

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
National Envelope Corporation	06/11/2010
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7603790
Application Number:	12047172
PCT Number:	US0869747
CORRESPONDENCE DATA	
Fax Number:	(212)230-7740
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-318-6556
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Correspondent Name:	Kathleen Mangual
Address Line 1:	c/o Paul Hastings, LLP
Address Line 2:	75 East 55th Street
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	56704.00099 NEC
NAME OF SUBMITTER:	Kathleen Mangual
Total Attachments: 29 source=Executed DIP Intellectual Property Security Agreement#page1.tif	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of June 11, 2010, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (in such capacity, "Agent") for itself and the lenders from time to time party to the Credit Agreement described below ("Lenders").

WITNESSETH:

WHEREAS, on June 10, 2010 (the "Petition Date"), NEC Holdings Corp., a Delaware corporation, as debtor-in-possession ("Holdings"), Borrowers and their Subsidiaries (collectively, the "Debtors") commenced Chapter 11 Case Nos. 10-11890-PJW through 10-11917-PJW, as administratively consolidated at Chapter 11 Case No. 10-11890-PJW (collectively, the "Chapter 11 Case") by filing separate voluntary petitions for relief under Chapter 11, 11 U.S.C. §§101 et seq. (the "Bankruptcy Code"), with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, pursuant to that Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of the date hereof, by and among NEC, as debtor-in-possession, AND EACH OF THE OTHER BORROWERS SIGNATORY THERETO (each, a "Borrower" and collectively referred to herein as the "Borrowers"), as debtors-in-possession, Holdings, the other Credit Parties signatory thereto, as debtors-in-possession, Agent, and the Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including any replacement agreement therefore, being hereinafter referred to as the "Credit Agreement"), Lenders have agreed to make certain Loans to and to incur certain Letter of Credit Obligations for the benefit of the Grantors;

WHEREAS, each of the Grantors and each of the other Credit Parties continue to operate its business and manage its property as debtor and debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made and the other financial accommodations made available to each of the Borrowers under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a security interest and continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, to induce Agent and Lenders to enter into the Credit Agreement and to provide the extensions of credit under the Credit Agreement, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations of each Grantor now or hereafter existing from time to time, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien (as applicable) upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that, as of the Closing Date, each Grantor owns or has rights to use all Intellectual Property necessary to continue to conduct its business as now or heretofore conducted by it or proposed to be conducted by it. Each Trademark and Copyright registered with or that is the subject of an application with the United States Patent and Trademark Office, or its foreign equivalents, or the United States Copyright Office or its foreign equivalents, as applicable, each Patent and each License is listed, together with application or registration numbers, as applicable, in Schedule I, Schedule II and Schedule III, respectively, hereto. Each Grantor, jointly and severally, represents and warrants that, except as set forth in Disclosure Schedule (3.15) to the Credit Agreement, all Patents, Trademarks and Copyrights which are necessary or material to the operations of such Grantor have been registered with the United States Patent and Trademark Office or its foreign equivalents or the United States Copyright Office or its foreign equivalents, as applicable. Each Grantor conducts its business and affairs without infringement of or interference with any Intellectual Property of any other Person in any material respect. Except as set forth in Disclosure Schedule (3.15) to the Credit Agreement, no Grantor is aware of any infringement claim by any other Person with respect to any Intellectual Property. Upon the entry of the Interim Order and the Final Order (as applicable), this Intellectual Property Security Agreement is effective to create a valid and continuing security interest in and Lien on (as applicable) and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of such Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon entry of the Interim Order and the Final Order (as applicable) and filing by Agent of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's security interest in and Lien on (as applicable) Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of such Grantor contained in the Security Agreement with respect to the Intellectual Property Collateral, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent 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 Intellectual Property 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. If any provision of this Intellectual Property Security Agreement conflicts with any provision in the Financing Orders, the provision in the Financing Orders shall govern and control.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Security Agreement may be executed by manual signature, facsimile, pdf, or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

11. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Grantors with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Intellectual Property Security Agreement or any other Loan Document, conflicts with any provision in the Credit Agreement, the provision in the Credit Agreement shall govern and control.

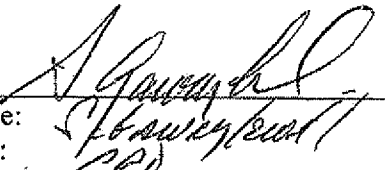
12. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVERS. SECTIONS 11.9 AND 11.13 OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN MUTATIS MUTANDIS.

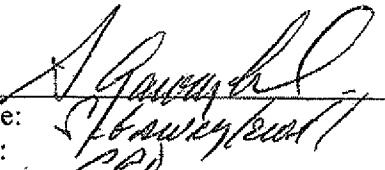
13. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement and, specifically, the provisions of Section 12, with its counsel.

