



103361154 SHEET  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Americomm Holdings, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 1/4/07

- Assignment
- Security Agreement
- Other by Declaration
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BSC Acquisition Sub, LLC

Internal

Address: Suite E5240

Street Address: 1155 Hammond Drive

City: Atlanta

State: Georgia

Country: USA Zip: 30328

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Georgia
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

708413; 871325; 1029360; 1034307; 1236220;

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Stephen J. Stark

Internal Address: Miller & Martin PLLC

Suite 1000 Volunteer Building

Street Address: 832 Georgia Avenue

City: Chattanooga

State: Tennessee Zip: 37402-2289

Phone Number: 423.756.6600

Fax Number: 423.785.8480

Email Address: sstark@millermartin.com

**6. Total number of applications and registrations involved:**

12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 13-3403

Authorized User Name \_\_\_\_\_

**9. Signature:**

DBYRNE 00000006 708413 Signature \_\_\_\_\_

January 8, 2007  
Date

Stephen J. Stark  
Name 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

Additional Sheet of Trademark Registrations:

- 1199534
- 1212397
- 1268597
- 1267911
- 1229783
- 1325768
- 1325769

02-20-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101615680

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

10-5-01

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other
  - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/20/2001 DBYRNE 00000047 1325769

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 275.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 003472 FRAME: 0537

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

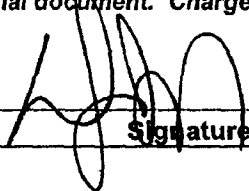
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Douglas T. Johnson  
Name of Person Signing

  
Signature

1/31/01  
Date Signed

January 5, 2007

Mail Stop Assignments  
Commissioner for Trademarks  
P. O. Box 1451  
Alexandria, Virginia 22313-1451

**DECLARATION OF STEPHEN J. STARK**

STATE OF TENNESSEE    )  
  )  
COUNTY OF HAMILTON    )

1. My name is Stephen J. Stark, an attorney representing BSC Acquisition Sub, LLC.
2. As reflected by Exhibit A, Americomm Holdings, Inc. and Americomm Direct Marketing Inc. were involved in a jointly administered bankruptcy proceeding before the Bankruptcy Court of the District of Delaware, Chapter 11 Case Nos. 00-1596 (MFW) – 00-1604 (MFW).
3. Judge Mary F. Walrath ordered the sale of certain assets from Debtors (which included both Americomm Holdings, Inc. and Americomm Direct Marketing Inc., as evidenced by Exhibit B) to BSC Acquisition Sub, LLC. This sale included the trademarks recorded by way of assignment from Americomm Direct Marketing Inc. to BSC Acquisition Sub, LLC at Reel 2237, Frame 0650 (Exhibit C). Although title at that time appears to have been held by Americomm Holdings, Inc., the order by the judge transfers those assets to BSC Acquisition Sub, LLC from all Debtors as the bankruptcy judge had the power and authority to do at that time.

4. I have attempted to contact officers at Americomm Holdings, Inc., to have a simple assignment provided to them executed through their Agent of Record in Delaware and received no response which is believed to be in contempt of the Judge's Order.

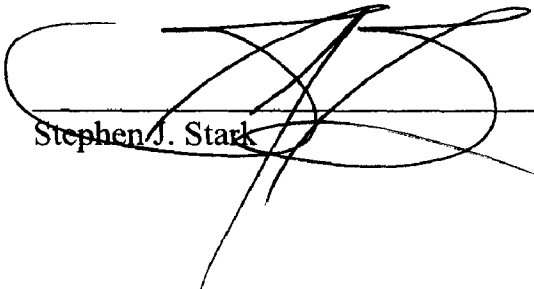
5. Accordingly, title to the affected trademarks is proper in BSC Acquisition Sub, LLC, with the Judge ordering the transfer.

Further Declarant saith not.

