

Form PTO-1594 (Rev. 07/05)
 OMB Collection 0651-0027 (exp. 6/30/2008)

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

**RECORDATION FORM COVER 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):

Paper Source, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Illinois
 Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 14, 2007

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses or citizenship attached? Yes No

Name: Charter One Bank, N.A.

Internal Address: Suite 2900

Street Address: 71 South Wacker Drive

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship United States
 Other National Bank 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) 3,085,437

Additional sheet(s) attached? Yes No

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

Do Something Creative Every Day

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

Name: Donna M. Shaw, Esq.

Internal Address: Robbins Salomon & Patt, Ltd.

Street Address: 25 East Washington Street
Suite 1000

City: Chicago

State: Illinois Zip: 60602

Phone Number: (312) 782-9000

Fax Number: (312) 782-6690

Email Address: dshaw@rsp.law.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers SEE ATTACHED
 Expiration Date Credit Card
 Payment Form _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Donna M. Shaw, Esq.
 Signature

4/23/2007
 Date

Donna M. Shaw, Esq.
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK

REEL: 003527 FRAME: 0744

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OP \$40.00 3085437

SERVICE MARK COLLATERAL AGREEMENT

This 14th day of February, 2007, Paper Source, Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 328 South Jefferson, Suite 310, Chicago, Illinois 60661, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Charter One Bank, N.A. with its mailing address at 71 South Wacker Drive, Suite 2900, Chicago, Illinois 60606, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each service mark, service mark registration and service mark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such service mark, service mark registration and service mark application; and

(ii) Each service mark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such service mark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any service mark or service mark registration listed on Schedule A-1 hereto or of any service mark licensed under a service mark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such service mark, service mark registration or service mark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Liabilities of Debtor to Secured Party as set out in that certain Loan Agreement dated March 31, 2006 between Debtor and Secured Party (as amended by that certain First Amendment to Loan Documents dated this date between Debtor and Secured Party, the "*Loan Agreement*").

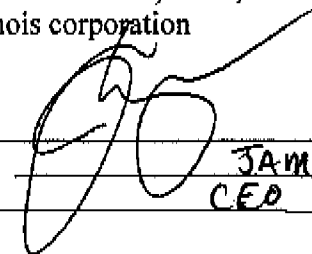
Notwithstanding anything herein to the contrary, this Service Mark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Service Mark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Service Mark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Liabilities. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

service marks, service mark registrations, service mark applications and service mark licenses made and granted hereby are more fully set forth in that certain Security Agreement dated March 31, 2006 executed by Debtor in favor of Secured Party.

IN WITNESS WHEREOF, Debtor has caused this Service Mark Collateral Agreement to be duly executed as of the date and year last above written.

PAPER SOURCE, INC.,
an Illinois corporation

By: 
Name: JAMES YORK
Its: CEO

**SCHEDULE A-1
TO SERVICE MARK COLLATERAL AGREEMENT**

**REGISTERED SERVICE MARKS
AND SERVICE MARK APPLICATIONS
FEDERAL SERVICE MARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
DO SOMETHING CREATIVE EVERY DAY	REG. NO. 3085437	04-25-2006
	APP. NO. 78/629,426	APP. DATE 05-13-2005

**SCHEDULE A-2
TO SERVICE MARK COLLATERAL AGREEMENT**

SERVICE MARK LICENSES

None.