



D\$

06-09-2006

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

REC
T



103254955

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):

National Envelope Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: New York
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

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

Execution Date(s) 4/4/06

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: General Electric Capital Corporation, as Agent

Internal

Address: _____

Street Address: 299 Park Avenue, 3rd floor

City: New York

State: New York

Country: United States Zip: 10171

- ☐ 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)

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

A. Trademark Application No.(s)

78-726827; 78-617171; 78-623149; 78-628456

B. Trademark Registration No.(s)

None.

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: Tracey D. Bennett

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford

State: Connecticut Zip: 06901

Phone Number: 203-961-7535

Fax Number: 203-674-7735

Email Address: traceybennett@paulhastings.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- ☐ 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 User Name _____

9. Signature:

Tracey D. Bennett
Signature

6/1/06
Date

Tracey D. Bennett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 24

06/08/2006 00000082 78726827

01 FC:8521
02 FC:8522

Document 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
REEL: 003352 FRAME: 0245

Additional Receiving Party:

1. Williamhouse LLC
Limited Liability Company: New York

**AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of April 4, 2006, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit Agreement described below ("Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among NATIONAL ENVELOPE CORPORATION, a New York corporation, NATIONAL ENVELOPE CORPORATION — EAST, a New Jersey corporation, NATIONAL ENVELOPE — MIDWEST LLC, a Kansas limited liability company, NATIONAL ENVELOPE — WEST LLC, a California limited liability company, NATIONAL ENVELOPE — TEXAS LLC, a Texas limited liability company, NATIONAL ENVELOPE — GREAT LAKES LLC, an Illinois limited liability company, NATIONAL ENVELOPE - AECO LLC, a Delaware limited liability company, NATIONAL ENVELOPE - SPECIALTIES GROUP LLC, a Delaware limited liability company, NATIONAL ENVELOPE - HOUSTON LLC, a Delaware limited liability company, NATIONAL ENVELOPE - SHELBYVILLE EQUITY LLC, a Delaware limited liability company, NATIONAL ENVELOPE - EXTON EQUITY LLC, a Delaware limited liability company, NATIONAL ENVELOPE - NASHVILLE EQUITY LLC, a Delaware limited liability company, NATIONAL ENVELOPE - HOUSTON EQUITY LLC, a Delaware limited liability company, NATIONAL ENVELOPE - LEASING LLC, a Delaware limited liability company, WILLIAMHOUSE LLC, a New York limited liability company, WILLIAMHOUSE OF CALIFORNIA LLC, a California limited liability company, WILLIAMHOUSE OF COLORADO LLC, a Colorado limited liability company, WILLIAMHOUSE OF PENNSYLVANIA LLC, a Pennsylvania limited liability company, WILLIAMHOUSE OF TEXAS LLC, a Texas limited liability company and WILLIAMHOUSE OF WISCONSIN LLC, a Wisconsin limited liability company (each, a "Borrower" and collectively referred to herein as the "Borrowers"), NEC HOLDINGS CORP., a Delaware corporation ("Holdings"), the other Credit Parties signatory thereto, General Electric Capital Corporation, for itself, as a Lender, and as Agent for Lenders, and the other Lenders signatory thereto from time to time (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 and to continue the Loans and to incur Letter of Credit Obligations on behalf of the Borrowers and to amend and restate the Credit Agreement, dated as of October 31, 2003 (as amended, supplemented or otherwise modified prior to the date hereof, (the "Existing Credit Agreement"), by and among each Borrower named therein, the other credit parties signatory thereto, Agent and the lenders signatory thereto;

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to each of the Borrowers under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to

make and to continue the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure and to continue to secure all of the Obligations; and

WHEREAS, in furtherance of the foregoing, Grantors have agreed to amend and restate the Intellectual Property Security Agreement dated as of October 31, 2003 (as amended and in effect from time to time prior to the date hereof, the "Existing Intellectual Property Security Agreement"), by and among the grantors signatory thereto and Agent;

