12
a adams (design)	2,528,503	01/08/02	01/08/12
ADAMS	2,425,906	01/30/01	01/30/11
Adams Business Forms	2,374,422	08/08/00	08/08/10
Alliance	2,766,015	09/23/03	09/23/13
Basic Values	2,339,810	4/11/00	04/11/10
Business Dress	2,250,129	06/01/99	06/01/09
BUSINESS ETIQUETTE	2,416,466	12/26/00	12/26/10
Campaign	2,237,300	04/06/99	04/06/09
Cardinal (design logo)	1,106,078	11/14/78	11/14/08
Cardinal Inflight Design (dove logo)	1,194,319	04/27/82	04/27/12
Craft Keepers	2,776,477	10/21/03	10/21/13
Create A Bag	2,692,443	03/04/03	03/04/13
Crop Case	2,649,017	11/12/02	11/12/12
Crop Station	2,731,388	07/01/03	07/01/13
Demonstrator	1,380,349	01/28/86	01/28/06
Diamond Lock	2,153,748	04/28/98	04/28/08
Diamond Lock and Design	2,153,753	04/28/98	04/28/08
EveryDay (stylized)	69,605	06/23/08	6/23/2008
EZY Index (design)	1,072,207	08/30/77	08/30/07
File N Style	2,396,372	10/17/00	10/17/10
Globalfile	1,935,270	11/14/95	11/14/05
Globe-Weis	1,624,788	11/27/90	11/27/10
Hold That Thought	2,360,805	06/20/00	06/20/10
JOB SEEKER	2,466,747	07/03/01	07/03/11
LIFESTAGES	2,567,860	05/07/02	05/07/12
Manhattan	2,354,776	06/06/00	06/06/10
Memory File	2,628,072	10/01/02	10/01/12
Organize @ Home	2,378,976	08/22/00	08/22/10
Plan-A-Rama	1,360,532	09/17/85	09/17/05
QUICKSTEP	2,474,757	08/07/01	08/07/11
Scrapfolio	2,682,796	02/04/03	02/04/13
Scrap-N-Sac	2,757,127	08/26/03	08/26/13
Scrap-N-Satchel	2,767,701	09/23/03	09/23/13
Slant-D	1,098,778	08/08/78	08/08/08
SpineVue	2,209,021	12/08/98	12/08/08
Stafford	1,059,260	02/15/77	02/15/07
Tax Forms Helper	2,291,644	11/09/99	11/09/09

Verti-Swing	0,830,183	06/13/67	06/13/07
Voyager	2,358,688	06/13/00	06/13/10
Westport	2,168,375	06/23/98	06/23/08
Witty One-US	2,855,716	06/22/04	06/22/14
Write 'n Erase	1,898,204	05/30/95	05/30/05
Write 'n Stlck	2,640,808	10/22/02	10/22/12
XV (Stylized)	1,403,102	07/29/86	07/29/06
Z Bag	1,916,307	09/05/95	09/05/05

	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Exp. Date</u>
Leitha-Tone	0,775,856	08/25/64	08/25/04
Xtrallife	1,301,547	10/23/84	10/23/04

United States Trademark Applications

<u>Description</u>	<u>Application Number</u>
Generations	76/448,936
Next Level	78/365,564
One-Touch	78/317,734

PATENT, TRADEMARK AND LICENSE
SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 29th day of December, 2004, by CARDINAL BRANDS, INC., a Nevada corporation ("Debtor" or "Borrower"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, the "Agent") for itself (in such capacity, "U.S. Bank"), and any other entity which now or at any time hereafter shall execute the Credit Agreement (as hereinafter defined) as a "Bank" or "Lender" together with its affiliates (collectively, the "Banks" or "Lenders").

WITNESSETH:

WHEREAS, Borrower, Agent and certain other Lenders from time to time party thereto have entered into a certain Revolving and Term Loan Credit Agreement dated as of December 29, 2004 (as it may be amended or modified from time to time, the "Credit Agreement"); and

WHEREAS, Borrower is entering into this Agreement in order to induce Agent and the Lenders to enter into and extend credit to Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants to the Agent for the ratable benefit of the Lenders a continuing security interest in and lien on, all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future

infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other party, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the present and future Borrower's Obligations (as defined in the Credit Agreement).

