

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Americomm Directing Marketing, Inc.		05/07/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dandrew Manufacturing, LLC		
Street Address:	1825 Blue Hills Circle		
City:	Roanoke		
State/Country:	VIRGINIA		
Postal Code:	24012		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2620508	INFOSEAL	
CORRESPONDENCE DATA			
Fax Number:	(617)542-2241		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-348-4914		
Email:	cpeters@mintz.com		
Correspondent Name:	Carol H. Peters		
Address Line 1:	Mintz Levin Cohn Ferris Glovsky & Popeo		
Address Line 2:	One Financial Cener		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	23638-014		
NAME OF SUBMITTER:	Carol H. Peters		
Signature:	/carol/h/peters/		

CH \$40.00 2620508

Date:

03/16/2009

Total Attachments: 23

source=INFOSEAL - Asset Purchase and Operating Agreement#page1.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page2.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page3.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page4.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page5.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page6.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page7.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page8.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page9.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page10.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page11.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page12.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page13.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page14.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page15.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page16.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page17.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page18.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page19.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page20.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page21.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page22.tif
source=INFOSEAL - Asset Purchase and Operating Agreement#page23.tif

ASSET PURCHASE AND OPERATING AGREEMENT

This ASSET PURCHASE AND OPERATING AGREEMENT (this "Agreement") dated as of May 7, 2001 by and between Dandrew Manufacturing, LLC, a Virginia limited liability company ("Buyer"), and AmeriComm Direct Marketing Inc., a Delaware corporation ("Seller").

WITNESSETH:

WHEREAS, Seller owns certain assets related to InfoSeal (the "Business") in its Transkrit division;

WHEREAS, Seller commenced a case under chapter 11 of title 11 of the United States Code, 11 U.S.C. Sections 101 et seq. (the "Bankruptcy Code") on April 6, 2000 by filing a voluntary petition with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the sale of assets and liabilities of Transkrit are subject to the supervision and control of Seller subject to the approval of the Bankruptcy Court; and

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller certain assets pertaining to InfoSeal, pursuant to, inter alia, Sections 363 and 365 of the Bankruptcy Code and the applicable Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

1.1 *Definitions.*

(a) "Affiliate" shall have the meaning set forth in (i) Rule 12b-2 of the General Rules and Regulations of the Securities Exchange Act of 1934, as amended, or (ii) Section 101 of the Bankruptcy Code.

(b) "Approval Order" shall be an order or orders of the Bankruptcy Court approving the sale of Seller's remaining assets pertaining to Transkrit.

(c) "Sales Tax" or "Sales Taxes" shall mean any federal, state, county, local, foreign and other sales, use, transfer, conveyance, documentary transfer, recording or other similar tax, fee or charge imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof,

and any penalty, addition to tax or interest with respect thereto, but such term shall not include any tax on, based upon or measured by, the net income, gains or profits from such sale, transfer or assignment of the property or any interest therein.

(d) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(e) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

II. TRANSFER OF ASSETS

2.1 *Assets to Be Sold.* Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire, and accept the following assets and rights (collectively, the "Assets");

(a) The equipment and related assets set forth on Schedule 2.1(a) (the "Equipment");

(b) The patents, patent applications and trademarks set forth on Schedule 2.1(b) (the "Intellectual Property,"") subject to the provisions of Section 2.2 below.

2.2 *Seller's License.* Seller has and shall retain, and Buyer hereby acknowledges that Seller has and retains, an exclusive license with the right to sublicense to sell certain DFS1000 folder sealers currently in inventory and previously manufactured for Seller by Tab Products Company.

2.3 *Parties' Intention.* It is the intention of the parties that all Intellectual Property rights, including patents, copyrights and trademarks, and machinery, proprietary information, customer information (to the extent separable) owned by Seller and used exclusively in connection with InfoSeal, are to be transferred pursuant to the terms of this agreement as Assets.

III. CLOSING

3.1 *Closing; Transfer of Possession; Certain Deliveries.*

(a) Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned pursuant to Article XI hereof, the closing of the transactions contemplated herein (the "Closing") shall take place on the fourth business day after entry of the Approval Order, or on such other date as the parties hereto shall mutually agree, such date to be as soon as practicable following entry of the Approval Order. The Closing shall be held at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue,

New York, New York 10153, at 10:00 a.m., local time, unless the parties hereto otherwise agree. The actual time and date of the Closing are herein called the "Closing Date."

