

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release and Discharge of Security Interest (Second Lien) in Certain Intellectual Property

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo (Bank), National Association		02/24/2009	National Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Recycled Paper Greetings, Inc.
<b>Street Address:</b>	3636 N. Broadway
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60613
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1830936	RECYCLED PAPER GREETINGS
Registration Number:	1762773	WORKS OF HEART
Registration Number:	2724593	RECYCLED.COM
Registration Number:	1653076	SIMPLY SAID
Registration Number:	1692886	TOMATO CARDS
Registration Number:	1797811	TOMATO CARDS
Registration Number:	1290991	WORKS OF HEART
Registration Number:	1815545	RECYCLED PAPER GREETINGS
Registration Number:	1624168	ROCS

**CORRESPONDENCE DATA**

Fax Number: (212)755-7306  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-326-3717

CH \$240.00 1830936

Email: nazoubek@jonesday.com, nytef@jonesday.com  
Correspondent Name: Nancy A. Zoubek, Esq., Jones Day  
Address Line 1: 222 East 41st Street  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	115500-665002
NAME OF SUBMITTER:	Nancy A. Zoubek
Signature:	/Nancy A. Zoubek/
Date:	02/25/2009

**Total Attachments: 27**

source=Release of Second Lien execution version#page1.tif  
source=Release of Second Lien execution version#page2.tif  
source=Release of Second Lien execution version#page3.tif  
source=Release of Second Lien execution version#page4.tif  
source=Release of Second Lien execution version#page5.tif  
source=Release of Second Lien execution version#page6.tif  
source=Release of Second Lien execution version#page7.tif  
source=Release of Second Lien execution version#page8.tif  
source=Release of Second Lien execution version#page9.tif  
source=Release of Second Lien execution version#page10.tif  
source=Release of Second Lien execution version#page11.tif  
source=Release of Second Lien execution version#page12.tif  
source=Release of Second Lien execution version#page13.tif  
source=Release of Second Lien execution version#page14.tif  
source=Release of Second Lien execution version#page15.tif  
source=Release of Second Lien execution version#page16.tif  
source=Release of Second Lien execution version#page17.tif  
source=Release of Second Lien execution version#page18.tif  
source=Release of Second Lien execution version#page19.tif  
source=Release of Second Lien execution version#page20.tif  
source=Release of Second Lien execution version#page21.tif  
source=Release of Second Lien execution version#page22.tif  
source=Release of Second Lien execution version#page23.tif  
source=Release of Second Lien execution version#page24.tif  
source=Release of Second Lien execution version#page25.tif  
source=Release of Second Lien execution version#page26.tif  
source=Release of Second Lien execution version#page27.tif

**RELEASE AND DISCHARGE OF SECURITY INTEREST  
IN CERTAIN INTELLECTUAL PROPERTY**

THIS RELEASE AND DISCHARGE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY (this "Second Lien IP Security Interest Release and Discharge"), effective as of February 24, 2009, is made by Wells Fargo, National Association as successor administrative agent and collateral agent to Credit Suisse, Cayman Islands Branch (the "Initial Collateral Agent") under the Second Lien Credit Agreement (as defined below) (in such capacity, the "Collateral Agent") on its own behalf and on behalf of other credit parties to the Second Lien Credit Agreement (collectively, the "Secured Parties") in favor of RPG Holdings, Inc., a Delaware corporation ("Holdings"), and Recycled Paper Greetings, Inc. (formerly known as RPG Acquisition Corp.), an Illinois corporation ("Borrower"). Terms used herein but not defined herein have the meanings ascribed to them in the Second Lien IP Security Agreement (as defined below).

PRELIMINARY STATEMENTS.