2. Representations, Warranties and Covenants of Debtor. Except as otherwise indicated on Schedules A, B, C, D and E attached hereto, Debtor hereby represents and warrants to the Agent and each of the Lenders, and covenants and agrees with the Agent and each of the Lenders, that:

(a) All of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Debtor in the Credit Agreement);

(b) To the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable, except to the extent that the invalidity or unenforceability of any of the Patents, Trademarks and Licenses is not, in the aggregate, material to the operation of Debtor's business;

(c) Except as specifically disclosed in the Credit Agreement (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Except as specifically disclosed in the Credit Agreement, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons, excluding only security interests granted to the Agent for the ratable benefit of the Lenders, and except to the extent that such liens, charges and encumbrances on any of the Patents, Trademarks and Licenses is not, in the aggregate, material to the operation of Debtor's business;

(e) Debtor has the unqualified right to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses, except to the extent that Debtor decides in the ordinary course of business to abandon any of the Patents, Trademarks and Licenses that, in the aggregate, are not material to the operation of the Debtor's business;

(g) Debtor has the exclusive right and license to use the Patents and Trademarks, and has the right and license to use the Licenses, and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement, except in the ordinary course of its business; and

(h) Except as specifically disclosed in the Credit Agreement, Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

3. Inspection Rights; Product Quality. Debtor will permit, upon at least one (1) Domestic Business Day's prior oral or written notice from the Agent or any of the Lenders to Debtor (provided, however, that no such notice need be given by the Agent or any of the Lenders if any Default or Event of Default under the Credit Agreement has occurred and is continuing), inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by the Agent and each of the Lenders during normal business hours and at other reasonable times. Debtor will reimburse the Agent and each of the Lenders upon demand for all costs and expenses incurred by Agent or any of the Lenders in connection with any such inspection conducted by Agent or any of the Lenders while any Default or Event of Default under the Credit Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the forgoing.

4. Further Assurances. Debtor agrees that, until (i) all of the Borrower's Obligations shall have been paid in full, (ii) no Letters of Credit shall be outstanding and (iii) the Lenders

have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Debtor under the Credit Agreement, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Credit Agreement, without the prior written consent of the Required Banks (as defined in the Credit Agreement) and Debtor agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Debtor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed the Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give the Agent prompt written notice thereof.

6. Modification by Agent. Debtor authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor, for Debtor's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Borrower's Obligations ratably among the Banks. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to Debtor at least five (5) Domestic

Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Borrower's Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent and/or the Lenders of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from the Agent or any of the Lenders to Debtor. If an Event of Default shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Lenders, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Collateral Documents (as defined in the Credit Agreement) or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Debtor shall pay all of the Borrower's Obligations in full, (ii) no Letters of Credit are outstanding, (iii) the Lenders shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Debtor under the Credit Agreement and (iv) the Credit Agreement shall be terminated, this Agreement shall terminate and the Agent shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish the Agent's security interest therein, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by the Agent and until so paid shall be added to the principal amount of the Borrower's Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Alternate Base Rate (which interest rate shall fluctuate as and when the Alternate Base Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.

11. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain

all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. **Agent Appointed Attorney In Fact.** If any Event of Default shall have occurred and be continuing, Debtor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Debtor's true and lawful attorney in fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. **No Waiver.** No course of dealing between Debtor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. **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.

15. **Amendments.** This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Agent and consented to by the Required Banks, except as provided in Paragraph 6 above.

16. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign or delegate any of its rights of obligations under this Agreement.

17. **Notices.** All notices provided for in this Agreement shall be in writing and shall be deemed to have been given when made in accordance with Section 8.07 of the Credit Agreement.

18. **Governing Law.** The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Debtor and the Agent have executed this Patent, Trademark and License Security Agreement this 29 day of December, 2004.

CARDINAL BRANDS, INC. ("Debtor")

By: *Paula C. Wischnack*
Name: PAULA C. WISCHNACK
Title: VP Controller

U.S. BANK NATIONAL ASSOCIATION as Agent
(the "Agent")

By: *Juli K. Van Hook*
Name: JULIE VAN HOOK
Title: VP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MISSOURI)
CITY)
COUNTY OF ST. LOUIS)

On this 22ND day of December, 2004, before me personally appeared Paula C. Wischnack to me personally known, who, being by me duly sworn, did say that ~~he~~ ^{she} is the VP/Controller of CARDINAL BRANDS, INC., a Nevada corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Paula C. Wischnack acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Susan G. Reiss
Notary Public

My Commission Expires: June 4, 2006
SUSAN G. REISS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: June 4, 2006