(b) At the Closing, Seller shall deliver to Buyer:

(i) A duly executed bill of sale in form set forth on Schedule 3.1(b)(i);

(ii) The officer's certificate required to be delivered pursuant to Section 9.2(c) hereof;

(iii) The Lease (as defined below);

(iv) The assignment of Intellectual Property in the form set forth on Schedule 3.1(b)(iv);

(v) The non-exclusive license of "InfoSeal" the former Transkrit product" for a period of 120 days from the date of Closing;

(vi) All other instruments of conveyance and transfer, in form and substance reasonably acceptable to Buyer, as may be necessary to convey the Assets to Buyer or Buyer's designee; and

(vii) A certified copy of the Approval Order.

(c) At the Closing, Buyer shall deliver to Seller:

(i) The Purchase Price (as defined below) in immediately available funds;

(ii) The Security Deposit (as defined below); and

(iii) The officer's certificate required to be delivered pursuant to Section 9.3(c) hereof.

3.2 *Purchase Price.* In consideration for the Assets, and subject to the terms and conditions of this Agreement, Buyer shall pay to Seller at Closing in immediately available funds, by wire transfer to an account or accounts designated by Seller, an amount in cash equal to \$1,500,000 (the "Purchase Price"); provided, however, that on the date hereof, Buyer shall pay to Martin B. Epstein, Esq., as escrow agent for Buyer and Seller (the "Escrow Agent") in immediately available funds, by wire transfer to an account or accounts designated by Seller an earnest money deposit equal to \$75,000 (the "Earnest Money Deposit"). The Earnest Money Deposit shall be disbursed by the Escrow Agent to Seller at the time of Closing and shall be deducted from the total Purchase Price payable at the Closing. If this Agreement is terminated not as a

result of a material breach or material representation by Buyer, then the Escrow Agent shall return the Earnest Money Deposit to Buyer. If this Agreement is terminated as a result of a material breach or material representation by Buyer, then the Escrow Agent shall disburse the Earnest Money Deposit to Seller and Seller shall be entitled to retain the Earnest Money Deposit. The Escrow Agent has a fiduciary responsibility to disburse the Earnest Money Deposit in compliance with this Section 3.2

3.3 *Purchase Price Allocation.* The Purchase Price among the Assets shall be allocated as follows:

- (a) \$1,400,000 allocated to Equipment and
- (b) \$100,000 allocated to Intellectual Property.

IV. USE OF FACILITY; ACCESS; ETC.

4.1 *Use of Facility.* During the period commencing on the Closing Date and ending 120 days thereafter (the "Transition Period"), Seller shall provide Buyer with the use of 15,000 square feet of Seller's facility located at 1825 Blue Hills Circle Roanoke, VA 24012 (the "Facility") pursuant to a lease (the "Lease") to be entered into at the time of Closing, the form of which is attached hereto as Schedule 4.1. Buyer shall pay a security deposit of \$10,000 (the "Security Deposit") at the Closing.

4.2 *Access to Facility.* Buyer shall not interfere with Seller's ongoing efforts to sell the entire Facility and the remaining assets located at the Facility that Buyer is not acquiring and Buyer will cooperate with Seller during the Transition Period to make the Facility accessible to Seller and any prospective buyers of the Facility or such remaining assets upon reasonable notice.

4.3 *Operational Costs.* All costs associated with Buyer's use and operation of the Facility shall be solely Buyer's obligation, excluding utilities.

4.4 Except as specifically set forth herein, Seller makes no, and hereby disclaims all, representations and warranties of any kind or description, express or implied, with respect to the operation of the Facility.

V. EMPLOYEE MATTERS

5.1 *Employees.* All employees of Buyer employed at the Facility (the "Employees") shall be the sole responsibility of Buyer and Seller shall have no obligations or liability with respect to such Employees, including, but not limited to, coverage for health and welfare benefits, worker's compensation and short-term disability.

5.2 Buyer has advised Seller that it intends to hire certain present and former employees of Seller and Seller hereby acknowledges that it has no objection to such hiring.