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, the parties hereto agree to amend and restate the Existing Intellectual Property Security Agreement as follows:

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

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien (as applicable) upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

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

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

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under

any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any assets licensed if the license is not prohibited under the terms of the Credit Agreement and the granting of a security interest therein is prohibited by or otherwise would materially breach the terms of such license (the property covered by such license being hereinafter referred to as "Excluded Assets"); provided, however, that (1) Grantor shall use its commercially reasonable best efforts to obtain any and all consents and/or waivers necessary for the granting of a security interest in each such Excluded Asset by Grantor to Agent, that is material to the operation of the Grantor's business or to the extent required by Agent and (2) Grantor shall not on and after the Closing Date enter into any additional licenses which contain any such prohibition, which are, either individually or in the aggregate, material to the operation of Grantor's business. The foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and Liens (as applicable) upon any Excluded Asset once any such applicable prohibition is no longer in effect.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that, as of the Closing Date, each Grantor owns or has rights to use all Intellectual Property necessary to continue to conduct its business as now or heretofore conducted by it or proposed to be conducted by it. Each Trademark and Copyright registered with or that is the subject of an application with the United States Patent and Trademark Office, or its foreign equivalents, or the United States Copyright Office or its foreign equivalents, as applicable, each Patent and each License is listed, together with application or registration numbers, as applicable, in Schedule I, Schedule II and Schedule III, respectively, hereto. Each Grantor, jointly and severally, represents and warrants that, except as set forth in Disclosure Schedule (3.15) to the Credit Agreement, all Patents, Trademarks and Copyrights which are necessary or material to the operations of such Grantor have been registered with the United States Patent and Trademark Office or its foreign equivalents or the United States Copyright Office or its foreign equivalents, as applicable. Each Grantor conducts its business and affairs without infringement of or interference with any Intellectual Property of any other Person in any material respect. Except as set forth in Disclosure Schedule (3.15) to the Credit Agreement, no Grantor is aware of any infringement claim by any other Person with respect to any Intellectual Property. This Intellectual Property Security Agreement is effective to create a valid and continuing security interest in and Lien on (as applicable) and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the

United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's security interest in and Lien on (as applicable) Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of such Grantor contained in the Security Agreement with respect to the Intellectual Property Collateral, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be

substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an “Additional Grantor”), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Grantors with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Intellectual Property Security Agreement or any other Loan Document, conflicts with any provision in the Credit Agreement, the provision in the Credit Agreement shall govern and control.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.


12. EFFECT OF AMENDMENT AND RESTATEMENT. From and after the date hereof (the “Effective Date”): (a) the terms and conditions of the Existing Intellectual Property Security Agreement shall be amended as set forth herein and, as so amended, shall be restated in their entirety, but only with respect to the rights, duties and obligations among Grantors and the Agent continuing or accruing from and after the Effective Date; (b) this Intellectual Property Security Agreement shall not in any way release or impair the rights, duties, obligations or Liens created pursuant to the Existing Intellectual Property Security Agreement (and such Liens shall continue without any diminution thereof and shall remain in full force and effect on and after the Effective Date) or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Effective Date, and all of such rights, duties, obligations and Liens are assumed, ratified and affirmed by each Grantor; (c) the

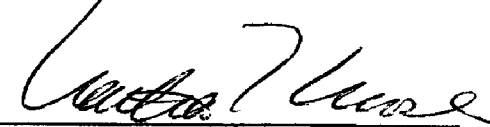
execution, delivery and effectiveness of this Intellectual Property Security Agreement shall not operate as a waiver of any right, power or remedy of the Lenders or the Agent under the Existing Intellectual Property Security Agreement, nor constitute a waiver of any covenant, agreement or obligation under the Existing Intellectual Property Security Agreement, except to the extent that any such covenant, agreement or obligation is no longer set forth herein or is modified hereby; and (d) any and all references to the Existing Intellectual Property Security Agreement in any Loan Document or Lender Swap Contract shall, without further action of the parties, be deemed a reference to the Existing Intellectual Property Security Agreement, as amended and restated by this Intellectual Property Security Agreement, and as this Intellectual Property Security Agreement shall be further amended, restated, supplemented or otherwise modified from time to time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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