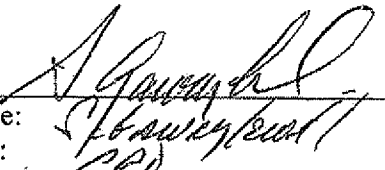
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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

NATIONAL ENVELOPE CORPORATION
NATIONAL ENVELOPE CORPORATION- EAST
NATIONAL ENVELOPE - CHINO LLC
NATIONAL ENVELOPE - GRAND PRAIRIE LLC
NATIONAL ENVELOPE - LENEXA LLC
NATIONAL ENVELOPE - ELK GROVE VILLAGE LLC
NATIONAL ENVELOPE - AECO LLC
NATIONAL ENVELOPE - SPECIALTIES GROUP LLC
NATIONAL ENVELOPE - HOUSTON LLC
NATIONAL ENVELOPE - SHELBYVILLE EQUITY LLC
NATIONAL ENVELOPE - EXTON EQUITY LLC
NATIONAL ENVELOPE - NASHVILLE EQUITY LLC
NATIONAL ENVELOPE - HOUSTON EQUITY LLC
NATIONAL ENVELOPE - LEASING LLC
NEC HOLDINGS CORP.
NATIONAL ENVELOPE - WH LLC
NATIONAL ENVELOPE - SCOTTDALE LLC
NATIONAL ENVELOPE - APPLETON LLC
NATIONAL ENVELOPE - AURORA LLC
NATIONAL ENVELOPE - CORSICANA LLC
NATIONAL ENVELOPE - CITY OF INDUSTRY LLC
NEW YORK ENVELOPE CORP.
NATIONAL ENVELOPE CORPORATION - NORTH
NATIONAL ENVELOPE CORPORATION - SOUTH
NATIONAL ENVELOPE CORPORATION - CENTRAL
OLD COLONY ENVELOPE CORP.
ARISTOCRAT ENVELOPE CORPORATION
NATIONAL ENVELOPE - ENNIS LLC

By: 

Name: 

Title: 
CEO

Acknowledged and Agreed:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: Joseph D. Catarina
Name:

Title: Duly Authorized Signatory

Joseph D. Catarina
Duly Authorized Signatory

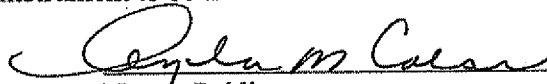
ACKNOWLEDGMENT OF GRANTORS

STATE OF Delaware

COUNTY OF New Castle

ss.

On this 11th day of June, 2010 before me personally appeared Steve Gawrylewski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of NATIONAL ENVELOPE CORPORATION, NATIONAL ENVELOPE CORPORATION- EAST, NEW YORK ENVELOPE CORP., NATIONAL ENVELOPE CORPORATION- NORTH, NATIONAL ENVELOPE CORPORATION- SOUTH, NATIONAL ENVELOPE CORPORATION- CENTRAL, OLD COLONY ENVELOPE CORP. and ARISTOCRAT ENVELOPE CORPORATION who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that they acknowledged said instrument to be the free act and deed of said corporations.


Notary Public

{seal}

ANGELA M. COLSON
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Aug. 31, 2011

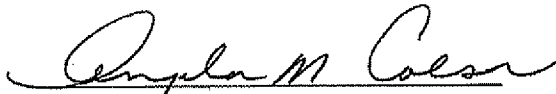
ACKNOWLEDGMENT OF GRANTORS

STATE OF Delaware

SS.

COUNTY OF New Castle

On this 11th day of June, 2010 before me personally appeared Steve Gawrylewski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of NATIONAL ENVELOPE-SPECIALTIES GROUP LLC, NATIONAL ENVELOPE-HOUSTON LLC, NATIONAL ENVELOPE-SHELBYVILLE EQUITY LLC, NATIONAL ENVELOPE-EXTON EQUITY LLC, NATIONAL ENVELOPE-NASHVILLE EQUITY LLC, NATIONAL ENVELOPE-HOUSTON EQUITY LLC, NATIONAL ENVELOPE-LEASING LLC and NATIONAL ENVELOPE – ENNIS LLC who being by me duly sworn did depose and say that he is an authorized officer of said limited liability companies, that the said instrument was signed on behalf of said limited liability companies as authorized by the Board of Directors of National Envelope Corporation, the sole member of National Envelope – AECO LLC, which is in turn is the sole member of the limited liability companies and that they acknowledged said instrument to be the free act and deed of said limited liability companies.