WHEREAS, Holdings, Borrower, the Lenders from time to time party thereto and the Collateral Agent entered into that certain Second Lien Credit Agreement, dated as of December 5, 2005 (the "Second Lien Credit Agreement"), pursuant to which Holdings, Borrower, Recycled Paper Greetings Canada, Inc. ("RPG Canada") and Barnyard Industries, Inc. ("Barnyard" and together with RPG Canada, Borrower and Holdings, collectively, the "Grantors") were required to grant a security interest in certain intellectual property to secure the obligations set forth in the Second Lien Credit Agreement and to enter into a Second Lien Intellectual Property Security Agreement, dated as of December 5, 2005, with the Collateral Agent (the "Second Lien IP Security Agreement");

WHEREAS, pursuant to the Second Lien IP Security Agreement, which was recorded with (i) the United States Patent and Trademark Office ("USPTO"), on December 16, 2005, at Reel/Frame 3211/0727 with respect to trademarks, and the (ii) United States Copyright Office ("USCO"), on December 30, 2005, at Volume 3533 Document Numbers 539-546 with respect to copyrights, the Grantors granted a security interest in all of the right, title and interest of the Grantors, in, to and under all such Intellectual Property Collateral including without limitation the Trademarks, Patents and Copyrights, to secure the payment and performance in full of the obligations (set forth in the Second Lien Credit Agreement and Second Lien IP Security Agreement);

WHEREAS, the Initial Collateral Agent has assigned all of its rights, powers and privileges as administrative agent and collateral agent under the Credit Agreement and the IP Security Agreement to the Collateral Agent, pursuant to (i) that certain Successor Agent and Amendment Agreement, dated as of June 2, 2008 (the "Successor Agent and Amendment Agreement" and attached hereto for reference as Annex I) and (ii) that certain Transfer of Collateral Agent for Second Lien Intellectual Property Security Agreement, dated as of July 11, 2008, recorded with the United States Patent and Trademark Office on July 17, 2008, at Reel/Frame 3814/0924 with respect to trademarks, and sent for recordation with the USCO on or about July 2008 with respect to copyrights; and

WHEREAS, the obligations have been finally and indefeasibly paid in full, and Collateral Agent and all other Lenders have agreed to release and discharge their security interest in the Intellectual Property Collateral in full, including without limitation, the Trademarks, Patents and Copyrights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on its own behalf and on behalf of all other Lenders (and each of their respective successors or assigns) agrees as follows:

SECTION 1. Release and Discharge Security. Collateral Agent hereby forever releases and discharges, on its behalf, on the behalf of all other Lenders (and each of their respective successors or assigns) and on behalf of the Grantors, the security interest in and to all of each Grantor's right, title and interest in and to all Intellectual Property Collateral, having been secured under the Second Lien IP Security Agreement, including without limitation the Trademarks identified on Schedule A attached hereto, the Patents identified on Schedule B attached hereto and the Copyrights identified on Schedule C attached hereto.

SECTION 2. Recordation. Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks, the Register of Copyrights and any other applicable government officer to record this Second Lien IP Security Interest Release and Discharge.

SECTION 3. Further Assurances. Collateral Agent hereby agrees, at the Grantors' expense, to execute such instruments and to take such other actions as any Grantor or American Greetings Corporation ("AG") may from time to time request in writing in order to terminate the security interest in the Intellectual Property Collateral, including without limitation the Trademarks, Patents and Copyrights, and otherwise to effectuate the release of the Intellectual Property Collateral, including without limitation the Trademarks, Patents and Copyrights.

SECTION 4. Authorizations. Collateral Agent hereby authorizes any Grantor, AG and any of their respective agents, attorneys or designees to file any terminations of liens with the USPTO and USCO, and to take any actions in connection therewith, and to make all other filings and registrations necessary, desirable or appropriate, in each case, in order to fully effectuate the release of any and all liens on, security interests in, and other encumbrances of, the Intellectual Property Collateral.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Collateral Agent, on its behalf and on behalf of all other Lenders (and each of their respective successors or assigns) has executed this Second Lien IP Security Interest Release and Discharge or caused this Second Lien IP Security Interest Release and Discharge to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO, NATIONAL ASSOCIATION,  
as Collateral Agent

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



Name: Michael Pinzon  
Title: Vice President

*Second Lien IP Security Interest Release and Discharge*

TRADEMARKS

*[See Attached]*

TRADEMARKS:

