

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to release lien erroneously placed on 1 trademark as recorded at reel / frame no. 3119/0514

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Instant Web, Inc., United Mailing Inc. and Victory Envelope Inc.		02/03/2005	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, acting through its NY agency, as administrative agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1163191	F'OODLES

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (714) 540-1235
 Email: ipdocket@LW.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive, 20th Floor
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0237 RELEASE ERROR
NAME OF SUBMITTER:	Pamela Pascual
Signature:	/pamela pascual/

OP \$40.00 1163191

Date:

11/03/2006

Total Attachments: 9

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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.

1. Name of conveying party(ies):

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

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

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

3. Nature of conveyance:

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

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: Maureen P. Murphy, Legal Assistant

Internal Address: _____

Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41): _____ \$

- 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

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

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



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 3119/0514

Received: 02/14/2005

Recorded: 02/11/2005

Pages: 7

Conveyance: SECURITY INTEREST

Total properties: 5

- 1 ~~Serial #:~~ 73220014 ~~Mark:~~ FOODIES ~~Filing Dt:~~ 06/18/1979 ~~Reg #:~~ 1163191 ~~Reg. Dt:~~ 07/28/1981
(RECORDED AGAINST INWRRECT MARK)
- 2 Serial #: 73643230 Mark: ENVELETTTER Filing Dt: 02/06/1987 Reg #: 1461856 Reg. Dt: 10/20/1987
- 3 Serial #: 75112465 Mark: UNITED MAILING Filing Dt: 05/31/1996 Reg #: 2191741 Reg. Dt: 09/29/1998
- 4 Serial #: 78383452 Mark: IWCO DIRECT DIRECT MAIL LIKE NO ONE ELSE Filing Dt: 03/12/2004 Reg #: 2980993 Reg. Dt: 08/02/2005
- 5 Serial #: 78383473 Mark: DIRECT MAIL LIKE NO ONE ELSE Filing Dt: 03/12/2004 Reg #: 2965127 Reg. Dt: 07/05/2005

Assignors

- 1 INSTANT WEB, INC. Exec Dt: 02/03/2005 Entity Type: CORPORATION Citizenship: MINNESOTA
- 2 UNITED MAILING INC. Exec Dt: 02/03/2005 Entity Type: CORPORATION Citizenship: MINNESOTA
- 3 VICTORY ENVELOPE, INC. Exec Dt: 02/03/2005 Entity Type: CORPORATION Citizenship: MINNESOTA

Assignee

1 CANADIAN IMPERIAL BANK OF COMMERCE, ACTING THROUGH ITS NY AGENCY, AS ADMIN. AGT. **Entity Type:** UNKNOWN
300 MADISON AVE. **Citizenship:** NONE
NEW YORK, NEW YORK 10017

Correspondence name and address

LUIS RODRIGUEZ
CORPORATION SERVICES COMPANY
1133 AVENUE OF THE AMERICAS
SUITE 3100
NEW YORK, NY 10036

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.
Web interface last modified: July 26, 2006 v.1.10
Search Results as of: 11/03/2006 05:11 PM

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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]

FEB. 2. 2005 6:26PM IWCO/EXEC.OFFICE/CFO

NO.119 P.47

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
CEO WORLD MARKETS CORP, AS AGENT

[Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
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:

OWNER	APPLICATION NUMBER	TRADEMARK
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