

Form **PTO-1594** (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

103356216

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

RECURDATION FOR TRADEMAN			
To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.		
Name of conveying party(ies): National Envelope Corporation	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? ✓ No		
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) :	g Date if Application or Registration Number is unknown):		
Execution Date(s) 12/28/06 ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other			
A. Trademark Application No.(s) 78-974,533 77-016,044 78-974,569 C. Identification or Description of Trademark(s) (and Filing BIODEGRADABLE WINDOW FILM & Design (78-974,533) COMPOSTABLE & Design (77-016,044) PRINTED WITH SOY INK & Design (78-974,569)			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Peter Buscemi. Esquire			
Internal Address: Paul, Hastings, Janofsky & Walker LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00 Authorized to be charged by credit card		
Street Address: Park Avenue Tower, 75 East 55th Street	Authorized to be charged to deposit account Enclosed		
City: New York	8. Payment Information:		
State: NY Zip: 10022	a. Credit Card Last 4 Numbers		
Phone Number: 212-318-6410 Fax Number: Email Address: peterbuscemi@paulbaetings.com	b. Deposit Account Number Authorized User Name		
9. Signature: 1/05/2007 DBYRNE 00000003 78974533 Signature			
1 FC:8521 40.00Pater Buscemi. Esquire 50.00 affic of Person Signing	Total number of pages including cover sheet, attachments, and document:		

Documents to be 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

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

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.
- 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 <u>Schedule I</u> hereto;
- (ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on <u>Schedule II</u> 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 LEGAL_US_E # 72687928

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.

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- 4. <u>COVENANTS</u>. 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. <u>SECURITY AGREEMENT</u>. 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. <u>REINSTATEMENT</u>. 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. <u>ADDITIONAL GRANTORS</u>. 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 "<u>Additional Grantor</u>"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of <u>Exhibit A</u> 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

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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. <u>TERMINATION OF THIS SECURITY AGREEMENT</u>. Subject to <u>Section 6</u> hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.
- 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. <u>ADVICE OF COUNSEL</u>. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.
- EFFECT OF AMENDMENT AND RESTATEMENT. From and after 12. 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.

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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 - CHINO LLC NATIONAL ENVELOPE – GRAND PRAIRIE LLC NATIONAL ENVELOPE – LENEXA LLC NATIONAL ENVELOPE – ELK GROVE VILLAGE 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 EOUITY LLC NATIONAL ENVELOPE – HOUSTON EQUITY LLC NATIONAL ENVELOPE – LEASING LLC NEC HOLDINGS CORP. NATIONAL ENVELOPE – WH LLC NATIONAL ENVELOPE – SCOTTDALE LLC NATIONAL ENVELOPE – APPLETON LLC NATIONAL ENVELOPE - AURORA LLC NATIONAL ENVELOPE - CORSICANA LLC NATIONAL ENVELOPE – CITY OF INDUSTRY LLC NEW YORK ENVELOPE CORP. NATIONAL ENVELOPE CORPORATION - NORTH NATIONAL ENVELOPE CORPORATION – SOUTH NATIONAL ENVELOPE CORPORATION – CENTRAL OLD COLONY ENVELOPE CORP.

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ARISTOCRAT ENVELOPE CORPORATION

Name: William Ungar

Title: Chairman

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By: Name: Nathan F. Moser

Title: Chief Executive Officer

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Acknowledged and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

ACKNOWLEDGMENT OF GRANTORS

STATE OF New Youl1)
COUNTY OF NGSSOU)
ss.

On this day of December, 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.

Notary Public

{seal}

LORRAINE MICHELS
Notary Public, State of New York
No. 52-4830738
Qualified in Suffolk County
Commission Expires

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STATE OF New ion K)
COUNTY OF Nassaw

SERVICE SERVICE

On this Aday of December, 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- LENEXA LLC, NATIONAL ENVELOPE- CHINO LLC, NATIONAL ENVELOPE- GRAND PRAIRIE LLC, NATIONAL ENVELOPE- ELK GROVE VILLAGE LLC, NATIONAL ENVELOPE- AECO LLC, and NATIONAL ENVELOPE - WH 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, and/or manager of the limited liability companies and that they acknowledged said instrument to be the free act and deed of said limited liability companies.

Notary Public

{seal}

LORRAINE MICHELS
Notary Public, State of New York
No. 52-4830738
Qualified in Suffolk County

Commission Expires

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ACKNOWLEDGMENT OF GRANTORS

SS. COUNTY OF _ Massau)

On this day of December, 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.

