

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W.B. Mason Co., Inc.		08/22/2008	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	RBS Business Capital, a division of RBS Asset Finance, Inc., as Agent
Street Address:	53 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Division: NEW YORK

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2957444	BLIZZARD BLINDING WHITE COPY PAPER WHO BUT W.B.MASON FOR OFFICE SUPPLIES, PRINTING & FURNITURE
Serial Number:	77530063	CIRCUS COLORED PAPERS
Serial Number:	77530059	ABRACADABRA
Serial Number:	77530055	FLAGSHIP PREMIUM COPY PAPER
Serial Number:	77530051	PAPERAZZI
Serial Number:	77530045	COPY PAPER PRICE FIGHTER SINCE 1898 84
Serial Number:	77530031	S.B.C. SMART BUSINESS CHOICE
Serial Number:	77529990	W.B. MASON'S SUPER STAR
Serial Number:	77528801	WHO BUT W.B. MASON MYPAPER
Serial Number:	77528586	MYFACE PAPER
Serial Number:	77529414	MYCOPY PAPER
Serial Number:	77529310	MYIMAGE PAPER

OP \$540.00 2957444

Serial Number:	77529711	BIG SHOT
Serial Number:	77529605	TOPCAT
Serial Number:	77528964	CELEBRITY MESH EXECUTIVE CHAIR
Serial Number:	77528915	HIGH ROLLER
Serial Number:	77528952	THE WHO BUT W.B. MASON ALL-IN
Serial Number:	77529833	TASKMASTER
Serial Number:	77528904	SHOWOFF
Serial Number:	77528941	W.B. MASON'S SUPERSEATS
Serial Number:	77529893	WORKING CLASS HERO

CORRESPONDENCE DATA

Fax Number: (617)951-8736

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-951-8132

Email: linda.salera@bingham.com

Correspondent Name: Linda A. Salera

Address Line 1: 1 Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/LASalera/
Date:	08/27/2008

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 22, 2008, is entered into by and between W.B. MASON CO., INC., a Massachusetts corporation (the "Grantor"), and RBS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc., as agent (the "Agent") for itself and the other lenders (the "Lenders") from time to time party to the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 25, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor, Agent and Lenders, the Lenders have agreed to make Loans and to incur LC Obligations for the benefit of the Grantor;

WHEREAS, in order to induce the Agent and the Lenders to make Loans and to incur LC Obligations upon the terms and subject to the conditions contained in the Loan Agreement, the Grantor has granted to the Agent, for the benefit of the Lenders, continuing security interests in and Liens upon all Intellectual Property (as defined below) of the Grantor;

WHEREAS, upon the terms contained in the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent, for the benefit of the Lenders, this Agreement;

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

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement, and the following terms shall have the following respective meanings:

(a) "Intellectual Property" shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Mark, Patent, and Copyright;

(v) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, (B) injury to any goodwill associated with any Mark, (C) infringement of any Patent, (D) injury to any goodwill associated with any Patent, (E) infringement of any Copyright, or (F) injury to any goodwill associated with any Copyright.

(b) “Copyrights” shall mean any United States copyrights or copyrightable works (whether or not registered, statutory or common law) to which any Grantor now or from time to time hereafter has title, including all reissues, renewals or extensions thereof, as well as any registrations of any copyrights in the United States Copyright Office or applications for United States copyright registrations now or from time to time hereafter made with the United States Copyright Office by any Grantor, and all rights provided by international treaties or conventions with respect to any of the foregoing.

(c) “Marks” shall mean any trademarks and service marks now held or hereafter acquired by any Grantor which are registered in the United States Patent and Trademark Office or in any other similar office or agency of the United States or any state thereof or any political subdivision thereof and any application for such trademarks and service marks, as well as any unregistered marks used by any Grantor in the United States and trade dress, including logos, proprietary icons, designs, trade names, trade styles, company names, corporate names, business names, fictitious business names and other business or source identifiers in connection with which any of such registered or unregistered marks are used in the United States, and including all common law rights therein, and registrations and applications for registration therefor, all rights provided by international treaties or conventions with respect to the foregoing, and all reissuances, extensions and renewals of any of the foregoing, and all goodwill associated therewith.

(d) “Patent” shall mean any United States patent to which any Grantor now or from time to time hereafter has title, including any divisions, continuations, reissues, reexaminations, extensions or renewals thereof, all inventions or improvements thereto, any application for a United States patent now or hereafter made by any Grantor, and any rights provided by international treaty or convention with respect to any of the foregoing.

(e) “Obligations” shall mean any and all of the Obligations (as that term is defined in the Loan Agreement).

All other terms contained in this Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Loan Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or

refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. Grant of Security Interests. To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. Representations and Warranties. The Grantor represents and warrants to the Agent that, as of the date hereof, the Grantor does not have any ownership interest in, or title to, any registered Mark, Mark application, registered Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Agreement is effective to create valid and continuing security interests in and Liens on, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the Commonwealth of Massachusetts, perfected Liens in favor of the Agent, for the benefit of the Lenders, on the Grantor's Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. Loan Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

Grantor:

W.B. MASON CO., INC.

By: _____

Name:

Title:

ACCEPTED AND AGREED

As of the date first above written:

RBS BUSINESS CAPITAL,

a division of RBS Asset Finance, Inc., as Agent

By: _____

Name:

Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS)
)
COUNTY OF PLYMOUTH)

On this ___ day of August, 2008, before me, the undersigned notary public, personally appeared Leo J. Meehan, as President of W.B. MASON CO., INC., proved to me through satisfactory evidence of identification, which was Mr. Meehan's driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of said corporation.

Notary Public
My commission expires:

{SEAL}

SCHEDULE I

MARKS

“BLIZZARD BLINDING WHITE COPY PAPER WHO BUT W.B.MASON FOR OFFICE SUPPLIES, PRINTING & FURNITURE” on file with the United States Patent and Trademark Office (registration no. 2957444).

The following trademarks are pending registration with the United States Patent and Trademark Office:

Circus Colored Papers (serial # 77530063)
Abracadabra (serial # 77530059)
Flagship Premium Copy Paper (serial # 77530055)
Paperazzi (serial # 77530051)
Copy Paper Price Fighter Since 1898 84 (serial # 77530045)
S.B.C. Smart Business Choice (serial # 77530031)
W.B. Mason's Super Star (serial # 77529990)
Who But W.B. Mason MyPaper (serial # 77528801)
MyFace Paper (serial # 77528586)
MyCopy Paper (serial # 77529414)
MyImage Paper (serial # 77529310)
Big Shot (serial # 77529711)
Topcat (serial # 77529605)
Celebrity Mesh Executive Chair (serial # 77528964)
High Roller (serial # 77528915)
The Who But W.B. Mason All-In (serial # 77528952)
Taskmaster (serial # 77529833)
Showoff (serial # 77528904)
W.B. Mason's Superseats (serial # 77528941)
Working Class Hero (serial # 77529893)

The Grantor uses the following unregistered trademark:

W.B. Mason Co., Inc.
W.B. Mason
Mason

The Grantor uses the following the unregistered slogans and trademarks:

Who But W.B. Mason
Who But W.B. Mason for Office Supplies Furniture and Printing
One Source Wonderful

The Grantor's logos and advertising jingles are on file with the Grantor.

SCHEDULE II

PATENTS

None.

SCHEDULE III

COPYRIGHTS

None.