

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mail-Well I Corporation | | 08/08/2002 | CORPORATION: |

| | |
|-----------------------------|-----------------------------------|
| RECEIVING PARTY DATA | |
| Name: | International Filing Company, LLC |
| Street Address: | 5370 Highway 42 |
| City: | Hattiesburg |
| State/Country: | MISSISSIPPI |
| Postal Code: | 39401 |
| Entity Type: | LIMITED LIABILITY COMPANY: |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 1500484 | CARRYPAC |
| Registration Number: | 1065283 | KYREX |
| Registration Number: | 851053 | REDWELD |
| Registration Number: | 1065285 | TOPSIDE TAB |
| Registration Number: | 1500485 | ULTRAPAC |
| Registration Number: | 1495791 | TUFTABS |
| Registration Number: | 758450 | BARKLEY |
| Registration Number: | 2766791 | INTERNATIONAL FILING COMPANY |
| Registration Number: | 2851877 | IFC |

| | |
|--|---------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (713)652-5152 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 713-308-0176 |
| Email: | melissa.labauve@arlaw.com |

CH \$240.00 1500484

Correspondent Name: Melissa LaBauve
Address Line 1: 1221 McKinney Street
Address Line 2: Suite 4400
Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:

14602-1

NAME OF SUBMITTER:

Melissa LaBauve

Signature:

/melissalabauve/

Date:

01/23/2007

Total Attachments: 9

source=IFCdoc#page1.tif
source=IFCdoc#page2.tif
source=IFCdoc#page3.tif
source=IFCdoc#page4.tif
source=IFCdoc#page5.tif
source=IFCdoc#page6.tif
source=IFCdoc#page7.tif
source=IFCdoc#page8.tif
source=IFCdoc#page9.tif

NO AGREEMENT, ORAL OR WRITTEN, REGARDING OR RELATING TO ANY OF THE MATTERS COVERED BY THIS DRAFT HAS BEEN ENTERED INTO BETWEEN THE PARTIES.

ASSET PURCHASE AGREEMENT

DATED AUGUST 8, 2002

AMONG

INTERNATIONAL FILING COMPANY, LLC

as Purchaser

AND

IFC FILING, LLC

as Parent of Purchaser

AND

MAIL-WELL I CORPORATION

as Seller

"Indemnitee" means the party or parties seeking indemnification hereunder.

"Indemnitor" means the party or parties against whom indemnification hereunder is sought.

"Indemnitor Representative" means Seller in the case of an Indemnification Claim asserted by any of Purchaser Indemnitees, and Purchaser in the case of an Indemnification Claim asserted by any of Seller Indemnitees.

"Intangibles" has the meaning set forth in Section 2.1(k).

"Intellectual Property" has the meaning set forth in Section 2.1(g).

"Intercompany Accounts" means (a) Liabilities of the Division to Seller or its Related Parties; and (b) Liabilities of Seller or its Related Parties to the Division; in either case arising prior to Closing, and excluding in either case Liabilities arising in the ordinary course of business for goods shipped prior to Closing but not yet received as of Closing and for which payment has not been made prior to Closing.

"Interim Benefit Plan" has the meaning set forth in the Section 5.11(d).

"Inventory" has the meaning set forth in the Section 2.1(a).

"IRS" means the Internal Revenue Service of the United States.

"Knowledge" and the phrases "to the knowledge of," "to Seller's knowledge," "Seller has not been notified" and other similar phrases used in Article 4 refer to the actual knowledge of the executive officers and other responsible persons of the Seller who are listed on the attached **Schedule 1.1(b)**.

"Labor Claims" has the meaning set forth in Section 4.16.

"Law" means any code, law (including, without limitation, common law), ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a Person or its assets, Liabilities, or business, including, without limitation, those promulgated, interpreted or enforced by any Governmental Authority, in each case as amended or in effect prior to or on the Closing Date.

"Leased Real Property" means the Real Property subject to Real Property Leases.