Mark	Registration Number	Date Registered/Filed	Owner/Applicant
Animal Farm	1,067,684	June 14, 1977	Recycled Paper Greetings, Inc.
Recycled.com	2,724,593	June 10, 2003	Recycled Paper Greetings, Inc.
Recycled Paper Greetings (with symbol)	1,830,936	April 12, 1994	Recycled Paper Greetings, Inc.
Recycled Paper Greetings	1,815,545	January 4, 1994	Recycled Paper Greetings, Inc.
Simply Said	1,653,076	September 20, 1990	Recycled Paper Greetings, Inc.
Tomato Cards	1,692,886	June 9, 1992	Recycled Paper Greetings, Inc.
Tomato Cards (with Symbol)	1,797,811	October 12, 1993	Recycled Paper Greetings, Inc.
Works of Heart	1,290,991	August 21, 1984	Recycled Paper Greetings, Inc.
Works of Heart (in script font)	1,762,773	April 6, 1993	Recycled Paper Greetings, Inc.
ROCS (and design)	1,624,168	March 3, 1988	Recycled Paper Greetings, Inc.

- Abn

PATENTS

None.



COPYRIGHTS

*[See Attached]*

SUCCESSOR AGENT AND AMENDMENT AGREEMENT

*[See Attached]*

## SUCCESSOR AGENT AND AMENDMENT AGREEMENT

This SUCCESSOR AGENT AGREEMENT is dated as of June 2, 2008 (this "Agreement") by and among WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo" or the "Successor Agent"), CREDIT SUISSE, CAYMAN ISLANDS BRANCH ("Credit Suisse"), in its capacities as Administrative Agent (as defined in the Second Lien Credit Agreement described below) and Collateral Agent (as defined in the Second Lien Credit Agreement described below) (in such capacities, the "Existing Agent"), the Required Lenders (as defined in the Second Lien Credit Agreement described below), and RECYCLED PAPER GREETINGS, INC. (successor by merger to RPG Acquisition Corp.) (the "Borrower"), with respect to Section 4(vii) and Sections 5 through 15 of this Agreement and acknowledging the appointment in Section 1 hereof.

WHEREAS, (i) the Borrower, RPG Holdings, Inc., the Lenders (as defined in the Second Lien Credit Agreement described below) and the Existing Agent entered into that certain Second Lien Credit Agreement, dated as of December 5, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Second Lien Credit Agreement"; capitalized terms used herein without definition shall have the meanings attributed to such terms in the Second Lien Credit Agreement unless otherwise specified); (ii) the Borrower and the other Loan Parties party thereto entered into that certain Second Lien Guarantee and Collateral Agreement, dated as of December 5, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement") in favor of Credit Suisse, in its capacity as Collateral Agent; and (iii) the Borrower, Credit Suisse in its capacity as First Lien Administrative Agent and Credit Suisse in its capacity as Second Lien Administrative Agent (both as defined therein) entered into that certain Intercreditor Agreement, dated as of December 5, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Intercreditor Agreement" and, together with the Second Lien Credit Agreement, the Second Lien Guarantee and Collateral Agreement and the other Loan Documents (as defined in the Second Lien Credit Agreement), collectively, the "Second Lien Loan Documents");

WHEREAS, by letter dated April 24, 2008, the Existing Agent gave notice of its resignation as Administrative Agent and Collateral Agent under the Second Lien Credit Agreement and the other Second Lien Loan Documents to the Borrower and the Lenders, in accordance with Article 8 of the Second Lien Credit Agreement (such resignation to be effective as of the date hereof);

WHEREAS, pursuant to Article 8 of the Second Lien Credit Agreement, the Existing Agent and the Required Lenders desire to appoint Wells Fargo to act as the successor Administrative Agent and the successor Collateral Agent under the Second Lien Credit Agreement and the other Second Lien Loan Documents;

WHEREAS, one or more Events of Default have occurred and are continuing under the Second Lien Credit Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Acceptance of Resignation and Appointment of Agent. Pursuant to Article 8 of the Second Lien Credit Agreement, (i) the Required Lenders hereby accept the resignation of Credit Suisse as Administrative Agent and Collateral Agent under the Second Lien Loan Documents and (ii) the Required Lenders, in consultation with the Borrower, hereby appoint Wells Fargo to act as the Administrative Agent and as the Collateral Agent under the Second Lien Loan Documents, in each case, effective as of the date hereof. The Successor Agent hereby accepts the appointment to act as the Administrative Agent and as the Collateral Agent under the Second Lien Loan Documents.