STATE OF Missouri)
CITY)
COUNTY OF St. Louis)

On this 28 day of December, 2004, before me appeared Juli K. Van Hook to me personally known, who, being by me duly sworn, did say that she/~~he~~ is a VICE PRESIDENT of US BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Juli K. Van Hook acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Maribeth D. Wissehr

Notary Public

My Commission Expires:

March 23, 2008

MARIBETH D. WISSEHR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Mar. 23, 2008

SCHEDULE A**United States Patents**

<u>Patent</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Status</u>
Bracket for Supporting Office Desk Trays	D 341,077	11/09/93	Current
Bracket for Supporting Office Desk Trays	D 349,234	08/02/91	Current
Binder or Portfolio	5,445,251	08/25/95	Current
Binder with Label Holder Spine Vue Products	5,720,564	02/24/98	Current
Binder with Label Holder Spine Vue Products	5,951,189	09/14/99	Current
Calendar Holder	D 335,684	05/18/93	Current
Card File	D 335,504	05/11/93	Current
Desk Tray	D 335,505	05/11/93	Current
Combined Holder for Memo Paper and Vertical File	D 336,753	07/22/93	Current
Combined Memo Holder and Vertical File	D 340,068	10/05/93	Current
Customizable Decal and Kit for Making the Same	6,793,999	09/21/04	Current
Desk Organizer	D 335,895	05/18/93	Current
Design of Transport Case For Portable Expanding File Folders (Zippered)	D 459,887 S	07/09/02	Current
Design of Transport Case For Portable Expanding File Folders	D 469,254 S	01/28/03	Current
Double Cover Ring Binder	5,411,293	05/02/95	Current
Expansion Pocket	5,118,137	06/02/92	Current
Expansion Pocket	5,261,701	11/16/93	Current
Extension Tray	D 337,618	07/20/93	Current
Horizontal and Vertical Organizer With Insert	D 356,337	03/14/95	Current
Index Sheet Assembly	5,908,259	06/01/99	Current
Index Sheet Assembly	5,299,879	04/05/94	Current
Index Tab for a Divider Sheet	5,875,579	03/02/99	Current
Looseleaf Binder	D 325,928	05/05/92	Current
Portfolio With Sliding Organizer Panel	5,687,819	12/18/97	Current
Steno Work Center Providing a Holder for a Notebook and Other Articles	D 410,492	06/01/99	Current
Tape Dispenser	D 336,109	07/01/93	Current
Transport Case for Portable Expanding File Folders	6,364,110	04/02/02	Current

SCHEDULE B

Patent Applications United States

<u>Application</u>	<u>Reg. No.</u>	<u>Status</u>
Coloring Paper having Adhesive Backing	10/438,227	Pending
Coloring Paper having Faint Lines	10/437,736	Pending
Multi-Functional Stack of Repositional Sheets	10/797,956	Pending
"Slinky" Notepad	29/193,144	Pending

SCHEDULE C**United States Trademarks**

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Exp. Date</u>
Accordion	1,030,041	01/13/76	01/13/06
Accordion (design - 3 downward arrows)	1,682,017	04/07/92	04/07/12
a adams (design)	2,594,773	07/16/02	07/16/12
a adams (design)	2,528,503	01/08/02	01/08/12
ADAMS	2,425,906	01/30/01	01/30/11
Adams Business Forms	2,374,422	08/08/00	08/08/10
Alliance	2,766,015	09/23/03	09/23/13
Basic Values	2,339,810	4/11/00	04/11/10
Business Dress	2,250,129	06/01/99	06/01/09
BUSINESS ETIQUETTE	2,416,466	12/26/00	12/26/10
Campaign	2,237,300	04/06/99	04/06/09
Cardinal (design logo)	1,106,078	11/14/76	11/14/08
Cardinal Inflight Design (dove logo)	1,194,319	04/27/62	04/27/12
Craft Keepers	2,776,477	10/21/03	10/21/13
Create A Bag	2,692,443	03/04/03	03/04/13
Crop Case	2,649,017	11/12/02	11/12/12
Crop Station	2,731,388	07/01/03	07/01/13
Demonstrator	1,380,349	01/28/86	01/28/06
Diamond Lock	2,153,748	04/28/98	04/28/08
Diamond Lock and Design	2,153,753	04/28/98	04/28/08
EveryDay (stylized)	69,605	06/23/08	6/23/2008
EZY Index (design)	1,072,207	08/30/77	08/30/07
File N Style	2,396,372	10/17/00	10/17/10
Globalfile	1,935,270	11/14/95	11/14/05
Globe-Weis	1,624,788	11/27/90	11/27/10
Hold That Thought	2,360,805	06/20/00	06/20/10
JOB SEEKER	2,466,747	07/03/01	07/03/11
LIFESTAGES	2,567,860	05/07/02	05/07/12
Manhattan	2,354,776	06/06/00	06/06/10
Memory File	2,628,072	10/01/02	10/01/12
Organize @ Home	2,378,976	08/22/00	08/22/10
Plan-A-Rama	1,360,532	09/17/85	09/17/05
QUICKSTEP	2,474,757	08/07/01	08/07/11
Scrapfolio	2,682,796	02/04/03	02/04/13
Scrap-N-Sac	2,757,127	08/26/03	08/26/13
Scrap-N-Satchel	2,767,701	09/23/03	09/23/13
Slant-D	1,098,778	08/08/78	08/08/08
SpineVue	2,209,021	12/08/98	12/08/08
Stafford	1,059,260	02/15/77	02/15/07
Tax Forms Helper	2,291,644	11/09/99	11/09/09