**NATIONAL ENVELOPE CORPORATION
NATIONAL ENVELOPE CORPORATION -
EAST
NATIONAL ENVELOPE – MIDWEST LLC
NATIONAL ENVELOPE – WEST LLC
NATIONAL ENVELOPE – TEXAS LLC
NATIONAL ENVELOPE – GREAT LAKES
LLC
NATIONAL ENVELOPE – AECO LLC
NATIONAL ENVELOPE – SPECIALTIES GROUP
LLC
NATIONAL ENVELOPE – HOUSTON LLC
NATIONAL ENVELOPE – SHELBYVILLE EQUITY
LLC
NATIONAL ENVELOPE – EXTON EQUITY LLC
NATIONAL ENVELOPE – NASHVILLE EQUITY
LLC
NATIONAL ENVELOPE – HOUSTON EQUITY LLC
NATIONAL ENVELOPE – LEASING LLC
WILLIAMHOUSE LLC
WILLIAMHOUSE OF CALIFORNIA LLC
WILLIAMHOUSE OF COLORADO LLC
WILLIAMHOUSE OF PENNSYLVANIA LLC
WILLIAMHOUSE OF TEXAS LLC
WILLIAMHOUSE OF WISCONSIN LLC
NEW YORK ENVELOPE CORP.
NATIONAL ENVELOPE CORPORATION -
NORTH
NATIONAL ENVELOPE CORPORATION -
SOUTH
NATIONAL ENVELOPE CORPORATION -
CENTRAL
OLD COLONY ENVELOPE CORP.
ARISTOCRAT ENVELOPE CORPORATION**

By: 
Name: William Ungar
Title: Chairman

By: 
Name: Nathan F. Moser
Title: Chief Executive Officer

Acknowledged and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Philip F. Carlson
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF New York)
)
COUNTY OF Nassau) ss.

On this 4 day of April, 2006 before me personally appeared William Ungar and Nathan F. Moser, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of each of NATIONAL ENVELOPE CORPORATION, NATIONAL ENVELOPE CORPORATION- EAST, NEW YORK ENVELOPE CORP., NATIONAL ENVELOPE CORPORATION- NORTH, NATIONAL ENVELOPE CORPORATION- SOUTH, NATIONAL ENVELOPE CORPORATION- CENTRAL, OLD COLONY ENVELOPE CORP. and ARISTOCRAT ENVELOPE CORPORATION who being by me duly sworn did depose and say that they are authorized officers of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that they acknowledged said instrument to be the free act and deed of said corporations.

Lori J. Horsley
Notary Public

{seal}

LORI J. HORSLEY
NOTARY PUBLIC, State of New York
No. 01HO5077703
Qualified in New York County
Commission Expires July 15, 2006

ACKNOWLEDGMENT OF GRANTORS

STATE OF New York)
)
COUNTY OF Nassau) ss.

On this 4 day of April, 2006 before me personally appeared William Ungar and Nathan F. Moser, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of each of NATIONAL ENVELOPE- MIDWEST LLC, NATIONAL ENVELOPE- WEST LLC, NATIONAL ENVELOPE- TEXAS LLC, NATIONAL ENVELOPE- GREAT LAKES LLC, NATIONAL ENVELOPE- AECO LLC, and WILLIAMHOUSE LLC, who being by me duly sworn did depose and say that they are authorized officers of said limited liability companies, that the said instrument was signed on behalf of said limited liability companies as authorized by the Board of Directors of National Envelope Corporation, the sole member of the limited liability companies and that they acknowledged said instrument to be the free act and deed of said limited liability companies.