Notary Public

{seal}

ANGELA M. COLSON
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Aug. 31, 2011

ACKNOWLEDGMENT OF GRANTORS

STATE OF Delaware)
COUNTY OF New Castle)

SS.

On this 11th day of June, 2010 before me personally appeared Steve Gawrylewski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of NATIONAL ENVELOPE- LENEXA LLC, NATIONAL ENVELOPE- CHINO LLC, NATIONAL ENVELOPE- GRAND PRAIRIE LLC, NATIONAL ENVELOPE- ELK GROVE VILLAGE LLC, NATIONAL ENVELOPE- AECO LLC, and NATIONAL ENVELOPE - WH LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability companies, that the said instrument was signed on behalf of said limited liability companies as authorized by the Board of Directors of National Envelope Corporation, the sole member, and/or manager of the limited liability companies and that they acknowledged said instrument to be the free act and deed of said limited liability companies.



Notary Public

{seal}

ANGELA M. COLSON
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Aug. 31, 2011

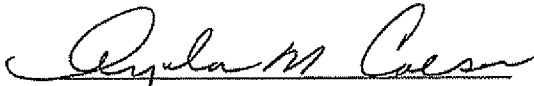
ACKNOWLEDGMENT OF GRANTORS

STATE OF Delaware

ss.

COUNTY OF New Castle

On this 11th day of June, 2010 before me personally appeared Steve Gawrylewski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of NATIONAL ENVELOPE – CITY OF INDUSTRY LLC, NATIONAL ENVELOPE – AURORA LLC, NATIONAL ENVELOPE - SCOTTDALE LLC, NATIONAL ENVELOPE – CORSICANA LLC and NATIONAL ENVELOPE - APPLETON LLC who being by me duly sworn did depose and say that he is an authorized officer of such limited liability companies, that the said instrument was signed on behalf of said limited liability companies as authorized by the Board of Directors of National Envelope Corporation, the manager of National Envelope - WH LLC, which in turn is the sole member of the limited liability companies and that they acknowledged said instrument to be the free act and deed of said limited liability companies.


Notary Public

{seal}

ANGELA M. COLSON
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Aug. 31, 2011

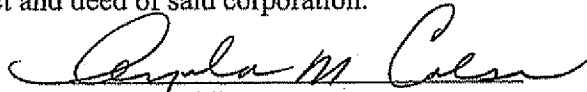
ACKNOWLEDGMENT OF GRANTOR

STATE OF Delaware)

COUNTY OF New Castle)

ss.

On this 11th day of June, 2010 before me personally appeared Steve Gawrylewski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NEC HOLDINGS CORP., who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that they acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

ANGELA M. COLSON
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Aug. 31, 2011

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, 200__, is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement, dated as of June 11, 2010 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between NATIONAL ENVELOPE CORPORATION, a New York corporation, NATIONAL ENVELOPE CORPORATION – EAST, a New Jersey corporation, NATIONAL ENVELOPE - CHINO LLC, a California limited liability company, NATIONAL ENVELOPE – GRAND PRAIRIE LLC, a Texas limited liability company, NATIONAL ENVELOPE – LENEXA LLC, a Kansas limited liability company, NATIONAL ENVELOPE – ELK GROVE LLC, an Illinois limited liability company, NATIONAL ENVELOPE – AECO LLC, a Delaware limited liability company, NATIONAL ENVELOPE – SPECIALTIES GROUP LLC, a Delaware limited liability company, NATIONAL ENVELOPE – HOUSTON LLC, a Delaware limited liability company, NATIONAL ENVELOPE – SHELBYVILLE EQUITY LLC, a Delaware limited liability company, NATIONAL ENVELOPE – EXTON EQUITY LLC, a Delaware limited liability company, NATIONAL ENVELOPE – NASHVILLE EQUITY LLC, a Delaware limited liability company, NATIONAL ENVELOPE – HOUSTON EQUITY LLC, a Delaware limited liability company, NATIONAL ENVELOPE – LEASING LLC, a Delaware limited liability company, NATIONAL ENVELOPE – WH LLC, a New York limited liability company, NATIONAL ENVELOPE – SCOTTDAL E LLC, a Pennsylvania limited liability company, NATIONAL ENVELOPE – APPLETON LLC, a Wisconsin limited liability company, NATIONAL ENVELOPE - AURORA LLC, a Colorado limited liability company, NATIONAL ENVELOPE – CORSICANA LLC, a Texas limited liability company, NATIONAL ENVELOPE – CITY OF INDUSTRY LLC, a California limited liability company, NEC HOLDINGS CORP., a Delaware corporation, NATIONAL ENVELOPE – ENNIS LLC, a Delaware limited liability company, the other Credit Parties signatory thereto, as Grantors, the Persons signatory thereto from time to time as Lenders and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name: _____
Title: _____