"Liabilities" means obligations of any nature, whether absolute, accrued, contingent or otherwise, whether due or to become due and whether or not required to be reflected or reserved against on a balance sheet under GAAP.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien, claim, option, easement, deed of trust, right-of-way, encroachment, restriction on transfer (such as a right of first refusal or other similar rights), defect of title or charge of any kind, whether voluntary or involuntary, including any conditional sale or other title retention agreement, any lease in the

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Benefit Plan" means any Employee Benefit Plan maintained by any of the Seller or its ERISA Affiliates for the benefit of one or more of the Subject Employees.

"Seller Indemnitees" means Seller and its agents, representatives, employees, officers, directors, shareholders and affiliates.

"Seller's FTPE Calculation" has the meaning set forth in Section 2.9(b)(ii).

"Seller's STPE Calculation" has the meaning set forth in Section 2.9(c)(ii).

"Seller's Working Capital Calculation" has the meaning set forth in Section 2.3(b).

"Senior Financing Commitments" has the meaning set forth in Section 3.6.

"STPE Deficit" has the meaning set forth in Section 2.9(c)(iii).

"STPE Determination Date" means the date on which the Final Second Test Period EBITDA is finally determined in accordance with Section 2.9(c)(ii).

"STPE Determination Materials" has the meaning set forth in Section 2.9(c)(ii).

"STPE Objection" has the meaning set forth in Section 2.9(c)(ii).

"STPE Released Amount" means the product of (i) three (3), times (ii) the STPE Deficit; provided, that, in the event that the foregoing product is greater than the amount of Escrowed Funds as of the STPE Determination Date, the STPE Released Amount shall equal the amount of the Escrowed Funds as of the STPE Determination Date.

"STPE Threshold" means \$2,047,000.

"Subject Employees" means, without duplication, the Filenet Employees and the Potential Transferred Employees.

"Subordinated Financing Commitment" has the meaning set forth in Section 3.6.

"Surveys" has the meaning set forth in Section 5.14(c).

"Target Assets" has the meaning set forth in Section 2.1 of this Agreement.

"Target Facilities" means (a) the facilities of Seller exclusively related to the Division located in Anaheim, California (Century Index) and Long Island City, New York (Kruysman); and (b) those portions of the Seller's facilities located in Waukegan, Illinois (IEC), Exton, Pennsylvania (IEC) and Hattiesburg, Mississippi (Barkley), as identified in the Transition Services Agreement used by Seller in its operation of the Division.

"Tax" means any federal, state, county, local, franchise, or foreign income, payroll, employment, excise, environmental, customs, franchise, windfall profits, withholding, social

(c) Contracts. All right, title and interest in and to the contracts, agreements and other commitments relating to the Division, as identified on **Schedule 2.1(c)**, and any security or similar deposits relating to those commitments (the "Contracts");

(d) Real Property Leases. The real property leases listed on **Schedule 2.1(d)** and any security or similar deposits relating to those leases (the "Real Property Leases"), including the Leased Real Property;

(e) Owned Real Property. That portion of the land and building owned by Seller and constituting Seller's Waukegan, Illinois facility, located at 3725 Hawthorn Court, Gurnee, Illinois 60031 ("Waukegan Facility"), and Seller's Hattiesburg, Mississippi facility, located at 5370 Highway 42, Hattiesburg, Mississippi 39401 (the "Owned Real Property," and together with the real property leased under the Real Property Leases, being the "Real Property").