2. Rights, Duties and Obligations. The Existing Agent assigns and the Successor Agent is hereby vested with all the rights, powers, discretion and privileges of the Existing Agent, as described in the Second Lien Loan Documents, and the Successor Agent assumes from and after the date hereof the obligations, responsibilities and duties of the Existing Agent, in accordance with the terms of the Second Lien Loan Documents. Nothing in this Agreement shall be deemed a termination of the provisions of the Second Lien Loan Documents (including, without limitation, Article 8 and Section 9.05 of the Second Lien Credit Agreement) that survive the Existing Agent's resignation pertaining to Credit Suisse in its capacity as Administrative Agent or Collateral Agent under the Second Lien Loan Documents. The parties hereby agree that the provisions of Section 9.05 of the Second Lien Credit Agreement shall apply to all actions taken by Credit Suisse under or in connection with this Agreement or the Second Lien Loan Documents, whether taken before or after the date of this Agreement.

3. Representations and Warranties of Existing Agent. In order to induce Wells Fargo to enter into this Agreement, the Existing Agent hereby makes the following representations and warranties to Wells Fargo as of the date hereof:

(a) Loan Status. Schedule I sets out (i) the outstanding principal amount of, and accrued interest payable on, the Term Loans as of May 29, 2008 and (ii) any other fees, charges and expenses due and payable to the Existing Agent or the Lenders as of May 29, 2008.

(b) Current Lenders. Attached hereto as Schedule II is a true and correct schedule of the Lenders and the outstanding balances owing to each such Lender under the Second Lien Credit Agreement.

(c) Documents. Schedule III is a list of all of the Second Lien Loan Documents in the possession of the Existing Agent, which documents have been delivered to the Successor Agent as of the date hereof. There have been no amendments, supplements or consents to the Second Lien Loan Documents except as set forth in Schedule IV.

4. Covenants of Existing Agent. The Existing Agent covenants and agrees that it will, in each case at the Borrower's or Lenders' expense (in accordance with and pursuant to

Section 9.05 of the Second Lien Credit Agreement): (i) deliver, or cause to be delivered, promptly to the Successor Agent true and correct copies of the Second Lien Credit Agreement and the other Second Lien Loan Documents listed on Schedule III, provided that Credit Suisse will deliver executed originals of such documents if such documents are available to the Existing Agent and the Successor Agent reasonably deems it is necessary to have such an executed original in its possession, (ii) deliver, or cause to be delivered, promptly to the Successor Agent all Collateral in the possession of the Existing Agent, it being understood by the parties hereto that Credit Suisse, in its capacity as First Lien Administrative Agent (as defined in the Intercreditor Agreement), as collateral agent for the First Lien Claimholders (as defined in the Intercreditor Agreement), is possessing, and will continue to possess all such Collateral, including all proceeds thereof, as bailee for, and for the benefit and on behalf of, the Successor Agent and any assigns for the purpose of perfecting the security interest granted under the Second Lien Loan Documents, all in accordance with, and subject to, the terms and conditions of the Intercreditor Agreement, (iii) deliver, or cause to be delivered, promptly to the Successor Agent, copies of (A) any written notices delivered by the Borrower, in accordance with the notice provisions in Section 9.01 of the Second Lien Credit Agreement, to the Existing Agent under Sections 5.04, 5.05 and 5.06 of the Second Lien Credit Agreement received by the Existing Agent since the date the last financial statements were delivered pursuant to Section 5.04 of the Second Lien Credit Agreement, (B) the most recent quarterly reporting package delivered by the Borrower to the Existing Agent under Section 5.04 of the Second Lien Credit Agreement, (C) the schedules to the Second Lien Guarantee and Collateral Agreement, including any updates thereto and (D) copies of all written notices under the Intercreditor Agreement delivered by the Borrower, in accordance with the notice provisions in Section 8.8 of the Intercreditor Agreement, to the Existing Agent and received by the Existing Agent since the date the last financial statements were delivered pursuant to Section 5.04 of the Second Lien Credit Agreement, (iv) deliver, or cause to be delivered, promptly to the Successor Agent copies of all UCC financing statements, mortgages, filings with the United States Patent and Trademark Office and in the United States Copyright Office and other filings, registrations, recordings, consents and notices creating or perfecting the Liens on the Collateral, (v) deliver, or cause to be delivered, promptly to the Successor Agent copies of all control agreements in favor of Credit Suisse, in its capacity as First Lien Collateral Agent, and Credit Suisse, in such capacity, hereby agrees to act as sub-agent for the Successor Agent for the purposes of perfecting the security interest in the applicable securities accounts or deposit accounts granted under the Second Lien Loan Documents, subject to the terms of the Intercreditor Agreement, (vi) promptly make, or will cause to be made, all reasonably requested filings and take all other actions reasonably requested that are necessary or desirable to maintain the validity, perfection and priority of the Liens on the Collateral in favor of the Successor Agent, (vii) provide copies of all insurance documentation it has relating to the Collateral to the Successor Agent (and the Borrower will deliver, or will cause to be delivered, to the Successor Agent insurance certificates naming the Successor Agent as loss payee or additional insured, as appropriate, in respect of all insurance policies required to be maintained pursuant to the Second Lien Loan Documents), (viii) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Existing Agent under the Second Lien Loan Documents to the Successor Agent, including, without limitation, the execution, delivery and filing of any financing statements, assignments, conveyances or any other documents necessary or desirable to transfer such rights and privileges of the Existing Agent to the Successor Agent, and (ix) take all actions reasonably