5.3 Seller represents that the Employees are not unionized nor has there been any demand within the last 2 years for unionization of the Employees, nor is Seller a signatory to any collective bargaining agreement with respect to the Employees.

5.4 Seller sponsors certain "employee benefit plans" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) and certain other bonus, retention, incentive or deferred compensation, salary continuation, vacation or severance plan or arrangements, to which Seller contributes or is required to contribute (collectively, "Benefit Plans"). As of the Closing Date, Seller has paid all contributions which are due and required by the Benefit Plans and are otherwise compliant with the terms of the Benefit Plans and all applicable Laws, except where such non-compliance would not result in a material adverse affect on this transaction.

VI. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

6.1 *Existence, Good Standing and Power.* Seller is a corporation validly existing and in good standing under the laws of the State of its incorporation as specified in the Recitals, and has all requisite power and authority to own, lease and operate its Assets to be sold hereunder. Seller has all requisite power and authority to conduct its business as presently conducted. Subject to entry of the Approval Order, Seller has all requisite power and authority to execute and deliver this Agreement and the other documents and instruments to be executed and delivered by such Seller and to perform its obligations hereunder and thereunder.

6.2 *Authority.* The execution, delivery and performance of this Agreement and the other agreements contemplated hereby to be executed and delivered by Seller and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Seller.

6.3 *Execution and Binding Effect.* This Agreement has been duly and validly executed and delivered by Seller and constitutes, and each of the other agreements to be executed and delivered by Seller pursuant hereto upon its execution and delivery by Seller will constitute (assuming in each case the due and valid authorization, execution and delivery thereof by the other parties thereto and the entering of the Approval Order), a valid and legally binding obligation of Seller enforceable against Seller in accordance with its respective terms.

6.4 *No Violation.* Except as disclosed in Schedule 6.4 and to the extent there is no material adverse effect, the execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby, do not and will not conflict with or result in, with or without the giving of notice or lapse of time or both, any violation of or constitute a breach or default, or give rise to any right of acceleration, payment, amendment, cancellation or termination, under (a) the certificate of incorporation or bylaws of such Seller or any resolution adopted by the board of directors of such Seller and not rescinded, (b) subject to entry of the Approval Order, any agreement or other instrument to which Seller is a party or by which such Seller or any of its respective properties or assets is bound, (c) subject to entry of the Approval Order, any order of any governmental entity to which Seller is bound or subject, or (d) subject to entry of the Approval Order, any law applicable to Seller or any of its respective properties or assets.

6.5 *Title to Assets.* All of Seller's right, title and interest in the Assets shall be transferred to Buyer or its designee at Closing, free and clear of all liens, encumbrances or interests of third parties.

6.6 *Limitations on Seller's Representations and Warranties.* Buyer represents and hereby covenants and shall accept the Assets "AS IS," "WHERE IS" and "WITH ALL FAULTS" on the date hereof and on the Closing Date, subject to the terms and conditions of this Agreement. Except for the representations and warranties contained in this Agreement, Seller makes no other express or implied representation or warranty, including, without limitation, representations or warranties as to the condition of the Assets, their contents, the income derived or potentially to be derived from the Assets or the Business, or the expenses incurred or potentially to be incurred in connection with the Assets or the Business. Seller is not, and will not be, liable or bound in any manner by express or implied warranties, guarantees, statements, promises, representations or information pertaining to the Assets or the Business, made or furnished by any broker, agent, employee, servant or other person representing or purporting to represent Seller, unless the same is expressly set forth in this Agreement.

6.7 *Patents.* Schedule 2.1(b) sets forth an accurate and complete list of all patents, patent applications, including continuation, divisional, continuation-in-part, or reissue patent applications and patents issuing thereon owned by Seller which are necessary to practice the InfoSeal technology as currently being used by Seller in the Business ("Patents"). Except as may be set forth on Schedule 2.1(b), (a) to Seller's knowledge, Seller has not received any notice or claim challenging Seller's ownership of any of the Patents or asserting that any other third party has any material claim with respect thereto, (b) to the best knowledge of Seller, all of the Patents are currently in compliance in all material respects with applicable legal requirements regarding registration, (c) Seller is the owner of all right, title and interest in and to the Patents and (d) the Patents will be free and clear of all liens at the Closing. Seller agrees that at the Closing Seller shall execute such documents as may be recorded with the United

States Patent and Trademark Office ("USPTO") and after Closing such additional documents as may be necessary to record the transfer of the Patents pursuant to the terms of Section 2.1 hereof.