**DECLARATION**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 10 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he is properly authorized to execute this document on behalf of the Registrant and all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

Date: JANUARY 9, 2006

  
Stephen J. Stark

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

\_\_\_\_\_ X  
In re : Chapter 11 Case Nos.  
: :  
: : 00-1596 (MFW) through  
DIMAC HOLDINGS, INC., et al., : 00-1604 (MFW)  
: :  
: : (Jointly Administered)  
Debtors. :  
: :  
\_\_\_\_\_ X

**NOTICE OF ENTRY OF ORDER CONFIRMING THE  
DEBTORS' SECOND AMENDED JOINT CHAPTER 11 PLAN AND OCCURRENCE OF THE  
EFFECTIVE DATE UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**PLEASE TAKE NOTICE:**

1. On December 19, 2000, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an Order Confirming the Debtors' Second Amended Joint Chapter 11 Plan Under Chapter 11 of the Bankruptcy Code (the "Confirmation Order"). The Confirmation Order confirms the Debtors' Second Amended Joint Chapter 11 Plan Under Chapter 11 of the Bankruptcy Code (the "Plan") proposed by DIMAC Holdings, Inc., DIMAC Corporation, DIMAC Marketing Corporation, DIMAC Direct, Inc., Palm Coast Data, Inc., DMW Worldwide, Inc., MBS/Multimode Inc., AmeriComm Holdings, Inc., and AmeriComm Direct Marketing, Inc. (collectively, the "Debtors" or "DIMAC"). The Confirmation Order (including the Plan attached as Exhibit A thereto) is on file with the Bankruptcy Court and may be reviewed during regular Bankruptcy Court hours. Unless otherwise defined in this notice, capitalized terms used in this notice shall have the meanings ascribed to them in the Plan and the Confirmation Order.

2. Except as otherwise provided in the Confirmation Order or the Plan, as of the Effective Date of the Plan, (a) the provisions of the Plan are binding upon the Debtors, any entity acquiring property under the Plan, and any creditor or equity interest holder of the Debtors, whether or not the claim or equity interest of such creditor or equity interest holder is impaired under the Plan and whether or not such creditor or equity interest holder has accepted the Plan, (b) the commencement or continuation of any action, employment of process, or act to collect, recover, or offset by any holder of a claim against or equity interest in the Debtors is permanently enjoined, (c) all the property of the Debtors' estates is vested in the Reorganized Debtor, free and clear of all liens, claims, encumbrances, and interests, and (d) the Debtors are discharged from all debts and claims that arose before the date and time of entry of the Confirmation Order.

3. As of the Effective Date of the Plan, the DIMAC Holdings Senior Subordinated Notes, DIMAC Corp. Senior Subordinated Notes and any guaranties related thereto and all stock of the Debtors will be canceled. Additionally, under the Plan, no distributions of property will be made with respect to general unsecured claims.

4. Following the occurrence of the Effective Date, the Debtors shall file with the Bankruptcy Court a notice of occurrence of the Effective Date identifying the date on which the Effective Date occurred.

NY2:99613001\LCM@011.DOC\1568.0003

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

----- X  
In re : Chapter 11 Case Nos.  
: :  
: : 00-1596 (MFW) through  
DIMAC HOLDINGS, INC., et al., : 00-1604 (MFW)  
: :  
: : (Jointly Administered)  
Debtors. :  
: :  
----- X

**ORDER PURSUANT TO SECTIONS 363 AND 365 AND  
1146(c) OF THE BANKRUPTCY CODE (a) AUTHORIZING THE SALE OF  
CERTAIN ASSETS OF THE DEBTORS KNOWN AS DOUBLE ENVELOPE  
AND CONVERTAGRAPHS FREE AND CLEAR OF ALL LIENS, CLAIMS  
AND ENCUMBRANCES PURSUANT TO AN ASSET PURCHASE  
AGREEMENT AND (b) APPROVING THE ASSET PURCHASE AGREEMENT**