Lori J. Horsley
Notary Public

{seal}

LORI J. HORSLEY
NOTARY PUBLIC, State of New York
No. 01HO6077703
Qualified in New York County
Commission Expires July 15, 2008

ACKNOWLEDGMENT OF GRANTORS

STATE OF New York)
)
COUNTY OF Nassau) ss.

On this 4 day of April, 2006 before me personally appeared William Ungar and Nathan F. Moser, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of each of NATIONAL ENVELOPE-SPECIALTIES GROUP LLC, NATIONAL ENVELOPE-HOUSTON LLC, NATIONAL ENVELOPE-SHELBYVILLE EQUITY LLC, NATIONAL ENVELOPE-EXTON EQUITY LLC, NATIONAL ENVELOPE-NASHVILLE EQUITY LLC, NATIONAL ENVELOPE-HOUSTON EQUITY LLC and NATIONAL ENVELOPE-LEASING LLC, who being by me duly sworn did depose and say that they are authorized officers of said limited liability companies, that the said instrument was signed on behalf of said limited liability companies as authorized by the Board of Directors of National Envelope Corporation, the sole member of National Envelope – AECO LLC, which is in turn is the sole member of the limited liability companies and that they acknowledged said instrument to be the free act and deed of said limited liability companies.

Lori J. Horsley
Notary Public

{seal}

LORI J. HORSLEY
NOTARY PUBLIC, State of New York
No. 01HO6077703
Qualified in New York County
Commission Expires July 15, 2006

ACKNOWLEDGMENT OF GRANTORS

STATE OF New York)
)
COUNTY OF Nassau) ss.

On this 4 day of April, 2006 before me personally appeared William Ungar and Nathan F. Moser, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of each of WILLIAMHOUSE OF CALIFORNIA LLC, WILLIAMHOUSE OF COLORADO LLC, WILLIAMHOUSE OF PENNSYLVANIA LLC, WILLIAMHOUSE OF TEXAS LLC and WILLIAMHOUSE OF WISCONSIN LLC who being by me duly sworn did depose and say that they are authorized officers of such limited liability companies, that the said instrument was signed on behalf of said limited liability companies as authorized by the Board of Directors of National Envelope Corporation, the manager of Williamhouse LLC, which in turn is the sole member of the limited liability companies and that they acknowledged said instrument to be the free act and deed of said limited liability companies.

Lori J. Horsley
Notary Public

{seal}

LORI J. HORSLEY
NOTARY PUBLIC, State of New York
No. 01HO5077703
Qualified in New York County
Commission Expires July 15, 2008

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

| Grantor | Patent | Reg. No. | Date |
|---------|--------|----------|------|
| None | | | |

II. PATENT APPLICATIONS

| Grantor | Patent | Application No. | Date |
|---|--------------------------------|-----------------|-----------|
| National Envelope-Specialties Group LLC and National Envelope – Houston LLC | Side Seam Gumming Detection | 60/596,325 | 9/16/2005 |
| National Envelope-Specialties Group LLC and National Envelope – Houston LLC | Seal Gum Thickness Measurement | 60/596,326 | 9/16/2005 |

III. PATENT LICENSES

| Grantor | Name of Agreement | Date of Agreement | Parties |
|---------|-------------------|-------------------|---------|
| None | | | |