6.8 *Trademarks.* Schedule 2.1(b) sets forth an accurate and complete list of all registered trademarks and pending applications for registration of trademarks owned by Seller which are used in connection with the InfoSeal technology as currently being used by Seller in the Business ("Trademarks"). Except as may be set forth on Schedule 2.1(b), (a) Seller owns all right, title and interest in each of the Trademarks and (b) the Trademarks will be free and clear of all liens at the Closing. Seller agrees that at the Closing Seller shall execute such documents as may be recorded with the USPTO and after Closing such additional documents as may be necessary to record the transfer of the Trademarks pursuant to the terms of Section 2.1 hereof.

6.9 *Brokerage Commissions.* Buyer shall not be obligated to pay any brokerage commission to Hayt & Associates in connection with the transactions contemplated by this Agreement.

VII. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

7.1 *Existence, Good Standing and Power.* Buyer is a limited liability company validly existing and in good standing under the laws of the State of Virginia and has all requisite power and authority to own, lease and operate the property it now owns, leases and operates. Buyer has all requisite power and authority to conduct its business as presently conducted, to execute and deliver this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and to perform its obligations hereunder and thereunder. Buyer is duly authorized to transact business as a foreign corporation, and is in good standing, in the states in which the Business is conducted.

7.2 *Authority.* The execution, delivery and performance of this Agreement and the other agreements contemplated hereby to be executed and delivered by Buyer pursuant hereto and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Buyer.

7.3 *Execution and Binding Effect.* This Agreement has been duly and validly executed and delivered by Buyer and constitutes, and each of the other agreements to be executed and delivered by Buyer pursuant hereto upon its execution and delivery by Buyer will constitute (assuming, in each case, the due and valid authorization, execution and delivery thereof by the other parties thereto), a valid and legally binding obligation of Buyer, enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the

rights and remedies of creditors generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

7.4 *No Violation.* Except as disclosed in Schedule 7.4, the execution, delivery and performance by Buyer of this Agreement and the transactions contemplated hereby, do not and will not conflict with or result in, with or without the giving of notice or lapse of time or both, any violation of or constitute a breach or default, or give rise to any right of acceleration, payment, amendment, cancellation or termination, under (a) the certificate of incorporation or bylaws of Buyer or any resolution adopted by the board of directors of Buyer and not rescinded, (b) any agreement or other instrument to which Buyer is a party or by which Buyer or any of its respective properties or assets is bound, (c) any Order of any governmental entity to which Buyer is bound or subject or (d) any law applicable to Buyer or any of its respective properties or assets.

VIII. COVENANTS OF THE PARTIES

8.1 *Further Assurances.* On and after the Closing Date, the parties shall take all appropriate action and shall execute all documents, instruments or conveyances of any kind that may be reasonably necessary or advisable to carry out any of the provisions hereof.

8.2 *Payment of Sales Taxes and Tax Filings.*

(a) All Sales Taxes arising out of the transfer of the Assets and any Sales Taxes required to effect any recording or filing with respect thereto shall be borne by Buyer. The Sales Taxes shall be calculated assuming that no exemption from Sales Taxes is available, unless otherwise indicated in the Approval Order or, at Closing, Buyer shall provide an appropriate resale exemption certificate or other evidence acceptable to Seller of exemption from such Sales Taxes. Seller and Buyer shall cooperate to timely prepare and file any returns or other filings relating to such Sales Taxes, including any claim for exemption or exclusion from the application or imposition of any Sales Taxes. Seller shall pay such Sales Taxes and shall file all necessary documentation and returns with respect to such Sales Taxes when due, and shall promptly following the filing thereof furnish a copy of such return or other filing and a copy of a receipt showing payment of any such Sales Tax to Buyer, and Buyer shall reimburse Seller promptly for all of such Sales Taxes paid after giving effect to the Approval Order.