Upon the motion dated November 21, 2000 (the "Sale Motion"), of the above-captioned chapter 11 debtors-in-possession (collectively, the "Debtors" or "DIMAC"), for entry of an order (a) approving that certain Asset Purchase Agreement as amended in this order as to the Buyer and the form of the asset purchase agreement by and between AmeriComm Direct Marketing, Inc. ("ADMI") and BSC Acquisition Sub, LLC dated January 9, 2001 attached as Exhibit "A" hereto (the "Agreement"), (b) approving bidding procedures, (c) authorizing payment of a break-up fee, (d) setting a date and time for hearing on proposed sales of the Purchased Assets<sup>1</sup> resulting from the bidding process, pursuant to sections 363 and 365 of title 11, United States Code (the "Bankruptcy Code"), and (e) authorizing and directing the Debtors to reduce Bank debt with the net sale proceeds, as such transaction is more fully described in the Sale Motion and the Agreement; and it appearing that the Court has jurisdiction over this matter; and a

<sup>1</sup> Capitalized terms not otherwise defined herein have the meanings assigned to them in the Sale Motion and the Agreement.

1067733v2

CERTIFIED:

AS A TRUE COPY:

ATTEST: 1/17/01

DAVID D. BIRD, CLERK  
U.S. BANKRUPTCY COURT

BY: *William Lewis*  
Deputy Clerk



hearing having been held on December 12, 2000 (the "Bidding Procedures Hearing"); and this Court having entered an order dated December 12, 2000 (the "Bidding Procedures Order"), establishing various bidding procedures and guidelines, including the approval of the Bidding Procedures and the Auction and Hearing Notice and setting January 10, 2001 as the hearing date for the sale of the Purchased Assets (the "Sale Hearing"); and due notice of the Sale Motion, the Bidding Procedures Hearing, the Auction and the Sale Hearing having been provided in accordance with the Bidding Procedures Order to: the Office of the United States Trustee for the District of Delaware, all of the Debtors' creditors and equity interest holders of record, counsel to the Banks, counsel for the statutory creditors' committee, (the "Committee"), counsel to the Buyer, all parties who have or who have asserted liens or other interests in the Purchased Assets, all parties who have made written expressions of interest in acquiring the Purchased Assets within six (6) months prior hereto, and all parties to executory contracts or unexpired leases to be assumed and assigned as part of the Contemplated Transaction, all parties that have filed a notice of appearance in these chapter 11 cases pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure; and the notice of the Auction having been published in the Wall Street Journal seven (7) days before the Auction in accordance with the Bidding Procedures Order; and an Auction having been held on January 8, 2001; and it appearing that the Debtors exercised their business judgment to determine that BSC Acquisition Sub, LLC <sup>or its subsidiaries</sup> (the "Buyer") made the highest and best offer for the Purchased Assets; and the Court having determined that the Agreement was entered into following arm's-length, good faith negotiations; and it appearing that the Buyer has no affiliation with the Debtors and has no agreement with any other prospective

actual buyer regarding the proposed sale of the Purchased Assets; and it appearing that the Buyer is proceeding in good faith based upon the Sale Motion, the Agreement, and all the proceedings before the Court; and it appearing the relief requested in the Sale Motion is in the best interest of the Debtors' estates; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that this Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1334, this matter is a core proceeding pursuant to 28 U.S.C. §§ 157 (b) (2) (A), (N), and (O), and venue is proper before this Court pursuant to 28 U.S.C. § 1409; and it is further

ORDERED that the notice given of the relief granted herein as described above constitutes appropriate and adequate notice under the circumstances of these cases and no other further notice of such relief is necessary; and it is further

ORDERED that pursuant to section 363(b) of the Bankruptcy Code, the Agreement and the transactions contemplated therein are hereby approved in all respects; and it is further

ORDERED that the Debtors, including ADMI, are authorized to enter into, and to perform their obligations under, the Agreement and to take such actions as are necessary to effectuate the terms of the Agreement, including but not limited to, executing such other ancillary agreements and documents and taking such further actions as necessary or desirable to effectuate the Agreement; and it is further

ORDERED and found that the Agreement was negotiated, proposed and entered into by ADMI and the Buyer in good faith, from arm's-length negotiation positions, in the Debtors' sound business judgment, and in the best interest of the Debtors' estates; and it is further