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

| Grantor | Mark | Country | Reg. No. | Date |
|-------------------------------|--|---------------|------------|------------|
| National Envelope Corporation | COLOR TECH | United States | 2,710,037 | 04/22/2003 |
| National Envelope Corporation | COLOR TECH | Canada | TMA592354 | 10/15/2003 |
| National Envelope Corporation | EARTH WOVE & Design | United States | 1,677,601 | 03/03/1992 |
| National Envelope Corporation | LOUISE | Canada | TMA602,957 | 02/23/2004 |
| National Envelope Corporation | MISC. DESIGN | United States | 1,276,514 | 05/01/1984 |
| National Envelope Corporation | MISC. DESIGN | United States | 1,274,284 | 04/17/1984 |
| National Envelope Corporation | NATIONAL | Canada | TMA607,172 | 04/07/2004 |
| National Envelope Corporation | NATIONAL ENVELOPE | Canada | TMA602,955 | 02/23/2004 |
| National Envelope Corporation | NATIONAL ENVELOPE & DESIGN | Mexico | 900560 | 02/23/2005 |
| National Envelope Corporation | NATIONAL ENVELOPE & DESIGN | Mexico | 900559 | 02/23/2005 |
| National Envelope Corporation | NOBILITY | United States | 1,764,467 | 04/13/1993 |
| National Envelope Corporation | NY & Design [New York Envelope Corp. Logo] | United States | 1,247,058 | 08/02/1983 |
| National Envelope Corporation | OLD COLONY | United States | 2,640,959 | 10/22/2002 |

| Grantor | Mark | Country | Reg. No. | Date |
|-------------------------------|--|--|------------|------------|
| National Envelope Corporation | PEEL & SEEL | Canada | TMA504141 | 11/16/1998 |
| National Envelope Corporation | PEEL & SEEL | European Community Trade Mark Office (CTM) | 528,208 | 03/30/1999 |
| National Envelope Corporation | PEEL & SEEL | United States | 924,722 | 11/30/1971 |
| National Envelope Corporation | PEEL & SEEL & DESIGN | United States | 2,758,428 | 09/02/2003 |
| National Envelope Corporation | PEEL & SEEL & DESIGN | Canada | TMA607,171 | 04/07/2004 |
| National Envelope Corporation | PEEL 'N SEAL ENVELOPES | Canada | TMA434320 | 10/07/1994 |
| National Envelope Corporation | PRINTMASTER | United States | 2,708,542 | 04/22/2003 |
| National Envelope Corporation | PRINTMASTER | Canada | TMA592030 | 10/09/2003 |
| National Envelope Corporation | SIMPLE SEAL | United States | 2,236,851 | 04/06/1999 |
| National Envelope Corporation | SIMPLE SEAL | Canada | TMA607,476 | 04/13/2004 |
| National Envelope Corporation | TAC-N-TAC & Design | United States | 1,196,195 | 05/25/1982 |
| National Envelope Corporation | TAC-N-TAC & Design | Canada | TMA592137 | 10/10/2003 |
| National Envelope Corporation | THE WILLIAMHOUSE & Design ¹ | Canada | TMA211140 | 01/06/1976 |
| National Envelope Corporation | WILLIAMHOUSE | Canada | TMA602,912 | 02/23/2004 |
| National Envelope Corporation | WILLIAMHOUSE & DESIGN (LOGO) | Canada | TMA600,878 | 01/29/2004 |

¹ Decision was made to allow registration to lapse; PTO may record it as expired any time after 7/10/06.

| Grantor | Mark | Country | Reg. No. | Date |
|---|---------------------------|----------------|-----------------|-------------|
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | AECO | United States | 1,827,460 | 03/22/1994 |
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | AECO & Design | United States | 1,015,270 | 07/08/1975 |
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | ATENCO & Design | United States | 1,173,158 | 10/13/1981 |
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | ATLANTIC ENVELOPE COMPANY | United States | 1,853,637 | 09/13/1994 |
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | BOXPAK | United States | 2,666,752 | 12/24/2002 |
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | BOXPAK & Design | United States | 2,669,457 | 12/31/2002 |
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | E-Z TRIEVE | United States | 1,156,345 | 06/02/1981 |
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | EASY WRAP | United States | 2,394,234 | 10/10/2000 |

