

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

8 0034 - 302 (1)

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):

Business Forms Group, Inc.

- Individual(s)
- General Partnership
- Corporation- State: MI
- 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) April 11, 2008

- Assignment
- Security Agreement
- Other Second Amended & Restated Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital Internal Corporation, as agent

Address:

Street Address: 401 Merritt Seven

City: Norwalk

State: CT

Country: US Zip: 06856

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- 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)

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- 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 232428  
Authorized User Name Laura Konrath

9. Signature:

Laura Konrath  
Signature

4/17/08  
Date

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

CH \$65.00 232428 1236286

Continuation  
Item 4

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS**

1  
2

Spectra Kode  
DB

Registration Number

1236286

1701772

**TRADE NAMES AND SERVICE MARKS**

Softwalls

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**SECOND AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of April 11, 2008 (this "Trademark Security Agreement"), by BUSINESS FORMS GROUP, INC., a Michigan corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 7, 1999 by and among Grantor, the other Borrower party thereto, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make certain Loans for the benefit of Grantor and the Borrowers;

WHEREAS, Grantor previously executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of December 7, 1999 among the Borrowers, Grantor and Agent and that certain Trademark Security Agreement dated as of December 7, 1999 between Grantor and Agent;

WHEREAS, Grantor previously executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of December 21, 2001 among the Borrowers, Grantor and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Amended and Restated Security Agreement") and that certain Amended and Restated Trademark Security Agreement dated as of December 21, 2001 between Grantor and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Amended and Restated Trademark Security Agreement");

WHEREAS, Grantor previously reaffirmed the Amended and Restated Security Agreement and the Amended and Restated Trademark Security Agreement in connection with the execution and delivery to Agent, for itself and the ratable benefit of Lenders, of that certain Second Amended and Restated Credit Agreement dated as of April 24, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified);

WHEREAS, Grantor, the Borrowers, Agent and Lenders concurrently are entering into that certain Third Amended and Restated Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, as a condition to Agent and Lenders entering into the Credit Agreement, and pursuant to the Amended and Restated Security Agreement, Grantor has agreed to amend and restate the Amended and Restated Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Amended and Restated Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BUSINESS FORMS GROUP, INC.

By: [Signature]  
Name: ARNOLD RIGGS  
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

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

*[Forms Second Amended and Restated Trademark Security Agreement]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BUSINESS FORMS GROUP, INC.

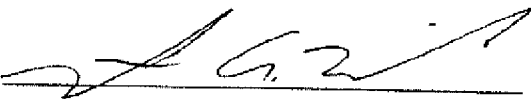
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:  \_\_\_\_\_

Name: Robert A. Miller \_\_\_\_\_

Title: Duly Authorized Signatory \_\_\_\_\_

*[Forms Second Amended and Restated Trademark Security Agreement]*

**TRADEMARK**

**REEL: 003763 FRAME: 0440**

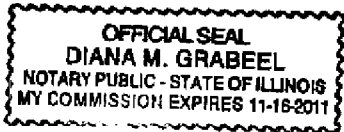
**ACKNOWLEDGMENT OF GRANTOR**

STATE OF ILLINOIS            )  
  )  
  )  
COUNTY OF ~~COOK~~ <sup>Rock Island</sup>            )            ss.

On this 11 day of April, 2008 before me personally appeared Ernest Rigan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Business Forms Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

{seal}



*[Forms Second Amended and Restated Trademark Security Agreement]*

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

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	<u>Registration Number</u>
Spectra Kode	1236286
DB	1701772

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