ORDERED that Buyer is a "good faith purchaser" entitled to the protection afforded by section 363(m) of the Bankruptcy Code in the event of a reversal or modification on appeal of this Order, and it is further

ORDERED that pursuant to section 363(f) of the Bankruptcy Code, the Purchased Assets shall be sold and transferred free and clear of all liens, claims, encumbrances, or liabilities of any entity thereon, provided, however, that any asserted liens, claims, encumbrances or liabilities as of the date of closing shall be transferred to and shall attach to the net sale proceeds of the sale with the same force and effect and asserted priority as such liens, claims, encumbrances or liabilities had against the Purchased Assets subject to the rights, claims, defenses, if any, of the Debtors and all interested parties with respect to such liens, claims, encumbrances or liabilities; and it is further

ORDERED that the transfer of the Purchased Assets by ADMI to the Buyer, pursuant to the Agreement, is and will be a legal, valid, and effective transfer of those Purchased Assets; and it is further

ORDERED that pursuant to sections 105(a) and 1146(c) of the Bankruptcy Code, the transfer of the Purchased Assets shall be exempt from any transfer, stamp, recording or other similar tax or taxes or fees or other similar costs that would otherwise be due and owing in respect thereof and all filing and recording officers are hereby authorized to accept for filing or recording, and to file or record immediately upon presentation thereof, any instruments of transfer with respect to the Purchased Assets without payment of any such fees, taxes or costs; and it is further

ORDERED that the Buyer is not acquiring or assuming any liabilities of the Debtors or any other person except as expressly provided for by the Agreement; and it is further

ORDERED that, except as provided in the Agreement from and after the Closing, Buyer shall not be deemed to be liable as a successor in interest to the Debtors by reason of any theory of law or equity, nor shall they have any successor or transferee liability of any kind or character for any claims, liabilities, damages or causes of action with regard to the Purchased Assets which arise from or are related or are attributable to the period prior to the Closing; and it is further

ORDERED that, pursuant to section 365 of the Bankruptcy Code, the Court approves Debtors' assumption and assignment to the Buyer of the Assumed Contracts and Real Property Leases designated by Sections 2.1 and 2.3 of the Agreement; and it is further

ORDERED that Buyer shall assume and pay when due and discharge such liabilities under the Assumed Contracts designated by Sections 2.1 and 2.3 of the Agreement; and it is further

ORDERED that the Debtors shall be obligated to pay all Cure Amounts, in connection with the assumption and assignment of the Assumed Contracts and Real Property Leases, and Buyer shall have no obligation or liability for such Cure Amounts, and thereafter Debtors shall have no further liability under such Assumed Contracts and Real Property Leases, pursuant to Bankruptcy Code Section 365(k); and it is further

ORDERED that the Agreement and the transactions and instruments contemplated hereby shall be specifically performable and enforceable against and binding upon, and not subject to

rejection or avoidance by, ADMI or any chapter 7 or chapter 11 trustee of any Seller and its estate; and it is further

ORDERED that this Order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets conveyed; and it is further

ORDERED that this Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to the Agreement; or the breach hereof, as provided in section 10.10 of the Agreement; and it is further

ORDERED that the terms and provisions of the Agreement and this Order shall be binding in all respects upon the Debtors, their estates, their creditors and shareholders, affected third parties and their respective successors and assigns, and upon any trustee subsequently appointed for the Debtors under the Bankruptcy Code; and it is further

ORDERED that no Claim may be asserted against the Purchased Assets or against the Buyer and that every person that filed a proof of claim in the Debtors' chapter 11 cases or that received notice of any opportunity to do so is enjoined from commencing any action or proceeding or asserting a Claim against the Buyer as successor or otherwise with respect to any

claims, liabilities, obligations or interests of or arising out of or related to the Debtors not specifically assumed under the Agreement; and it is further

ORDERED that the Purchase Price for the Purchased Assets represents the fair market value for the Purchased Assets and that the Purchase Price is adequate therefor; and it is further