(b) Each party shall furnish or cause to be furnished to the others, upon request, as promptly as practicable, such information and assistance relating to the Assets and the Business as is reasonably necessary for filing of all tax returns, including any claim for exemption or exclusion from the application or imposition of any taxes or making of any election related to taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any tax return.

IX. CONDITIONS TO OBLIGATIONS OF PARTIES

9.1 Conditions Precedent to Obligations of Buyer and Seller.

The respective obligations of Buyer, on the one hand, and Seller, on the other hand, to close under this Agreement shall be subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) *No Injunction.* No preliminary or permanent injunction or other order issued by, and no proceeding or order by or before any governmental entity in the United States or by any United States governmental entity nor any law or order promulgated or enacted by any United States governmental entity shall be in effect or pending which materially delays, restrains, enjoins or otherwise prohibits or seeks to restrain, enjoin or otherwise prohibit the transactions contemplated hereby.

(b) *The Approval Order.* The Bankruptcy Court shall have entered the Approval Order.

(c) *Consents and Approvals.* All consents, waivers, authorizations and approvals of third persons as are necessary in connection with the transactions contemplated by this Agreement shall have been obtained, except for such consents, waivers, authorizations and approvals which would not have a material adverse effect and such consents and approvals which are not required due to the entry by the Bankruptcy Court of the Approval Order.

9.2 The obligation of Buyer to close under this Agreement is subject to the satisfaction (or waiver by Buyer) at or prior to the Closing Date of each of the following additional conditions:

(a) *Accuracy of Representations and Warranties.* The representations and warranties of Seller contained herein shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct in all material respects as of such date.

(b) *Performance of Agreements.* Seller shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by them prior to or at the Closing Date.

(c) *Officer's Certificate.* Buyer shall have received a certificate, dated the Closing Date, of an officer of Seller to the effect that the conditions specified in Sections 9.2(a) and (b) above have been fulfilled.

9.3 *Conditions Precedent to the Obligations of Seller.* The obligation of Seller to close under this Agreement is subject to the satisfaction (or

waiver by Seller) at or prior to the Closing Date of each of the following additional conditions:

(a) *Accuracy of Representations and Warranties.* The representations and warranties of Buyer contained herein shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, except to the extent that any such representations or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct as of such date.

(b) *Performance of Agreements.* Buyer shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it prior to or at the Closing Date.

(c) *Officer's Certificate.* Buyer shall have received a certificate, dated the Closing Date, of an officer of Seller to the effect that the conditions specified in Sections 9.3(a) and (b) above have been fulfilled.

X. INDEMNITIES

10.1 *Release and Indemnity by Buyer.* Buyer hereby releases Seller and each of its shareholders, employees, agents, officers and directors (collectively, the "Seller Indemnitees") and Buyer shall indemnify and hold harmless the Seller Indemnitees from, any and all claims, demands, complaints, liabilities, losses and damages arising from or relating to the Buyer's operation of the Facility.

XI. TERMINATION

11.1 *Termination.* This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

(a) By mutual consent of Buyer and Seller;

(b) By Seller, on the one hand, or Buyer, on the other, if Buyer or Seller, as the case may be, materially breach any of its obligations under this Agreement, unless such breach shall be cured within 10 business days after such other party shall have received notice of such breach in accordance with the terms hereof; or

(c) By any party not in breach of this Agreement, if there shall be any law or regulation that makes the consummation of the transactions contemplated hereby illegal or otherwise prohibited or if consummation of the transactions contemplated hereby would violate any nonappealable final order, decree or judgment of any court or governmental body having competent jurisdiction;

(d) By either party if the other party shall have committed a material misrepresentation under the terms of this Agreement; or

(e) By either party if the Approval Order shall not have been entered on or before May 31, 2001.

11.2 *Effect of Termination.* Article X hereof shall survive any termination of this Agreement.

XII. MISCELLANEOUS

12.1 *Expenses.* Each party shall bear all costs and expenses incurred or to be incurred by such party in connection with this Agreement and the consummation of the transactions contemplated hereby; provided, however all such expenses related to attorney expenses of Buyer and Seller shall be the sole obligation of Buyer; provided, further, Buyer shall not be obligated to pay any of Seller's attorney's expenses above \$5,000.