| Grantor | Mark | Country | Reg. No. | Date |
|---|--------------------|---------------|-----------|------------|
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | EASY WRAP & Design | United States | 2,562,160 | 04/16/2002 |
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | FLEXOBLE | United States | 3,033,425 | 12/27/2005 |
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | FULL CIRCLE | United States | 2,482,966 | 08/28/2001 |
| National Envelope-Specialties Group LLC and National Envelope-Houston LLC | JUST ADD COLOR | United States | 2,842,711 | 05/18/2004 |

| Grantor | Mark | Reg. No. | Date |
|------------------|---------------------------------------|------------|------------|
| Williamhouse LLC | BRILLIANT BY WILLIAMHOUSE | TMA601,133 | 02/02/2004 |
| Williamhouse LLC | BRILLIANT HOLIDAY COLLECTION | TMA601,132 | 02/02/2004 |
| Williamhouse LLC | CANTERBURY ANNOUNCEMENTS ² | 1,926,438 | 10/10/1995 |
| Williamhouse LLC | COMBINE-VELOPE | 722,594 | 10/10/1961 |
| Williamhouse LLC | FLAKJACKET | 2,698,326 | 03/18/2003 |
| Williamhouse LLC | FLAKJACKET | TMA603,519 | 02/27/2004 |
| Williamhouse LLC | FLIP N' STIC | 2,033,108 | 01/21/1997 |
| Williamhouse LLC | KENTKRAFT | TMA597,700 | 12/16/2003 |
| Williamhouse LLC | KENTKRAFT | 2,615,255 | 09/03/2002 |
| Williamhouse LLC | KENTWOVE | 1,042,271 | 06/29/1976 |

² Decision was made to allow registration to lapse; PTO may record it as expired any time after 4/10/06.

| Grantor | Mark | Reg. No. | Date |
|------------------|-------------------------|------------|------------|
| Williamhouse LLC | KENTWOVE | TMA601,953 | 02/11/2004 |
| Williamhouse LLC | LUXOR ³ | 619,084 | 01/10/1956 |
| Williamhouse LLC | LUXOR | TMA602,876 | 02/20/2004 |
| Williamhouse LLC | ORDER-VELOPE | 427,247 | 02/04/1947 |
| Williamhouse LLC | PERFECT VISION | 1,356,577 | 08/27/1985 |
| Williamhouse LLC | PERFECT VISION | TMA602,807 | 02/20/2004 |
| Williamhouse LLC | PRESERVATION | 1,628,271 | 12/18/1990 |
| Williamhouse LLC | WOVE | | |
| Williamhouse LLC | PRESERVATION | TMA604,128 | 03/04/2004 |
| Williamhouse LLC | WOVE | | |
| Williamhouse LLC | PRINTS COLLECTION | 2,848,663 | 06/01/2004 |
| Williamhouse LLC | PRINTS COLLECTION | TMA607,810 | 04/16/2004 |
| Williamhouse LLC | RAWHIDE | 849,415 | 05/21/1968 |
| Williamhouse LLC | SECURMAIL | 623,070 | 03/13/1956 |
| Williamhouse LLC | (Stylized) ⁴ | | |
| Williamhouse LLC | TUFTTEAR ⁵ | 619,085 | 01/10/1956 |
| Williamhouse LLC | TX3 | 2,398,664 | 10/24/2000 |
| Williamhouse LLC | TX3 | TMA604,129 | 03/04/2004 |
| Williamhouse LLC | WILLIAMHOUSE | 528,364 | 03/30/1999 |
| Williamhouse LLC | WILLIAMHOUSE | | |
| Williamhouse LLC | WILLIAMHOUSE & | | |
| Williamhouse LLC | Design | | |
| Williamhouse LLC | WILLIAMHOUSE BY | | |
| Williamhouse LLC | NATIONAL | | |
| Williamhouse LLC | ENVELOPE | | |
| Williamhouse LLC | | 2,680,484 | 01/28/2003 |
| Williamhouse LLC | | 2,677,365 | 01/21/2003 |
| Williamhouse LLC | | 900561 | 09/23/2005 |

II. TRADEMARK APPLICATIONS

³ Decision was made to allow registration to lapse; PTO may record it as expired any time after 7/10/06.