requested by the Successor Agent or its representatives to facilitate the transfer of information to the Successor Agent in connection with the Second Lien Loan Documents. The Successor Agent acknowledges that the Existing Agent has, as of the date hereof, caused to be delivered to the Successor Agent true and correct copies of the Second Lien Loan Documents listed on Schedule III to satisfy clause (i) of this Section 4. Notwithstanding anything to the contrary contained in this Agreement, until such time as all Collateral held by the Existing Agent has been assigned or otherwise transferred to the Successor Agent, the Existing Agent shall continue to hold such Collateral as a sub-Collateral Agent in accordance with the terms of the Second Lien Loan Documents, including, without limitation, Article 8 of the Second Lien Credit Agreement. The Successor Agent hereby appoints the Existing Agent to act as a sub-Collateral Agent with respect to any such Collateral until such Collateral has been assigned or otherwise transferred to the Successor Agent. The Existing Agent shall be entitled to all the benefits of a Collateral Agent under the Second Lien Loan Documents (including, without limitation, Article 8 of the Second Lien Credit Agreement) with respect to all actions taken or omitted to be taken in its capacity as a sub-Collateral Agent. In furtherance of the foregoing, it is understood and agreed that the Existing Agent shall not be required to take any action or exercise any right, power or privilege (including, without limitation, the exercise of any rights or remedies under the Second Lien Loan Documents or any discretionary right under the Intercreditor Agreement) under the Second Lien Loan Documents unless expressly requested in writing, by the Successor Agent and permitted to be taken under the Intercreditor Agreement. The Existing Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper person. The Existing Agent may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. The Existing Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

5. Successor Agent's Fees and Expenses. Commencing on the date hereof, (i) the Successor Agent shall be entitled to receive its agency fees and expenses set forth in Schedule V hereof from the Borrower and (ii) the Existing Agent shall cease to be entitled to receive the fees provided by Section 2.05(a) of the Second Lien Credit Agreement, provided that the Existing Agent shall remain entitled to receive any unpaid fees owed to it by the Borrower pursuant to Section 2.05(a) of the Second Lien Credit Agreement. If the Borrower fails to pay the Successor Agent, the agency fees or expenses set forth on Schedule V hereof, the Lenders shall be responsible for such fees to the extent provided in the Second Lien Credit Agreement (including in Section 9.05 thereof). All other provisions of the Second Lien Credit Agreement providing for the payment of fees and expenses of, and providing indemnities for the benefit of, the Existing Agent shall remain in full force and effect for the benefit of the Existing Agent and the Successor Agent.