{seal}

LORRAINE MICHELS

Notary Public, State of New York No. 52-4830738

Qualified in Suffolk County

Commission Expires

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ACKNOWLEDGMENT OF GRANTORS

SS. COUNTY OF Nassay

On this 20 day of December, 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 - CITY OF INDUSTRY LLC, NATIONAL ENVELOPE - AURORA LLC, NATIONAL ENVELOPE -SCOTTDALE LLC, NATIONAL ENVELOPE - CORSICANA LLC and NATIONAL ENVELOPE - APPLETON 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 National Envelope - WH 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.

{seal}

LORBAINE MICHELS Notary Public, State of Liew York No. 52-4330738

Qualified in Suffolk Gounty
Commission Expires 2/28

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ACKNOWLEDGMENT OF GRANTOR

STATE OF New YORK) COUNTY OF MASSAU

SS.

day of December, 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 NEC HOLDINGS CORP., who being by me duly sworn did depose and say that they are authorized officers of such corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that they acknowledged said instrument to be the free act and deed of said corporation.

{seal}

LORRAINE MICHELS Notary Public, State of New York
No. 52-4830738
Qualified in Suffolk County
Commission Expires

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SCHEDULE I to INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS _;

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	r	Patent	Reg. No.	Date
	None			

PATENT APPLICATIONS II.

Date	1/27/2006	1/27/2006	9/15/2006	12/20/2006
Application No.	11/341,980	11/341,734	11/522,017 (based on Provisional Application No. 60/596,325 filed 9/16/2005)	Utility application filed 12/20/2006, application number not yet assigned, (not based on provisional Application No. 60/596,326)
Patent	Paper Envelope Having An Integrated Magnetic Recording Medium	Paper Having Discrete Regions of Ferromagnetic Material and Process of Making the Same	Envelope Gum Detection	Seal Gum Thickness Measurement
Grantor	National Envelope Corporation	National Envelope Corporation	National Envelope Corporation	National Envelope Corporation

PATENT LICENSES III.

Parties	
Date of Agreement	
Name of Agreement	
Grantor	None

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SCHEDULE II to INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Country	Reg. No.	Date
National Envelope Corporation	BRILLIANT BY WILLIAMHOUSE	Canada	TMA601,133	02/02/2004
National Envelope Corporation	COLOR TECH	United States	2,710,037	04/22/2003
National Envelope Corporation	COLOR TECH	Canada	TMA592,354	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	MISC. DESIGN [Eagle in flight Logo]	Mexico	936211	05/29/2006
National Envelope Corporation	MISC. DESIGN [Eagle in flight Logo	Mexico	940657	06/28/2006
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	095006	09/23/2005
National Envelope Corporation	NATIONAL ENVELOPE & DESIGN	Mexico	900559	09/23/2005

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Grantor	Mark	Country	Reg. No.	Date
National Envelope Corporation	NATIONAL ENVELOPE & DESIGN	Canada	TMA676,651	11/08/2006
National Envelope Corporation	NATIONAL ENVELOPE & DESIGN	European Community Trade Mark Office (CTM)	4,446,308	06/30/2006
National Envelope Corporation	NATIONAL ENVELOPE CORPORATION	European Community Trade Mark Office (CTM)	4,446,291	06/20/2006
National Envelope Corporation	NATIONAL ENVELOPE CORPORATION	Mexico	922,747	02/28/2006
National Envelope Corporation	NATIONAL ENVELOPE CORPORATION	Mexico	922,748	02/28/2006
National Envelope Corporation	NOBILITY	United States	1,764,467	04/13/1993
National Envelope Corporation	NOBILITY	Canada	TMA664,697	05/19/2006
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
National Envelope Corporation	PEEL & SEEL	Canada	TMA504,141	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

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Grantor	Mark	Country	Reg. No.	Date
National Envelope Corporation	PEEL & SEEL & DESIGN	Canada	TMA607,171	04/07/2004
National Envelope Corporation	PEEL 'N SEAL ENVELOPES	Canada	TMA434,320	10/07/1994
National Envelope Corporation	PRINTMASTER	United States	2,708,542	04/22/2003
National Envelope Corporation	PRINTMASTER	Canada	TMA592,030	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	TMA592,137	10/10/2003
National Envelope Corporation	WILLIAMHOUSE	Canada	TMA602,912	02/23/2004
National Envelope Corporation	WILLIAMHOUSE & DESIGN [Logo]	Canada	TMA600,878	01/29/2004
National Envelope Corporation	WILLIAMHOUSE BY NATIONAL ENVELOPE	Mexico	900561	09/23/2005
National Envelope Corporation	WILLIAMHOUSE BY NATIONAL ENVELOPE	Mexico	939015	06/20/2006
National Envelope Corporation	WILLIAMHOUSE BY NATIONAL ENVELOPE	European Community Trade Mark Office (CTM)	4,446,274	07/25/2006
National Envelope- Specialties Group LLC and National Envelope- Houston LLC	AECO	United States	1,827,460	03/22/1994