⁴ Decision was made to allow registration to lapse; PTO may record it as expired any time after 09/13/06.

⁵ Decision was made to allow registration to lapse; PTO may record it as expired any time after 7/10/06.

25660820.1

| Grantor | Trademark | Country | Application No. | Date |
|-------------------------------|-------------------------------------|--|-----------------|------------|
| National Envelope Corporation | MISC. DESIGN [EAGLE IN FLIGHT LOGO] | United States | 78/726,827 | 10/5/2005 |
| National Envelope Corporation | MISC. DESIGN [EAGLE IN FLIGHT LOGO] | European Community Trade Mark Office (CTM) | 5024625 | 03/31/2006 |
| National Envelope Corporation | MISC. DESIGN [EAGLE IN FLIGHT LOGO] | Canada | 1,295,145 | 03/27/2006 |
| National Envelope Corporation | MISC. DESIGN [EAGLE IN FLIGHT LOGO] | Mexico | 775918 | 04/05/2006 |
| National Envelope Corporation | MISC. DESIGN [EAGLE IN FLIGHT LOGO] | Mexico | 775916 | 04/05/2006 |

| | | | | |
|-------------------------------|-----------------------------------|--|-------------|-------------|
| National Envelope Corporation | NATIONAL ENVELOPE & DESIGN | United States | 78-617, 171 | 04/26/2005 |
| National Envelope Corporation | NATIONAL ENVELOPE & DESIGN | Canada | 1,258,156 | 05/12/2005 |
| National Envelope Corporation | NATIONAL ENVELOPE & DESIGN | European Community Trade Mark Office (CTM) | 4,446,308 | 05/20/2005 |
| National Envelope Corporation | NATIONAL ENVELOPE CORPORATION | United States | 78-623,149 | 05/04/2005 |
| National Envelope Corporation | NATIONAL ENVELOPE CORPORATION | European Community Trade Mark Office (CTM) | 4,446,291 | 05./20/2005 |
| National Envelope Corporation | NATIONAL ENVELOPE CORPORATION | Mexico | 720,196 | 05/30/2005 |
| National Envelope Corporation | NATIONAL ENVELOPE CORPORATION | Mexico | 720,198 | 05/30/2005 |
| National Envelope Corporation | NOBILITY | Canada | 1,143,127 | 06/10/2002 |
| Williamhouse LLC | WILLIAMHOUSE BY NATIONAL ENVELOPE | Mexico | 718,374 | 05/19/2005 |
| Williamhouse LLC | WILLIAMHOUSE BY NATIONAL ENVELOPE | European Community Trade Mark Office (CTM) | 4,446,274 | 05/20/2005 |
| Williamhouse LLC | WILLIAMHOUSE BY NATIONAL ENVELOPE | Canada | 1,259,736 | 05/27/2005 |
| Williamhouse LLC | WILLIAMHOUSE BY NATIONAL ENVELOPE | United States | 78-628,456 | 05/12/2005 |

III. TRADEMARK LICENSES

| Grantor | Patent | Reg. No. | Date |
|---------|--------|----------|------|
| None | | | |

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

| Grantor | Copyright | Reg. No. | Date |
|--|----------------------|--------------|-----------|
| National Envelope – Specialties Group LLC and National Envelope – Houston LLC | Web 2 Plate Software | TXu1-250-974 | 6/10/2005 |

II. COPYRIGHT APPLICATIONS

| Grantor | Copyright | Application No. | Date |
|---------|-----------|-----------------|------|
| None | | | |

III. COPYRIGHT LICENSES

| Grantor | Name of Agreement | Date of Agreement | Parties |
|---------|-------------------|-------------------|---------|
| None | | | |