ORDERED that the Debtors are authorized and directed to pay all expenses for negotiating and implementing and closing the Agreement and ancillary documents, including the sale transaction fee of Gruppo Levey and Company, or in the case of professional fees and other unbilled amounts, to segregate from the sale proceeds funds therefor subject to whatever liens the vendors or professionals may have; and it is further

ORDERED that the Debtors are authorized and directed pursuant to Bankruptcy Code sections 363(b) and 549(a)(2)(B), after complying with the preceding decretal paragraph, to use the net sale proceeds to reduce Bank debt; and it is further

ORDERED that the terms of this Order shall be binding on the Debtors, their creditors, and all other parties in interest, and any successors of the Debtors, including any trustee or examiner appointed in these cases or any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code; and it is further

ORDERED that this is a final and appealable order; to the extent necessary under Bankruptcy Rule 9014, the Court expressly finds that there is no just reason for delay in the implementaion of this Order, and expressly directs entry of judgment as set forth herein, and directs that the provision of Bankruptcy Rule 6004(g) and 6006(d) are hereby waived and Bankruptcy Rule 7062 does not apply.

Dated: Wilmington, Delaware  
January 10, 2001

  
HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

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C.C. Year f OSR 1/14/01

TOTAL P.09

TRADEMARK  
REEL: 003472 FRAME: 0549





## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of January 19, 2001, by and between AmeriComm Direct Marketing, Inc., a Delaware corporation (the "Assignor"), and BSC Acquisition Sub, LLC, a Georgia limited liability company (the "Assignee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of January 9, 2000, pursuant to which Seller has agreed to sell, assign and transfer to Buyer, and Buyer has agreed to purchase, acquire and assume from Seller, all right, title and interest of Seller in and to all Assets and Assumed Liabilities; and

WHEREAS, Assignor is the owner of the trademarks, trademark applications, and trademark registrations listed on the Schedule attached hereto (the "Trademarks"), and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, convey and transfer unto Assignee or its designees, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, such Trademarks.

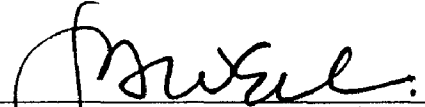
This Assignment is in accordance with and subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are incorporated herein by reference. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

Assignor agrees that it shall execute all further documents reasonably necessary to perfect Assignee's title to the Trademarks.

[signature page follows]

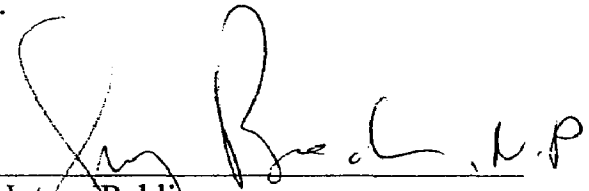
IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed as of the date and year first written above.

AMERICOMM DIRECT MARKETING, INC.

By:   
Name: JOHN D. WEIL  
Title: CFO

STATE OF New York  
COUNTY OF New York ss.:

On this 18th day of January, 2001, before me came John Weil, to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the same.

  
Notary Public

GEORGIA BEACH  
NOTARY PUBLIC, State of New York  
No. 31-4907366  
Qualified in New York County  
Commission Expires Sept. 28, 2001

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ROTAGRAPHICS	1,325,769	03/19/85
DISCVELOPE	1,229,783	03/08/83
PRESS-N-RE-SEAL	1,267,911	02/21/84
PRESS-N-SEAL	1,268,597	02/28/84
PHOTOCRAFT	1,212,397	10/12/82
DOUBLE ENVELOPE	1,236,220	05/03/83
PHOTOCRAFT	1,034,307	02/24/76
DE & Design	1,029,360	01/06/76
KANGAROO PAK & Design	871,325	06/17/69
SLIP-N-NAME & Design	708,413	12/13/60
R & Design	1,325,768	03/19/85
Design	1,199,534	06/29/82
CONVERTAGRAPHICS	1,115,647	03/27/79 EXPIRED
FIBERSTOCK		
DIVERSIFIED ASSEMBLY		
KEYSTONE ENVELOPE		
BANK COMPLETE		
FLIPSLIP		

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