

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NE OPCO, INC.		09/07/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	1827460	AECO
Registration Number:	1015270	AECO
Registration Number:	1173158	ATENCO
Registration Number:	1853637	ATLANTIC ENVELOPE COMPANY
Registration Number:	3478326	BIODEGRADABLE WINDOW FILM
Registration Number:	0722594	COMBINE-VELOPE
Registration Number:	3493146	COMPOSTABLE
Registration Number:	3331555	
Registration Number:	1276514	
Registration Number:	1274284	
Registration Number:	1677601	EARTH WOVE
Registration Number:	3570422	EASY WRAP
Registration Number:	3585623	ENVELOPES 101

CH \$1140.00 1827460

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**TRADEMARK
 REEL: 004278 FRAME: 0850**

Registration Number:	3675078	ENVELOPES 101 BUILDING SUCCESS THROUGH PRODUCT KNOWLEDGE SUCCESS THE MARKET PRINTING COMMUNICATION MANUFACTURING VENDORS QUOTING WINDOWS ENVELOPE CONSTRUCTION SELLING HINTS & IDEAS CONVERSION CUTTING & FOLDING GUMMING ENVELOPE STYLE
Registration Number:	3585635	ENVELOPES 101 HELPING YOU BUILD YOUR SALES
Registration Number:	1156345	E-Z TRIEVE
Registration Number:	2698326	FLAKJACKET
Registration Number:	3033425	FLEXOBLE
Registration Number:	3573225	FULL CIRCLE
Registration Number:	2842711	JUST ADD COLOR
Registration Number:	2615255	KENTKRAFT
Registration Number:	1042271	KENTWOVE
Registration Number:	3820109	MADE WITH 100% WIND P WER
Registration Number:	3418238	NATIONAL ENVELOPE
Registration Number:	3308550	NATIONAL ENVELOPE
Registration Number:	3470443	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP
Registration Number:	1764467	NOBILITY
Registration Number:	1247058	NY
Registration Number:	2640959	OLD COLONY
Registration Number:	0427247	ORDER-VELOPE
Registration Number:	0924722	PEEL & SEEL
Registration Number:	2758428	PEEL & SEEL
Registration Number:	1356577	PERFECT VISION
Registration Number:	1628271	PRESERVATION WOVE
Registration Number:	3474140	PRINTED WITH SOY INK
Registration Number:	2708542	PRINTMASTER
Registration Number:	2848663	PRINTS COLLECTION
Registration Number:	0849415	RAWHIDE
Registration Number:	2236851	SIMPLE SEAL
Registration Number:	3497351	SMART CARD GUARD
Registration Number:	1196195	TAC-N-TAC
Registration Number:	2398664	TX3
Registration Number:	2680484	WILLIAMHOUSE
Registration Number:	3581685	WILLIAMHOUSE BY NATIONAL ENVELOPE
Serial Number:	77489775	EASY WRAP

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-526-9600
Email: jmgomez@proskauer.com
Correspondent Name: Proskauer Rose LLP
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	SECURITY INTEREST
NAME OF SUBMITTER:	Scott K. Witonsky
Signature:	/Scott K. Witonsky/
Date:	09/08/2010

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") dated as of September 7, 2010, among the Persons listed on the signature pages hereof as Grantors (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), as Agent (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among NEV HOLDINGS, LLC, a Delaware limited liability company ("Parent"), NE OPCO, INC., a Delaware corporation (the "Borrower" and together with each other Subsidiary of Parent that, with the approval of Agent, executes a joinder to the Credit Agreement as a borrower thereunder, collectively, "Borrowers"), each of the other Borrowers from time to time party thereto, the Lenders (as defined therein) party thereto, WFCF, as Agent, and BANK OF AMERICA, N.A., together with WFCF as co-lead loan arrangers, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of September 7, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including

right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate automatically upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and

“property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment or payment in full of the Secured Obligations shall mean the repayment of the Secured Obligations (other than unasserted contingent indemnification Obligations) in Dollars in full in cash or immediately available funds (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization of all such Secured Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Agreement to be repaid or cash collateralized). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

9. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

10. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES’ AGREEMENT IN SECTION 11 ABOVE TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, IF SUCH WAIVER OF THE RIGHT TO A TRIAL BY JURY IS NOT ENFORCEABLE, THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES OR CONTROVERSIES OF ANY NATURE BETWEEN THEM ARISING AT ANY TIME IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE DECIDED BY A REFERENCE TO A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE), MUTUALLY SELECTED BY THE PARTIES (OR, IF THEY CANNOT AGREE, BY THE PRESIDING JUDGE OF THE LOS ANGELES COUNTY, CALIFORNIA SUPERIOR COURT) APPOINTED IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 (OR PURSUANT TO COMPARABLE PROVISIONS OF FEDERAL LAW IF THE DISPUTE FALLS WITHIN THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURTS), SITTING WITHOUT A JURY, IN LOS ANGELES COUNTY, CALIFORNIA; AND THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SUCH COURT. THE REFERENCE


PROCEEDINGS SHALL BE CONDUCTED PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE §§ 638 THROUGH 645.1, INCLUSIVE. THE REFEREE SHALL HAVE THE POWER, AMONG OTHERS, TO GRANT PROVISIONAL RELIEF, INCLUDING WITHOUT LIMITATION, ENTERING TEMPORARY RESTRAINING ORDERS, ISSUING PRELIMINARY AND PERMANENT INJUNCTIONS AND APPOINTING RECEIVERS. ALL SUCH PROCEEDINGS SHALL BE CLOSED TO THE PUBLIC AND CONFIDENTIAL AND ALL RECORDS RELATING THERETO SHALL BE PERMANENTLY SEALED. IF DURING THE COURSE OF ANY DISPUTE, A PARTY DESIRES TO SEEK PROVISIONAL RELIEF, BUT A JUDGE HAS NOT BEEN APPOINTED AT THAT POINT PURSUANT TO THE JUDICIAL REFERENCE PROCEDURES, THEN SUCH PARTY MAY APPLY TO THE LOS ANGELES COUNTY, CALIFORNIA SUPERIOR COURT FOR SUCH RELIEF. THE PROCEEDING BEFORE THE REFEREE SHALL BE CONDUCTED IN THE SAME MANNER AS IT WOULD BE BEFORE A COURT UNDER THE RULES OF EVIDENCE APPLICABLE TO JUDICIAL PROCEEDINGS. THE PARTIES SHALL BE ENTITLED TO DISCOVERY WHICH SHALL BE CONDUCTED IN THE SAME MANNER AS IT WOULD BE BEFORE A COURT UNDER THE RULES OF DISCOVERY APPLICABLE TO JUDICIAL PROCEEDINGS. THE REFEREE SHALL OVERSEE DISCOVERY AND MAY ENFORCE ALL DISCOVERY RULES AND ORDER APPLICABLE TO JUDICIAL PROCEEDINGS IN THE SAME MANNER AS A TRIAL COURT JUDGE. THE PARTIES AGREE THAT THE SELECTED OR APPOINTED REFEREE SHALL HAVE THE POWER TO DECIDE ALL ISSUES IN THE ACTION OR PROCEEDING, WHETHER OF FACT OR OF LAW, AND SHALL REPORT A STATEMENT OF DECISION THEREON PURSUANT TO THE CALIFORNIA CODE OF CIVIL PROCEDURE § 644(A). NOTHING IN THIS SECTION 12 SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER AT ANY TIME TO EXERCISE SELF-HELP REMEDIES, FORECLOSE AGAINST COLLATERAL, OR OBTAIN PROVISIONAL REMEDIES. THE REFEREE SHALL ALSO DETERMINE ALL ISSUES RELATING TO THE APPLICABILITY, INTERPRETATION, AND ENFORCEABILITY OF THIS SECTION 12.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NEV HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name Steven G. Eisner
Title: Vice President

