

2/11/05

02-14-2005



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

2/11/05

1. Name of conveying party(ies):

Instant Web, Inc., United Mailing Inc. and...

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02/03/2005

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce,

Internal Address: acting through its NY agency, as

Street Address: Admin. Agt., 300 Madison Ave.

City: New York State: NY Zip: 10017

- Individual(s) citizenship 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

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

A. Trademark Application No.(s) 78/383,473 and 78/383,452

B. Trademark Registration No.(s) 2,163,191; 2,191,741; and 1,461,856

Additional number(s) attached Yes No

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

Name: Luis Rodriguez

Internal Address: Corporation Service Company 1133 Avenue of the Americas Suite 3100 New York, NY 10036

Street Address: Matter # 31350.301 order # 196339

City: State: Zip:

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41):

\$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy Name of Person Signing

Maureen P. Murphy Signature

02/09/2005

Date

02/14/2005 DBYRNE

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

01 FC:8521 02 FC:8522

40.00 DP 100.00 DP

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

TRADEMARK REEL: 003119 FRAME: 0514

**ITEM 1 (cont'd)  
to Trademarks Recordation Form Cover Sheet**

**Additional Conveying Party**

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>
Victory Envelope Inc.	Minnesota	Corporation

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of February 3, 2005 by INSTANT WEB, INC., UNITED MAILING, INC. and VICTORY ENVELOPE, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collat-

eral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INSTANT WEB, INC.,

By: *Peter S. Karle*  
Name: Peter S. Karle  
Title: Chief Financial Officer

UNITED MAILING, INC.,

By: *Peter S. Karle*  
Name: Peter S. Karle  
Title: Chief Financial Officer

VICTORY ENVELOPE, INC.,

By: *Peter S. Karle*  
Name: Peter S. Karle  
Title: Chief Financial Officer

[Trademark Security Agreement]

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Administrative Agent

By: \_\_\_\_\_



Name: GERALD GIRARDI  
Title: EXECUTIVE DIRECTOR  
CIBC WORLD MARKETS CORP., AS AGENT

[Trademark Security Agreement

**TRADEMARK**  
**REEL: 003119 FRAME: 0519**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Victory Envelope, Inc.	2,163,191	VICTORY ENVELOPE
United Mailing, Inc.	2,191,741	UNITED MAIL-ING
Instant Web, Inc.	1,461,856	ENVELETTER

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
Instant Web, Inc.	78/383,473	DIRECT MAIL LIKE NO ONE ELSE & Design
Instant Web, Inc.	78/383,452	IWCODIRECT DIRECT MAIL LIKE NO ONE ELSE & Design