

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
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:	2163191	VICTORY ENVELOPE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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 CORRECT TM LN		
NAME OF SUBMITTER:	Pamela Pascual		
Signature:	/pamela pascual/		
Date:	11/03/2006		

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**Total Attachments: 7**

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<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b>  Instant Web, Inc., United Mailing Inc. and...  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Minnesota _____  Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Canadian Imperial Bank of Commerce,</u> Internal Address: <u>acting through its NY agency, as</u>  Street Address: <u>Admin. Aqt., 300 Madison Ave.</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address( es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>02/03/2005</u>	<b>4. Application number(s) or registration number(s):</b>  A. Trademark Application No.(s) _____ <u>78/383,473 and 78/383,452</u>  B. Trademark Registration No.(s) _____ <u>2,163,191; 2,191,741; and 1,461,856</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Maureen P. Murphy, Legal Assistant</u>  Internal Address: _____ <u>Cahill Gordon &amp; Reindel LLP</u>  Street Address: <u>80 Pine Street</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u>	<b>6. Total number of applications and registrations involved:</b> ..... <span style="border: 1px solid black; padding: 2px;">5</span>  <b>7. Total fee (37 CFR 3.41).....\$</b> _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> _____	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Maureen P. Murphy</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>02/09/2005</u>            Date         </div> </div> <div style="text-align: right; margin-top: 5px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">7</span> </div>		

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

**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 6:28PM 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

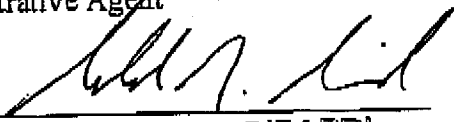
VICTORY ENVELOPE, INC.,

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  
CIBC 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