(f) Personal Property Leases. All leases for all leased personal property used in the operation of the Division, as listed on **Schedule 2.1(f)**, and any security or similar deposits relating to those leases (the "Personal Property Leases");

(g) Intellectual Property. All registered and unregistered domestic and foreign patents, patent applications, inventions (whether patentable or unpatentable and whether or not reduced to practice, including all inventions upon which patent applications have not yet been filed), service marks, trade names, trademarks, trademark registrations and applications, logos, copyrighted works, copyright registrations and applications, trade secrets, formulae, technology, research and development information, computer models, pricing and cost information, plans, proposals, data, financial, business and marketing plans, internet domain names, designs, processes, software, in source (if applicable) and object code and all enhancements, modifications and derivative works thereto, databases, software applications, inventions, know-how and other intellectual property rights, including all reissues, divisions, renewals, extensions, provisionals, confirmations and confirmations-in-part relating to any and all of the foregoing, currently owned, possessed or used under license from third parties by Seller exclusively in connection with the Target Assets or the operation of the Division, all as listed on **Schedule 2.1(g)** (the "Intellectual Property");

(h) Records. Except for records listed on **Schedule 2.1(h)**, all records, customer and supplier lists, payroll and personnel records, product information, product drawings, production documentation, material specifications, equipment lists, formulae, specifications, plans, reports, data, notes, correspondence, historical purchasing and sales information, hazardous waste disposal records, quality control records, marketing promotional and production material, files, instruction or maintenance manuals for Equipment, research and development documents, and other records and documents relating to the Division or the Target Assets in Seller's possession, power or control, including Seller's books of account, ledgers, and other financial records specifically relating to the Division (the "Records");

(i) Permits and Licenses. All permits, certificates, licenses, orders, franchises, authorizations and approvals relating to or maintained as part of the operations of the

Schedule 2.1(g)
Intellectual Property

Registered Trademarks

| Trademark | Date of Filing | Date of Registration | Registration Number |
|------------------------------|----------------|----------------------|---------------------|
| Carrypac | 12/4/87 | 8/16/88 | 1,500,484 |
| Kyrex | 8/17/76 | 5/10/77 | 1,065,283 |
| Redweld | 6/21/67 | 6/18/68 | 851,053 |
| Topside Tab | 8/18/76 | 5/10/77 | 1,065,285 |
| Ultrapac | 12/4/87 | 8/16/88 | 1,500,485 |
| Tuftabs | 12/4/87 | 7/12/88 | 1,495,791 |
| Barkley | 10/29/62 | 10/15/63 | 758,450 |
| IBBCO | 4/29/02 | Pending | pending |
| International Filing Company | 6/7/02 | Pending | pending |
| IFC | 6/7/02 | Pending | pending |

Registered Copyrights

| Owner | Name of Copyright | Registration No. | Registration Date |
|---|-------------------------------|------------------|-------------------|
| Murray Envelope Corporation (actually listed as Barkley Corporation, division of Murray Envelope Corporation) | Barkley filing system product | TX2031873 | 1-2-87 |
| Murray Envelope Corporation (actually listed as Barkley Corporation, division of Murray Envelope Corporation) | Barkley color code systems | TX2031105 | 2-3-87 |
| Murray Envelope Corporation (actually listed as Barkley Corporation, division of Murray Envelope Corporation) | Color code systems by Barkley | TX952492 | 8-4-82 |
| Murray Envelope Corporation (actually listed as Barkley Corporation, division of Murray Envelope Corporation) | Barkley price list | TX2100419 | 2-2-1987 |
| Murray Envelope Corporation (actually listed as Barkley Corporation, division of Murray Envelope Corporation) | Barkley catalog | TX1997513 | 2-2-1987 |

"d/b/a" trade names of Mail-Well I Corporation:

"Barkley"

"Century Index"

"Kruysman"

Licenses

License to Reproduce Copyrighted Material dated January 18, 1995, between the American College of Radiology and Mail-Well I Corporation (as successor)