Verti-Swing	0,830,183	06/13/67	06/13/07
Voyager	2,358,666	06/13/00	06/13/10
Westport	2,168,375	06/23/98	06/23/08
Witty One-US	2,855,716	06/22/04	06/22/14
Write 'n Erase	1,896,204	05/30/95	05/30/05
Write 'n Stick	2,640,808	10/22/02	10/22/12
XV (Stylized)	1,403,102	07/29/86	07/29/06
Z Bag	1,916,307	09/05/95	09/05/05

Previously Registered Trademarks: Now Expired:

<u>Borrower is Attempting to Renew Registration</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Exp. Date</u>
Letha-Tone	0,775,856	08/25/64	08/25/04
Xtralife	1,301,547	10/23/84	10/23/04

LIST OF BORROWER'S UNREGISTERED TRADEMARKS

- adhesive pockets
- Binder Finder
- BlindEdge
- Business Advantage
- Business Basic
- Business Performers
- Cardinal Brands
- Cardinal Custom Solutions
- Cardinal (design logo)
- Cb (logo)
- Ceres
- City Gear
- Clean Break
- ClearThru
- Clear View Cropper
- ClearVue
- ColorVue
- ColorWave
- Create-A-Bag
- Creative Work Center
- Crop Caddy
- Crop-n-Carry
- Crop & File
- Crop & File Paper Station
- Cropper Pack
- DataGuard

digital tools
Dimension Dots
dimension SQUARES
DataGuard
Dual-Fold
DuraPoly
Easy Open
EconomyValue
Embellishment Keepers
Embellishment Poncho
Embellishment Tote
Expand-A-Pocket
EZYIndex
EZY-Lock
File Effects
File Express
Finger Friendly
finishing TOUCHES
Foto Friend
Fun-to-Flip
Generations (design)
GelTab
GlideRing
HoldIt!
Kid's Keepsakes
Kid's Keepsake Kit
Large Scrap-N-Sac
Marbled File Express
Memorabilia Pockets
Memory Album
Memory Tote
Memory Express
Metal Embellishments
MicroFine
Mini Scrap-N-Sac
Mobile FileMax
Mobile Paper Station
My Generation
NoteStrip
Onestep
Page Protectors
Pen Poncho
petiteCROPPER
Photo Express
Photo File
PivotGrip

pretty SIMPLE
Profile
PolyColors
POLYtex
QuickVue
Repromaster (stylized)
Restickable
Restickable notes
Restickable sports notes
Rigi-Flex
Rolling Paper Organizer
Rubber Stamp Carry-All
Sassy Scrapper
Showfile
Simple Scrapbook(ing)
simple tools
SlideGrip
Soft Click (Easy Open)
Soft Touch
Stackers
Stash-A-Stamp
Sticker Saver
Sticks again...and again...and again
SuperLife
Supply Saver
SureLock
The Computer Bag
ULTRATECH
Weekender
Witty One (design)
World Travelers
XtraValue

SCHEDULE D**United States Trademark Applications**

<u>Description</u>	<u>Application Number</u>
Generations	76/448,936
Next Level	78/365,564
One-Touch	78/317,734

SCHEDULE E

Licenses

Cardinal Brands, Inc. currently has a surf control software license agreement in place with a company called SurfControl. This prevents employees from getting to websites that could contain offensive materials.

