

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Paper Source, Inc.

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

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 31, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Charter One Bank, N.A.

Internal

Address: Suite 2900

Street Address: 71 South Wacker Drive

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other National Bank

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)

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

A. Trademark Application No.(s)

78/629,421; 78/632,931; 78/632,927; 78/628,426;
78/632,926; 78/632,924; 78/632,920; 78/344,973

B. Trademark Registration No.(s)

2,857,817; 2,857,818; 2,740,615

Additional sheet(s) attached? Yes No

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

NOTE: This is a response to 4/12/06 Notice of Non-Recordation of
Document ID No. 700257211

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

Name: Donna M. Shaw, Esq.

Internal Address: c/o Robbins, Salomon & Patt, Ltd.

Street Address: 25 East Washington Street

City: Chicago

State: Illinois Zip: 60602

Phone Number: (312) 782-9000

Fax Number: (312) 782-6690

Email Address: dshaw@rsplaw.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$290.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers SEE ATTACHED
Expiration Date CREDIT CARD
PAYMENT FORM

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature
Donna M. Shaw, Esq.

MAY 3, 2006

Date

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-6140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Guidelines for Completing Trademarks Cover Sheets (PTO-1504)

Cover sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. If the receiving party is an individual, check the "Other" box, place the word "Individual" in the following line, and enter the citizenship of the receiving individual. If the receiving party is a legal entity, designate the legal entity of the receiving party by checking the appropriate box. If the receiving party has more than one citizenship, then the citizenship of each partner should be specified on an additional sheet, and "See additional sheet" should be written on the line for citizenship. A corporation must set forth the state, if applicable, or country of incorporation. An association must set forth the state, if applicable, or country under which they are organized. If the receiving party is not domiciled in the United States, a designation of domestic representative is encouraged. Place a check mark in the appropriate box to indicate whether or not a designation of domestic representative is attached. Enter a check mark in the "No" box if no information is contained on an attached page.

Item 3. Nature of Conveyance/Exception Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, to minimize confusion over dates. In addition, place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. The "Other" box should be checked if the conveying/receiving party is conveying a previously filed document.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including serial code and serial number, and/or registration number(s) against which the document is to be recorded. The identification of the trademark should be provided for all properties to avoid recording against the wrong property. A filing date should be provided only when the application or registration number is unknown. Enter a check mark in the appropriate box "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recording. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and registration against which the document is recorded.

Item 8. Payment Information.

Enter either the last four digits of your credit card and expiration date or the deposit account number and authorized user name to authorize charges.

Item 9. Signatures.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1065. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other assigned documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the United States, a written authorization must be submitted. This collection is continued to take 30 minutes to complete, including gathering, preparing and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form under a separate fee reducing this burden, should be sent to the Manager of the Assignment Division, Central Gateway 4, Room 310, 1215 Jefferson Davis Highway, Arlington, VA 22202. DO NOT SEND FORMS OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Examination Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22303-1450.

TRADEMARK COLLATERAL AGREEMENT

This 31st day of March, 2006, Paper Source, Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 328 South Jefferson, Suite 310, Chicago, Illinois 60661, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Charter One Bank, N.A. with its mailing address at 71 South Wacker Drive, Suite 2900, Chicago, Illinois 60606, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Liabilities of Debtor to Secured Party as set out in that certain Loan Agreement bearing even date herewith between Debtor and Secured Party (the "*Loan Agreement*").

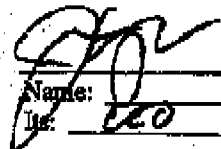
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Liabilities. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in that certain Security Agreement bearing even date herewith executed by Debtor in favor of Secured Party ("*Secured Party*").

A2657902.DOC

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PAPER SOURCE, INC.,
an Illinois corporation

By: 
Name: _____
Title: CEO

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
PAPER SOURCE	2,857,817	06-29-2004
PAPER SOURCE	2,857,818	06-29-2004
PAPER SOURCE	2,740,615	07-22-2003
PAPER SOURCE	PENDING APP. NO. 78/629,421	PENDING APP. DATE 05-13-2005
DO SOMETHING CREATIVE EVERYDAY	PENDING APP. NO. 78/632,931	PENDING APP. DATE 05-18-2005
DO SOMETHING CREATIVE EVERYDAY	PENDING APP. NO. 78/632,927	PENDING APP. DATE 05-19-2005
DO SOMETHING CREATIVE EVERYDAY	PENDING APP. NO. 78/628,426	PENDING APP. DATE 05-13-2005
WASP DESIGN-404077	PENDING APP. NO. 78/632,926	PENDING APP. DATE 05-19-2005
WASP DESIGN-437094	PENDING APP. NO. 78/632,924	PENDING APP. DATE 05-19-2005
WASP DESIGN-437096	PENDING APP. NO. 78/632,920	PENDING APP. DATE 05-19-2005
WASTE NOT PAPER	PENDING APP. NO. 78/344,973	PENDING APP. DATE 12-23-2003

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.

**EXHIBIT TO
UNITED STATES PATENT AND TRADEMARK OFFICE
CREDIT CARD PAYMENT FORM**

MARKS	REGISTRATION NO. / APPLICATION NO.	GRANTED
PAPER SOURCE	2,857,817	06-29-2004
PAPER SOURCE	2,857,818	06-29-2004
PAPER SOURCE	2,740,615	07-22-2003
PAPER SOURCE	PENDING APP. NO. 78/629,421	PENDING APP. DATE 05-13-2005
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WASTE NOT PAPER	PENDING APP. NO. 78/344,973	PENDING APP. DATE 12-23-2003