

11-23-2005



RECORD#  
**TRADEMARKS ONLY**  
103124555

50.01-11

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Diamond Paper Acquisition Corp.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital Corporation  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 201 Merritt 7, 3rd Floor  
City: Norwalk  
State: Connecticut  
Country: USA      Zip: 06851

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Delaware  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) October 28, 2005

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See Schedule 1 Attached

B. Trademark Registration No.(s)  
See Schedule 1 Attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Otterbourg, Steindler, Houston & Rosen P.C.  
Internal Address: Susan Goldberg  
Street Address: 230 Park Avenue  
City: New York  
State: New York      Zip: 10169-0075  
Phone Number: (212) 661-9100 Ext. 862  
Fax Number: (212) 682-6104  
Email Address: sgoldberg@osfir.com

**6. Total number of applications and registrations involved:** 12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 315.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized Name \_\_\_\_\_

11/23/2005 LUMELLER 00000002 2231306  
81 FC:4521  
49.00 00  
275.00 00

**9. Signature:** Susan Goldberg      11/09/2005  
Signature      Date

Susan Goldberg  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2005, by **DIAMOND PAPER ACQUISITION CORP.**, a Delaware corporation ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, ("Agent") in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 26, 2003 by and among AOS Acquisition Corp., a Delaware corporation, DDII Acquisition Corp., a Delaware corporation, Oak Tree Acquisition Corp., a Delaware corporation, Accurate Office Acquisition Corp., a Delaware corporation, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Grantor;

WHEREAS, in order to induce Agent and Lenders to continue in the financing arrangements set forth in the Credit Agreement and the other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement and to enter into the Letter re: Consent to Diamond Paper Asset Purchase dated as of the date hereof, Grantor has agreed to execute and deliver to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement or in the Credit Agreement itself.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses (other than Trademark Licenses that, by their terms, prohibit such a grant or the exercise of Lenders of rights thereunder or where such a grant or such exercise would give rise to a termination right in the counterparty

thereto unless and until any required consents have been obtained) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

**[SIGNATURE PAGE FOLLOWS]**

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY )  
 )  
COUNTY OF PASSAIC ) ss.

On this 28<sup>th</sup> day of October, 2005 before me personally appeared Anthony Cavalieri, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DIAMOND PAPER ACQUISITION CORP., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Dolores M. O'Dowd  
Notary Public

**DOLORIS M. O'DOWD  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUGUST 2, 2008**

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

**DIAMOND PAPER ACQUISITION CORP.**

By: 

Name: Anthony Cavalieri

Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**

as Agent

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

Name: \_\_\_\_\_

Title: Duly Authorized Signatory

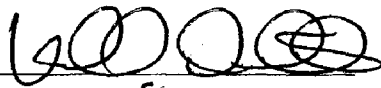
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DIAMOND PAPER ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: Howard L. Brown  
Title: President and CEO

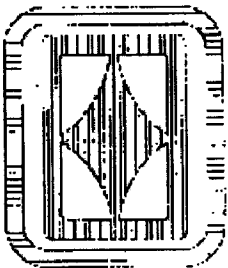
ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent



By:   
Name: KELLY STOTLER  
Title: Duly Authorized Signatory




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

**TRADEMARKS**

Mark	Reg. No.	Date
DIAMOND PAPER CORP.	2231306	3/16/1999
DIAMOND	2237915	4/13/1999
DIAMOND PAPER	2231304	3/16/1999
	2245280	5/18/1999

**TRADEMARK APPLICATIONS**

Mark	Application No.	Date
ECONOMY OFFICE FURNITURE	76646011	09/01/2005
	76646010	09/01/2005
TOTAL OFFICE SOLUTIONS	76646009	09/01/2005
	76645849	08/30/2005

Mark	Application No.	Date
	76646012	09/01/2005
	76645950	08/31/2005
	76645847	08/30/2005
<p data-bbox="224 871 521 924"><b>ECONOMY</b></p>	76646013	09/01/2005



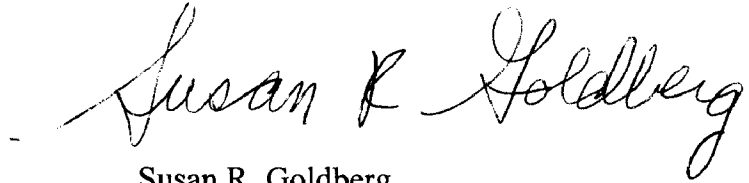
November 9, 2005

Page 2

Thank you for your attention.

Yours truly,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

A handwritten signature in cursive script that reads "Susan R. Goldberg".

Susan R. Goldberg  
Paralegal

Encl.

cc: Mr. Harris Diamond, Esq.

RECEIPT ACKNOWLEDGED:

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

Title: \_\_\_\_\_

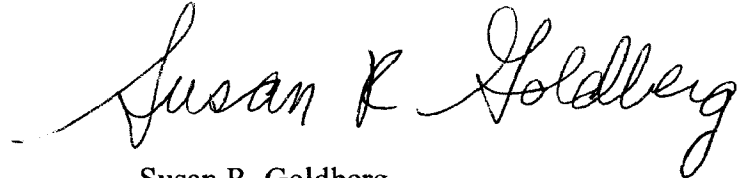
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Susan R. Goldberg  
Paralegal

Encl.

cc: Mr. Harris Diamond, Esq.

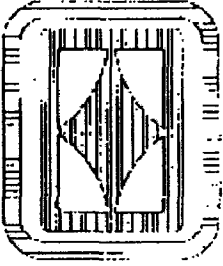
RECEIPT ACKNOWLEDGED:

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Title: \_\_\_\_\_




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