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Grantor	Mark	Country	Reg. No.	Date
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
National Envelope- Specialties Group LLC and National Envelope- Houston LLC	EASY WRAP & Design	United States	2,562,160	04/16/2002

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Grantor	Mark	Country	Reg. No.	Date
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
National Envelope - WH LLC	BRILLIANT HOLIDAY COLLECTION	Canada	TMA601,132	02/02/2004
National Envelope - WH LLC	COMBINE-VELOPE	United States	722,594	10/10/1961
National Envelope - WH LLC	FLAKJACKET	United States	2,698,326	03/18/2003
National Envelope - WH LLC	FLAKJACKET	Canada	TMA603,519	02/27/2004
National Envelope - WH LLC	FLIP N' STIC	United States	2,033,108	01/21/1997
National Envelope - WH LLC	KENTKRAFT	Canada	TMA597,700	12/16/2003
National Envelope - WH LLC	KENTKRAFT	United States	2,615,255	09/03/2002
National Envelope - WH LLC	KENTWOVE	United States	1,042,271	06/29/1976
National Envelope - WH LLC	KENTWOVE	Canada	TMA601,953	02/11/2004
National Envelope - WH LLC	LUXOR	Canada	TMA602,876	02/20/2004
National Envelope - WH LLC	ORDER-VELOPE	United States	427,247	02/04/1947

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Grantor	Mark	Country	Reg. No.	Date
National Envelope - WH LLC	PERFECT VISION	United States	1,356,577	08/27/1985
National Envelope - WH LLC	PERFECT VISION	Canada	TMA602,807	02/20/2004
National Envelope - WH LLC	PRESERVATION WOVE	United States	1,628,271	12/18/1990
National Envelope - WH LLC	PRESERVATION WOVE	Canada	TMA604,128	03/04/2004
National Envelope - WH LLC	PRINTS COLLECTION	United States	2,848,663	06/01/2004
National Envelope - WH LLC	PRINTS COLLECTION	Canada	TMA607,810	04/16/2004
National Envelope - WH LLC	RAWHIDE	United States	849,415	05/21/1968
National Envelope - WH LLC	SECUROMAIL (Stylized) ¹	United States	623,070	03/13/1956
National Envelope - WH LLC	TX3	United States	2,398,664	10/24/2000
National Envelope - WH LLC	TX3	Canada	TMA604,129	03/04/2004
National Envelope - WH LLC	WILLIAMHOUSE	European Community Trade Mark Office (CTM)	528,364	03/30/1999
National Envelope - WH LLC	WILLIAMHOUSE	United States	2,680,484	01/28/2003
National Envelope - WH LLC	WILLIAMHOUSE & Design	United States	2,677,365	01/21/2003

 1 Decision was made to allow registration to lapse; PTO may record it as expired any time after 09/13/06. 25727650.5

TRADEMARK APPLICATIONS

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Grantor	Trademark	Country	Application No.	Date
National Envelope Corporation	BIODEGRADABLE WINDOW FILM & DESIGN	United States	78-974,533	09/14/2006
National Envelope Corporation	COMPOSTABLE & DESIGN	United States	77-016,044	10/06/2006
National Envelope Corporation	MISC. DESIGN [Eagle in flight Logo]	United States	78-726,827	10/5/2005
National Envelope	MISC. DESIGN [Eagle in	European	5024625	03/31/2006
Corporation	flight Logo]	Community Trade Mark Office (CTM)		
National Envelope Corporation	MISC. DESIGN [Eagle in flight Logo]	Canada	1,295,145	03/27/2006
National Envelope Corporation	NATIONAL ENVELOPE & DESIGN	United States	78-617, 171	04/26/2005
National Envelope Corporation	NATIONAL ENVELOPE CORPORATION	United States	78-623,149	05/04/2005
National Envelope Corporation	PRINTED WITH SOY INK & DESIGN	United States	78-974,569	09/14/2006
National Envelope – WH LLC	WILLIAMHOUSE BY NATIONAL ENVELOPE	Canada	1,259,736	05/27/2005
National Envelope Corporation	WILLIAMHOUSE BY NATIONAL ENVELOPE	United States	78-628,456	05/12/2005
National Envelope – WH LLC	WILLIAMHOUSE BY NATIONAL ENVELOPE	Canada	1,259,736	05/27/2005

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III. TRADEMARK LICENSES

None

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Grantor Pat	Patent	Reg. No.	Date

25727650.5

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TRADEMARK
RECORDED: 01/03/2007 REEL: 003458 FRAME: 0867