12.2 *Survival.* All representations and warranties of Buyer and Seller contained in this Agreement shall survive up to the Closing and shall terminate at and upon the Closing, after which no claims based on any alleged breach thereof may be asserted; provided, however, that, the covenants and agreements of the parties hereto shall survive the Closing in accordance with their terms.

12.3 *Assignment.* Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Seller without the prior written consent of Buyer, or by Buyer without the prior written consent of Seller; provided, however, that, Buyer may assign its rights and obligations hereunder, in whole or in part, to any wholly-owned subsidiary of Buyer, provided that no such assignment shall relieve Buyer of its liabilities and obligations hereunder if such assignee does not perform such obligations and provided, further that this Agreement may be assigned to one or more trustees appointed by the Bankruptcy Court to succeed to the rights of Seller. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and except as otherwise expressly provided herein, no other Person shall have any right, benefit or obligation hereunder. This Section shall not in any way restrict Buyer's ownership of or ability to assign Intellectual Property rights after Closing.

12.4 *Parties in Interest.* This Agreement shall be binding upon and inure solely to the benefit of Seller and Buyer, and except for the indemnification with respect to Affiliates pursuant to Article X, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement. Without limiting the foregoing, no direct or indirect holder of any equity interests or securities of either Seller or Buyer (whether such

holder is a limited or general partner, member, stockholder or otherwise); nor any Affiliate of either Seller or Buyer, nor any director, officer, employee, representative, agent or other controlling person of each of the parties hereto and their respective Affiliates shall have any liability or obligation arising under this Agreement or the transactions contemplated thereby.

12.5 *Notices.* Unless otherwise provided herein, any notice, request, instruction or other document to be given hereunder by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission (with such facsimile transmission confirmed by sending a copy of such notice, request, instruction or other document by certified mail, return receipt requested) or mailed by certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is acknowledged), as follows:

If to Seller: DIMAC Corp.
One Univac Lane
Windsor, Connecticut 06095
Attention: Robert Kamerschen
Fax: (860) 285-6423

With a copy to: Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Martin J. Bienenstock, Esq.
Fax: (212) 735-8007

If to Buyer: Dandrew Manufacturing LLC
New Jersey Business Forms Manufacturing
Corporation
55 West Sheffield Avenue
Engelwood, New Jersey 07631
Attention: David Harnett
Fax: (201) 569-5670

with a copy to: Martin Epstein
81 Main Street, Suite 415
White Plains, New York 10601
Fax: (914) 949-7827

or to such other place and with such other copies as either party may designate as to itself by written notice to the other party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.6 *Choice of Law.* This Agreement shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the Bankruptcy Code and the substantive laws of the State of New York, except that any provisions contained herein relating to the conveyance of interests in real property shall be governed by the substantive laws of the State in which the Real Property is located, in each case without regard to the conflict of law principles thereof or of any other jurisdiction.

12.7 *Entire Agreement; Amendments and Waivers.* This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. Except as set forth herein no party (or any employee or agent thereof) makes any representation or warranty, express or implied, to any other party with respect to this Agreement or the transactions contemplated hereby. No supplement, modification or waiver of this Agreement (including, without limitation, any schedule hereto) shall be binding unless the same is executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

12.8 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

12.9 *Invalidity.* If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties shall use their reasonable efforts, including, but not limited to, the amendment of this Agreement, to ensure that this Agreement shall reflect as closely as practicable the intent of the parties hereto on the date hereof.

12.10 *Headings.* The table of contents and the headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

12.11 *Exclusive Jurisdiction.* Without limiting any party's right to appeal any order of the Bankruptcy Court, (a) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated

hereby, and (b) any and all claims, actions, causes of action, suits and proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in 12.7 hereof.

12.12 *Waiver of Right to Trial by Jury.* Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

12.13 *Specific Performance.* Each of the parties hereto acknowledges that the other party hereto would be irreparably damaged in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions thereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction, in addition to any other remedy to which the parties may be entitled, at law, in equity or pursuant to this Agreement.