Software Licenses

| CLIENT SOFTWARE | Filenet Users | SERVER SOFTWARE | Filenet Users |
|-----------------------------------|----------------------|--|----------------------|
| Tiny Term V 3.3 | 34 | Symantec AntiVirus Enterprise Ed 8.0 | 78 |
| Visio | 5 | Citrix Server Xpe - 60 user Licenses | 40 |
| Adobe Acrobat v4.0 | 5 | MS Windows TSE Cals for Citrix | 40 |
| DCA Commander Licenses (HighJump) | 16 | MS W2K Svr Cals | 102 |
| DCA Tracker Licenses | 22 | MS SQL Server v 6.5 | 1 |
| Adobe Acrobat V4.0 Mac | 1 | DCA Base System (HighJump) | 1 |
| Adobe Publishing | 1 | Zebra Bar-One Platinum v4.0 Label Sftw | 5 |
| Stuffit Deluxe V5.5 Mac | 1 | MS Win NT Server 4.0 OS | 4 |
| Adobe Illstror Ugg V9.0 Mac | 1 | Veritas | 13 |
| Adobe Photoshop 6.0 | 1 | Merant | 1 |
| Quark Express 4.1 Mac | 1 | Tricerat Screwdriver | 1 |
| Norton AVirus v5.0 Mac | 1 | Symantec Firewall (Axent) | 50 |
| Office98 For Mac | 1 | | |
| Adobe Type Mgr V4-5 | 1 | | |
| Upg Adobe Type Mgr v4.5 | 1 | | |
| Quark Express V4.0 Mac | 1 | | |
| Adobe Publishing Coll | 1 | | |
| MS Project 98 | 4 | | |
| MS Office '97 | 86 | | |
| MS Office XP Pro | 16 | | |
| MS Win NT Workstation 4.0 OS | 71 | | |
| Exchange Client (194 users)& | 61 | | |
| Sql Server Clients | 39 | | |

Schedule 4.4
Ownership of Target Assets

1. All of Seller's material assets, including the Target Assets, are subject to a security interest pursuant to the BofA Security Agreement, which security interest, as to the Target Assets only, shall be released as of the Closing.
2. Certain of the Target Assets identified on Schedule 2.1(f) are subject to the personal property leases listed on Schedule 2.1(f).
3. The Leased Real Property listed on Schedule 2.1(d) is subject to real property leases.
4. The Owned Real Property is subject to the encumbrances set forth in the commitments for the Title Insurance Policies attached hereto.
5. 6 Ricoh copiers located in Exton, Pennsylvania, are subject to a UCC-1 filed by Copelco Capital, Inc.
6. Equipment located in Anaheim, California, is subject to a UCC-1 filed by Pitney-Bowes Credit Corporation.
7. U.S. Trust claims a security interest in Seller's trademark for Tuftabs.

**Schedule 4.10
Infringement Claims**

FileNET Corporation, a provider of enterprise Web Content Management and eBusiness applications, has notified Seller of its claim that Seller's use of FILENET constitutes an infringement of FileNET Corporation's registered FILENET® trademark.

Schedule 5.5
Consents

1. License to Reproduce Copyrighted Material dated January 18, 1995 between American College of Radiology and Mail-Well I Corporation (as successor).
2. Equipment Lease dated April 7, 1997, between Mail-Well I Corporation (d/b/a Murray Envelope Corporation) and First Continental Leasing – Heidelberg 2/C Quickmaster – also subject to Agreement to Sell and Buy dated April 7, 1997.
3. Master Lease Agreement dated November 18, 2001, between Mail-Well I Corporation d/b/a International Envelope Company) and Citicorp Vendor Finance, Inc. – Drexl SLT30 Forklift.
4. Lease, between Grove Construction, Inc. and Mailwell, relating to 70,020 sq. ft. building at 1177 N. Grove Street, Anaheim, California.
5. Lease, between Grove Construction, Inc. and Mailwell, relating to 10,800 sq. ft. building at 1179 N. Grove Street, Anaheim, California.
6. Lease, between Swingstell, LLC and Mailwell, relating to 89,550 sq. ft. premises at 32-00 Skillman, Long Island City, New York.
7. Software licenses for: (i) DCA Base System (HighJump) - one (1) license; (ii) DCA Commander Licenses (HighJump) - thirteen (13) licenses; and (iii) DCA Tracker licenses – twenty-two (22) licenses.