NE OPCO, INC.,
a Delaware corporation

By: 
Name Steven G. Eisner
Title: Vice President

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent

By: Justin Button
Name: Justin Button
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
NE OPCO, INC.	AECO	United States	74/410,225	1,827,460
NE OPCO, INC.	AECO & Design	United States	73/007,911	1,015,270
NE OPCO, INC.	ATENCO & Design	United States	73/209,459	1,173,158
NE OPCO, INC.	ATLANTIC ENVELOPE COMPANY	United States	74/426,310	1,853,637
NE OPCO, INC.	ATLANTIC ENVELOPE COMPANY	Texas	53940	53940
NE OPCO, INC.	ATLANTIC ENVELOPE COMPANY	Texas	53939	53939
NE OPCO, INC.	BIODEGRADABLE WINDOW FILM & Design	United States	78/974,533	3,478,326
NE OPCO, INC.	COMBINE-VELOPE	United States	72/113,767	0,722,594
NE OPCO, INC.	COMPOSTABLE & Design	United States	77/016,044	3,493,146
NE OPCO, INC.	Design (Eagle in Flight)	United States	78/726,827	3,331,555
NE OPCO, INC.	Design [NEC Logo]	United States	73/381,217	1,276,514
NE OPCO, INC.	Design [NEC Logo]	United States	73/381,442	1,274,284
NE OPCO, INC.	EARTH WOVE & Design	United States	74/147,708	1,677,601
NE OPCO, INC.	EASY WRAP	United States	77/149,955	3,570,422
NE OPCO, INC.	EASY WRAP & Design	United States	77/489,775	Pending
NE OPCO, INC.	ENVELOPES 101	United States	77/385,527	3,585,623
NE OPCO, INC.	ENVELOPES 101 BUILDING SUCCESS THROUGH PRODUCT KNOWLEDGE... & Design	United States	77/387,009	3,675,078
NE OPCO, INC.	ENVELOPES 101 HELPING YOU BUILD YOUR SALES & Design	United States	77/386,949	3,585,635
NE OPCO, INC.	E-Z TRIEVE	United States	73/217,734	1,156,345
NE OPCO, INC.	FLAKJACKET	United States	76/108,484	2,698,326
NE OPCO, INC.	FLEXOBLE	United States	76/528,185	3,033,425
NE OPCO, INC.	FULL CIRCLE	United States	77/150,102	3,573,225
NE OPCO, INC.	JUST ADD COLOR	United States	76/521,900	2,842,711
NE OPCO, INC.	KENTKRAFT	United States	76/343,009	2,615,255
NE OPCO, INC.	KENTWOVE	United States	73/059,412	1,042,271
NE OPCO, INC.	MADE WITH 100% WIND POWER & Design	United States	77/498,987	3820109
NE OPCO, INC.	NATIONAL ENVELOPE	United States	78/623,149	3,418,238
NE OPCO, INC.	NATIONAL ENVELOPE & Design	United States	78/617,171	3,308,550

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
NE OPCO, INC.	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	United States	77/189,753	3,470,443
NE OPCO, INC.	NOBILITY	United States	74/301,325	1,764,467
NE OPCO, INC.	NY & Design	United States	73/381,231	1,247,058
NE OPCO, INC.	OLD COLONY	United States	76/285,214	2,640,959
NE OPCO, INC.	ORDER-VELOPE	United States	71/488,709	0,427,247
NE OPCO, INC.	PEEL & SEEL	United States	72/367,780	0,924,722
NE OPCO, INC.	PEEL & SEEL & Design	United States	76/428,806	2,758,428
NE OPCO, INC.	PERFECT VISION	United States	73/520,344	1,356,577
NE OPCO, INC.	PRESERVATION WOVE	United States	74/015,399	1,628,271
NE OPCO, INC.	PRINTED WITH SOY INK & Design	United States	78/974,569	3,474,140
NE OPCO, INC.	PRINTMASTER	United States	76/265,861	2,708,542
NE OPCO, INC.	PRINTS COLLECTION	United States	76/440,185	2,848,663
NE OPCO, INC.	RAWHIDE	United States	72/274,539	0,849,415
NE OPCO, INC.	SIMPLE SEAL	United States	75/491,520	2,236,851
NE OPCO, INC.	SMART CARD GUARD	United States	77/108,648	3,497,351
NE OPCO, INC.	TAC-N-TAC & Design	United States	73/215,538	1,196,195
NE OPCO, INC.	TX3	United States	75/661,956	2,398,664
NE OPCO, INC.	WILLIAMHOUSE	Wisconsin	Does not assign numbers	Does not assign numbers
NE OPCO, INC.	WILLIAMHOUSE	United States	76/366,402	2,680,484
NE OPCO, INC.	WILLIAMHOUSE BY NATIONAL ENVELOPE	United States	78/628,456	3,581,685
NE OPCO, INC.	WILLIAMHOUSE OF WISCONSIN	Wisconsin	Does not assign numbers	Does not assign numbers