12.14 *Preparation of this Agreement.* Buyer and Seller hereby acknowledge that (i) Buyer and Seller jointly and equally participated in the drafting of this Agreement and all other agreements contemplated hereby, (ii) both Buyer and Seller have been adequately represented and advised by legal counsel with respect to this Agreement and the transactions contemplated hereby, and (iii) no presumption shall be made that any provision of this Agreement shall be construed against either party by reason of such role in the drafting of this Agreement and any other agreement contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of
the date first written above.

DANDREW MANUFACTURING LLC

By: David Harnett
Name: David Harnett
Title: Member

AMERICOMM DIRECT MARKETING, INC.

By: _____
Name: Robert Kamerschen
Title: Chairman and Chief Executive
Officer

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DANDREW MANUFACTURING LLC

By: _____
Name: David Harnett
Title: Member

AMERICOMM DIRECT MARKETING, INC.

By: Robert Kamerschen
Name: Robert Kamerschen
Title: Chairman and Chief Executive
Officer

Schedule 2.1(a)

Equipment

	R/H-Line 1	R/H Line 2	FS/H-Line 1	FS/H-Line 2
Unwind	52626/30	52821/3	52273/9	52626/29
LT Gluer/Dryer	52984/2	52853/3	52220/1	52624/2
1st SLA	52964/2	52801/1	52280/4	52638/4
2nd SLA	52964/1	52801/2	52801/3	52638/3
CM	53019/3	52852/2	52384/2	52384/1
SM	52997/3	52765/6	52384/5	52384/7
Gannicot	Custom	Custom	6311	
Hot Gluer	6720595			
Glue Applicator/Cut-off				
Folder	52836/5			
2nd CM	52978/3			
2nd SM	52982/4			
Rewind	52874/2	52147/32	Custom	
Folder	52994/2	52731/3	52322/1	
Turn Bar	52979/6	52236/7	52368-2	
Shingle Table	52470/29			52397/2
Tamarack Die Cutter	98050A-980701			
Nale	210593-560		21-0391-505	
Bowie	222091/07		22-0926/08	
MICR Mate	078 or 948		742	
Crown Fork Lift	7A110591			
Lantech Shrink Wrap				
Endoro Roll Turner	A906855			
ManLift	8102289			
Kalmar Fork Lift	182071A			

Shanklin L-sealer

All InfoSeal Machine(s) located at Seller's facilities

All InfoSeal Racking

All InfoSeal Dies

(2) Executive-type office furnishings

(4) Cubicles

(4) Office Equipment Related to Cubicles

InfoSeal Customer Files

Art - negatives

Quote Files

Art - Electronic

Customer & End User Histories

Job Tickets

Technical Manuals

Good Will

InfoSeal Marketing Information & Supplies

To the extent separable and transferable, Protection Files – Electronic and Estimating Software and Data Base, as described below.

The InfoSeal pricing system was built by Transkrit for Transkrit's exclusive use and is completely customized for this product line. It is built within Visual

TRADEMARK

REEL: 003952 FRAME: 0861

Schedule 2.1(a)

Equipment

Basic/Excel, and there are no requirements beyond Visual Basic/Excel. The current system resides on three platforms:

- * PC - Engine and Network interface
- * Server - Data (quote specification history)
- * AS400 - Protection Files (user history)

Seller will transfer to Buyer the program logic and data on the PC and Server. In addition, Seller will make the AS400 available (at Buyer's expense) for Buyer to retrieve historic and exclusive InfoSeal files for a period not less than 10 days and not more than 30 days after Closing.

Seller is not transferring to Buyer any rights to the AS400 or its operating systems.

Schedule 2.1(b)

Intellectual Property

Patents:

<u>Title</u>	<u>Country</u>	<u>Patent No./Issue Date</u>
ONE PIECE MAILER AND APPARATUS FOR FOLDING SAME	US	4,951,864 August 28, 1990
	Canada	1315316 March 30, 1993
	UK	2190652 November 28, 1990
	EPO	0271968 December 15, 1993
	France	0271968 December 15, 1993
	Germany	P3788511.1 December 15, 1993
	Belgium	0272808 April 13, 1994
	EPO	0272808 April 13, 1994
	France	0272808 April 13, 1994
	Germany	P3789614.8 April 13, 1994
	Italy	69059/BE/94 April 13, 1994
	Netherlands	0272808 April 13, 1994
	UK	0272808 April 13, 1994

