

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Victory Envelope, Inc.		11/03/2006	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CVC Capital Funding LLC, as Second Lien Agent		
<b>Street Address:</b>	399 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10043		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2163191	VICTORY ENVELOPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(714) 540-1235		
<b>Email:</b>	ipdocket@LW.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	031935-0237 VE 2ND LIEN		
<b>NAME OF SUBMITTER:</b>	Pamela Pascual		
<b>Signature:</b>	/pamela pascual/		
<b>Date:</b>	11/03/2006		

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**Total Attachments: 5**

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent (as defined in the Intercreditor Agreement, described below) pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November 3, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among Instant Web, Inc., IWCO Direct Inc., Bear Stearns Corporate Lending Inc., as First Lien Agent and CVC Capital Funding LLC, as Second Lien Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

**Trademark Security Agreement**, dated as of November 3, 2006 by Victory Envelope, Inc. (the "Pledgor"), in favor of CVC CAPITAL FUNDING, LLC, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is 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 Pledgor hereby agrees with the Administrative Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Security Agreement or in the "Credit Agreement" to which reference is made, and as defined in, the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien and security interest (in each case prior and superior in right to the Lien of any other Person except to the extent of the Liens granted for the benefit of the "Secured Parties" as defined in and under, and subject to the terms of, the First Lien Credit Agreement) on, 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 Pledgor hereby acknowledges and affirms 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 Pledgor an instrument in writing in recordable form releasing the collateral pledge, lien and security interest in the Trademarks under this Trademark Security Agreement.

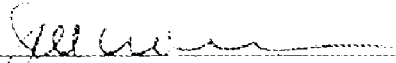
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

In WITNESS WHEREOF, the 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,

VICTORY ENVELOPE, INC.

By:   
Name:  
Title:

Accepted and Agreed:

CVC CAPITAL FUNDING, L.L.C.  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT -- VICTORY ENVELOPE, INC.}

In WITNESS WHEREOF, the 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,

VICTORY ENVELOPE, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

EVC CAPITAL FUNDING, LLC,  
as Administrative Agent

By:   
Name:  
Title: **RICHARD E. MAYBERRY**  
Managing Director  
CSC Advisor LLC

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - VICTORY ENVELOPE, INC.]

SCHEDULE I  
to  
SECOND LIEN TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Victory Envelope, Inc.	2,163,191	VICTORY ENVELOPE

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
N/A	N/A	N/A