6. Amendments to Second Lien Loan Documents.

(a) General. The parties hereby agree and acknowledge that, from and after the date hereof, Wells Fargo shall be, and shall be deemed to be, the Administrative Agent and the Collateral Agent under the Second Lien Credit Agreement and the other

Second Lien Loan Documents. In furtherance of the foregoing, all defined terms referencing Credit Suisse as the Administrative Agent or the Collateral Agent in the Second Lien Credit Agreement and the other Second Lien Loan Documents are hereby amended to reference Wells Fargo, as the Administrative Agent or the Collateral Agent, as applicable, thereunder.

(b) Amendments to Section 1.01 of Second Lien Credit Agreement. The parties hereby agree that the following definition is hereby amended and restated to read as follows:

“**Prime Rate**” shall mean the rate of interest per annum announced from time to time by Wells Fargo Bank, National Association; each change in the Prime Rate shall be effective as of the opening of business on the date such change is announced as being effective. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually available.

(c) Amendment to Section 2.19(a) of Second Lien Credit Agreement. The parties agree that the second sentence of clause (a) of Section 2.19 of the Second Lien Credit Agreement is hereby amended and restated to read as follows:

“Each such payment shall be made to the Administrative Agent at its office at 625 Marquette Avenue, Minneapolis, MN 55479.”

(d) Amendment to Section 9.01(b) of Second Lien Credit Agreement. The parties agree that clause (b) of Section 9.01 of the Second Lien Credit Agreement is hereby amended and restated to read as follows:

“(b) if to the Administrative Agent or the Collateral Agent, to Wells Fargo Bank, National Association, at 625 Marquette Avenue, Minneapolis, MN 55479, Attention of Jeffery T. Rose, Vice President (Telecopier No. (612) 667-9825; Telephone No. (612) 667-0337) with a copy to Ropes & Gray LLP at 1211 Avenue of the Americas, New York, NY 10036, Attention of Mark R. Somerstein (Telecopier No. (212) 596-9090; Telephone No. (212) 841-8814);”

(e) Amendment to Section 9.04(d) of Second Lien Credit Agreement. The parties agree that clause (d) of Section 9.04 of the Second Lien Credit Agreement is hereby amended by modifying the first sentence thereof by deleting the words “in The City of New York.”

7. Consent of Required Lenders and Borrower. The undersigned Lenders hereby represent and warrant that they, in the aggregate, constitute Required Lenders and such Required Lenders and Borrower hereby consent to the amendments of the Second Lien Credit Agreement set forth in this Agreement.

8. Ratification. Except as specifically modified by this Agreement, the Second Lien Credit Agreement and the other Second Lien Loan Documents are hereby ratified and confirmed in all respects and shall continue to apply with full force and effect in accordance with their respective terms.

9. Entire Agreement. This Agreement states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. As between the Successor Agent and the parties thereto, the Second Lien Credit Agreement and the other Second Lien Loan Documents shall remain in full force and effect.

10. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

11. Submission To Jurisdiction. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) consents to service of process in the manner provided for notices in Section 9.01 of the Second Lien Credit Agreement as in effect on the date hereof (except that in the case of service of process to Wells Fargo, the relevant address for such service of process shall be: 625 Marquette Avenue, Minneapolis, MN 55479, with a copy to Ropes & Gray LLP at 1211 Avenue of the Americas, New York, NY 10036, Attention of Mark R. Somerstein) or at such other address of which the parties hereto shall have been notified pursuant thereto; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

12. WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

13. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

14. Severability. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the



application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

15. Counterparts and Facsimile. This Agreement may be signed in counterparts, all of which together shall constitute one and the same instrument. The parties hereto may provide signatures to this Agreement by facsimile or electronic mail, and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Existing Agent

By: Michael A. Criscito  
Name: **Michael A. Criscito**  
Title: **Managing Director**

By: Megan K. Kane  
Name: **MEGAN KANE**  
Title: **DIRECTOR**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Successor Agent