Cardinal Brands, Inc. has a software license agreement in place with Symantec. This is virus protection software that protects all emails, desktop computers, laptop computers and the company servers.

Software license agreement with Oracle Corporation for financial, manufacturing, purchasing, and order entry modules. It also includes licensed software for Oracle Enterprise Gateway for AS400, Oracle database, Oracle Application Server, Enterprise license and Internet Developer Suite (IDS).

Corporate License Agreement (CLA) with Novell to provide software licenses for Novell products Netware 6.0 and Groupwise 6.0. Currently have 403 licenses. This CLA allows company to provide a flexible framework to manage the software.

Software License Agreement with Citrix. This license allows access to our computer applications. We currently have 120 licenses.

Software License Agreement with Get Paid Software. This is accounts receivable tracking software used by the credit department.

Discoverer software license with Oracle Corporation. This software is a corporate reporting tool used to gather information out of the Oracle database. This also allows information to be extracted from the AS400 database through Oracle Gateway software. Currently have 69 desktop licenses.

Company has a site license to use Lawson Associates payroll processing software package operating on the SUN E3500 server residing in Topeka, Kansas. Currently have a user license for 10 employees.

Software license agreement with American Software, Inc. (ASI). This runs the manufacturing, distribution, and accounting programs on the AS400 business management package.

Insight software license agreement for AS400 general ledger system used for financials.

Software license with T.L. Ashford & Associates. This is barcode label software used for the AS400.

Maintenance agreement with IBM Corporation for the software and hardware applications located in Topeka, Kansas. Also separate maintenance agreement for the AS400 hardware located in Washington, Missouri as part of backup recovery plan.

Software license agreement with Byteware, Inc. for virus software for AS400. This protects the AS400 for the document imaging software being used.

Software license agreement with JDA. This software is a planagram and designer software that allows us to build planagrams and change and modify layouts of any type. Analysis reports can then be run and sent to our customer or used internally. This is used for category management for WalMart Canada.

Certain of Borrower's trademarks are subject to a trademark license dated August 1, 1998 between American Poad and Paper Company ("Ampad") and Cardinal Brands, Inc. authorizing Ampad to use "Globe-Weis" and other trademarks in connection with the sale of file folders and hanging file folder products.

Certain license agreement with Off Data, GMBH, (n/k/a Avanti Office Supplies) for use of two patents in products produced using the "Glide Ring" mechanism. These products can only be sold in Canada, Mexico and the United States of America and their territories.

License Agreement with Bensons International Systems, Inc. for distribution of the "Easy Open" patented mechanism in Cardinal Brands Cardinal binders.

License agreement with COSMI granting Cardinal Brands, Inc. an OEM license to reproduce and to distribute in the United States, the computer programs entitled *The Complete Law Office* and *Estate and Asset Advisor*.

Trademark License Agreement with MeadWestvaco Corporation authorizing their use of our Globe-Weis trademark for use in manufacturing certain filing products for Staples.

Exclusive License Agreement with K & Company, LLC for use of specific designs to be used in Cardinal Brands products

License Agreement with Nova Publishing Company for legal content language for Cardinal Brands self help legal forms, kits, CDs and floppy diskettes.

Trademark License Agreement with Poof-Slinky, Inc. for the use of the trademark "SLINKY®" in the manufacture, sale and distribution of certain sticky notes designed to look like a Slinky Spring Toy.

Sub-License Agreement made with Second Sight Enterprises, Inc. and CPP International, LLC for Cardinal Brands sub-license to use the guide markings (grid lines) covered by their US and Canadian patents on easel pad products sold by Cardinal Brands.

Royalty Agreement with Larry Wittmeyer, Jr. for the sale of any products that use repositionable pressure sensitive adhesive that were or are designed by Wittmeyer using a certain method of construction.

Design Agreements - Artwork for hire Agreements

Design Agreement with Katie Fenwick for original works designed and used with Cardinal Brands Generations line of products sold.

Design Agreement with Michael Kilfoy for original works designed and used with Cardinal Brands Generations line of products sold.

Design Agreement with Deborah Kloeppel for original works designed and used with Cardinal Brands Generations line of products sold.

Design Agreement with Michelle Oliver for original works designed and used with Cardinal Brands Generations line of products sold.

Design Agreement with Nicole Schanda for original works designed and used with Cardinal Brands Generations line of products sold.