NY2:1103574806UM76S061.DOC41568.0003

Schedule 2.1(b)

Intellectual Property

<u>Title</u>	<u>Country</u>	<u>Patent No./Issue Date</u>
AN APPARATUS FOR FOLDING AND SEALING A ONE PIECE MAILER	US	5,527,418 June 18, 1996
	Canada	2169389 February 13, 1996
	EPO	0726169 July 7, 1999
	UK	0726169 July 7, 1999
COMPOSITE OUTGOING MAILER AND RETURN ENVELOPE FORM	US	5,642,855 July 1, 1997
MAILER ASSEMBLY	US	6,079,615 June 27, 2000

Patent Applications:

METHOD OF PRODUCING PAPER SUBSTRATE WITH A TRANSLUCENT WINDOW	US (Provisional)	60/200825 April 28, 2000
METHOD OF PRODUCING PAPER SUBSTRATE WITH A TRANSLUCENT WINDOW	US (Non-provisional)	Application No. to be assigned April 27, 2001

NY2A1035748106M76S061.DOC#1568.0003

Schedule 2.1(b)

Intellectual Property

Trademarks:

<u>Mark</u>	<u>Country</u>	<u>Registration No./Issue Date</u>
INFOSEAL	US	1,460,046 October 6, 1987
INFOSEAL	Australia	770388 April 6, 1999
INFOSEAL	Canada	359,117 August 4, 1989
INFOSEAL	Germany	394 06 588 December 5, 1995
INFOSEAL	Ireland	174691 November 13, 1995
INFOSEAL	UK	1581392 August 9, 1994
INFOSEAL	UK	1581391 August 9, 1994

Trademark Applications:

<u>Mark</u>	<u>Country</u>	<u>Application No./File Date</u>
TRANSVUE	US	75/639629 February 11, 1999
INFOSEAL	US	Application No. to be assigned April 25, 2001

NY2A1035748106M76S061.DOC41568.0003

Schedule 2.1(b)

Intellectual Property

Liens:*

<u>Mark</u>	<u>Country</u>	<u>Registration No./Issue Date</u>	<u>Lienor</u>
INFOSEAL	US	1,460,046 October 6, 1987	Credit Suisse First Boston
<u>Patent Title</u>	<u>Country</u>	<u>Patent No./Issue Date</u>	<u>Leinor</u>
ONE PIECE MAILER AND APPARATUS FOR FOLDING SAME	US	4,951,864 August 28, 1990	Credit Suisse First Boston
AN APPARATUS FOR FOLDING AND SEALING A ONE PIECE MAILER	US	5,527,418 June 18, 1996	Credit Suisse First Boston
COMPOSITE OUTGOING MAILER AND RETURN ENVELOPE FORM	US	5,642,855 July 1, 1997	Credit Suisse First Boston
MAILER ASSEMBLY	US	6,079,615 June 27, 2000	Credit Suisse First Boston

* Such liens held by Credit Suisse First Boston will be released at Closing and Seller will provide sufficient documentation to Buyer to record the release of such liens. Seller shall provide sufficient documentation to Buyer to record the release of any liens on the Intellectual Property held by Heller Financial, Inc.

NY2\1035748\06\M76S06L\DOC\41568.0003

Schedule 2.1(b)

Intellectual Property

Licenses:

1. License Agreement dated as of July 1, 1994 by and between Transkrit Corporation and Wilkes-Cerdac Limited, granting a license for the following:

Mark:

INFOSEAL

Patents:

<u>Title</u>	<u>Country</u>	<u>Patent No./Issue Date</u>
ONE PIECE MAILER AND APPARATUS FOR FOLDING SAME	US	4,951,864 August 28, 1990
ONE PIECE MAILER AND APPARATUS FOR FOLDING SAME	UK	2190652 November 28, 1990

U.S. Patent Applications:

07/647,165
08/125,494

European Patent Applications:

87 304 428.3
87 310 379.0
93 302 134.7

2. License Agreement dated as of July 1, 1998 by and between AmeriComm Direct Marketing, Inc. and Champion Forms Australia Pty Ltd, granting a license for the mark INFOSEAL.

NY2:A1035748\06\4768061.DOC\41568.0003