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

RECYCLED PAPER GREETINGS, INC., as  
Borrower, with respect to Section 4(vii) and  
Sections 5 through 15 of this Agreement only and  
acknowledging the appointment set forth in Section  
1 of this Agreement

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

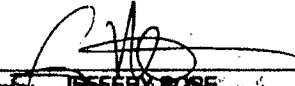
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Existing Agent

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

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

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Successor Agent

By:  \_\_\_\_\_  
Name: JEFFERY ROSE  
Title: Vice President

RECYCLED PAPER GREETINGS, INC., as  
Borrower, with respect to Section 4(vii) and  
Sections 5 through 15 of this Agreement only and  
acknowledging the appointment set forth in Section  
1 of this Agreement

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

KL2 255515 6

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Existing Agent

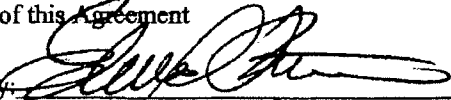
By: \_\_\_\_\_  
Name:  
Title:

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

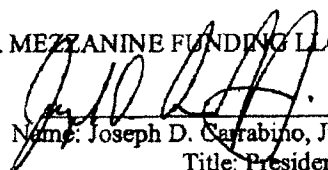
WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Successor Agent

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

RECYCLED PAPER GREETINGS, INC., as  
Borrower, with respect to Section 4(vii) and  
Sections 5 through 15 of this Agreement only and  
acknowledging the appointment set forth in Section  
1 of this Agreement

By:   
Name: *Edward Stassen*  
Title: *Chief Financial Officer*

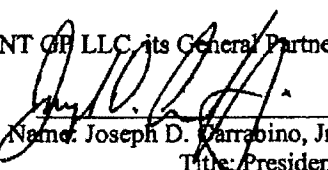
AEA MEZZANINE FUNDING LLC

By:   
Name: Joseph D. Carrabino, Jr.  
Title: President

AEA MEZZANINE (UNLEVERAGED) FUND LP

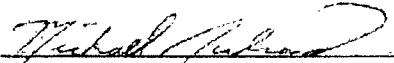
By: AEA MEZZANINE PARTNERS LP, its General Partners

By: AEA MEZZANINE MANAGEMENT GP LLC, its General Partner

By:   
Name: Joseph D. Carrabino, Jr.  
Title: President

KL2 255515.6


Camulos Master Fund LP, as Lender

By:   
Name: Michael Iuliano  
Title: Attorney-in-Fact

KL2 15559158

1888 Fund LTD., as Lender

By: Guggenheim Investment Management, LLC,  
as its Collateral Manager

By:   
Name: Stephen D. Sautel  
Title: Senior Managing Director

XL1 2555515.6

TRADEMARK  
REEL: 003942 FRAME: 0323

Green Lane CLO LTD., as Lender

By: Guggenheim Investment Management, LLC,  
as its Collateral Manager

By:   
Name: Stephen D. Saute  
Title: Senior Managing Director



Kennecott Funding., as Lender

By: Guggenheim Investment Management, LLC,  
as its Collateral Manager

By:   
Name: **Stephen D. Sautei**  
Title: **Senior Managing Director**

LFC2 LOAN FUNDING LLC, as Lender

By:   
Name: **Bernard Marasa**  
Title: **AS ATTORNEY-IN-FACT**

K2.2 25999114

ORPHEUS FUNDING LLC, as Lender

By: Guggenheim Investment Management, LLC,  
its Manager

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

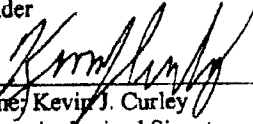
Name:  
Title:

  
Stephen D. Sautel  
Senior Managing Director

KL2 2555515 0

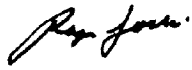
TRADEMARK  
REEL: 003942 FRAME: 0327

**WHITNEY PRIVATE DEBT FUND, L.P., as  
Lender**

By:   
Name: Kevin J. Curley  
Title: Authorized Signatory

KLE 255515.6

PLAINFIELD DIRECT INC., as Lender

By:   
Name:  
Title: **Rayan R. Joshi**  
**Authorized Individual**

KL2 2555515 6