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States and Foreign Patents

<i>Grantor</i>	<i>Patent Title</i>	<i>Country</i>	<i>App. No./Patent No.</i>
NATIONAL ENVELOPE CORPORATION	APPARATUS AND METHOD FOR DETERMINING WHETHER AN ENVELOPE IS IN OR OUT OF SPECIFICATION	United States	11/760,999 7,603,790 (Issued on 10/20/2009)

United States and Foreign Patent Applications

<i>Grantor</i>	<i>Patent Application Title</i>	<i>Country</i>	<i>App. No./Pub. No.</i>
NATIONAL ENVELOPE CORPORATION	APPARATUS AND METHOD FOR DETERMINING WHETHER AN ENVELOPE IS IN OR OUT OF SPECIFICATION	European Union	08103260.9 EP2014456
NATIONAL ENVELOPE CORPORATION	APPARATUS AND METHOD FOR DETERMINING WHETHER AN ENVELOPE IS IN OR OUT OF SPECIFICATION	Canada	CA2630172
NATIONAL ENVELOPE CORPORATION	APPARATUS AND METHOD FOR DETERMINING WHETHER AN ENVELOPE IS IN OR OUT OF SPECIFICATION	Mexico	MX2008007494
NATIONAL ENVELOPE CORPORATION	ENVELOPE GUM DETECTION	Canada	CA2599323
NATIONAL ENVELOPE CORPORATION	ENVELOPE GUM DETECTION	European Union	07115793.7

25727650.3
LEGAL_US_E # 38463380.1

Grantor	Patent Application Title	Country	App. No./Pub. No.
			EP1900506
NATIONAL ENVELOPE CORPORATION	ENVELOPE GUM DETECTION	Mexico	MX2007011259
NATIONAL ENVELOPE CORPORATION	FLEXIBLE MEDIA PACKAGING	United States	12/047,172 US20080230592
NATIONAL ENVELOPE CORPORATION	FLEXIBLE MEDIA PACKAGING	Canada	CA2626265
NATIONAL ENVELOPE CORPORATION	FLEXIBLE MEDIA PACKAGING	European Union	08102705.4 EP1972568
NATIONAL ENVELOPE CORPORATION	FLEXIBLE MEDIA PACKAGING ENVELOPE	Mexico	MX2008003833
NATIONAL ENVELOPE CORPORATION	SEAL GUM THICKNESS MEASUREMENT	Canada	CA2609576
NATIONAL ENVELOPE CORPORATION	SEAL GUM THICKNESS MEASUREMENT	European Union	07120291.5 EP1935628
NATIONAL ENVELOPE CORPORATION	SEAL GUM THICKNESS MEASUREMENT	Mexico	MX2007015808
NATIONAL ENVELOPE CORPORATION	SEAM ENVELOPE GAUGE SYSTEMS AND METHODS	Patent Cooperation Treaty	PCT/US2008/069747 WO/2009/012133

Patent Licenses

None.

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SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks Registered or Applied for with the United States Patent and Trademark Office,
State Offices or Foreign Equivalents to the United States Patent and Trademark Offices

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope – Specialties Group LLC and National Envelope – Houston LLC	AECO	United States	74/410,225	1,827,460
National Envelope – Specialties Group LLC and National Envelope – Houston LLC	AECO & Design	United States	73/007,911	1,015,270
National Envelope – Specialties Group LLC and National Envelope – Houston LLC	ATENCO & Design	United States	73/209,459	1,173,158
National Envelope – Specialties Group LLC and National Envelope – Houston LLC	ATLANTIC ENVELOPE COMPANY	United States	74/426,310	1,853,637
Atlantic Envelope Company	ATLANTIC ENVELOPE COMPANY	Texas	53940	53940
Atlantic Envelope Company	ATLANTIC ENVELOPE COMPANY	Texas	53939	53939
Atlantic Envelope Company	BIODEGRADABLE WINDOW FILM & Design	United States	78/974,533	3,478,326
National Envelope Corporation	BIODEGRADABLE WINDOW FILM & Design	European Union Community Trademark (CTM)	5644802	5644802

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Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	BIODEGRADABLE WINDOW FILM & Design	Canada	1,331,747	TMA737,641
National Envelope Corporation	BRILLIANT BY WILLIAMHOUSE	Canada	1,142,746	TMA601,133
Williamhouse LLC	BRILLIANT HOLIDAY COLLECTION	Canada	1,142,749	TMA601,132
National Envelope Corporation	COLOR TECH	Canada	1,143,125	TMA592,354
National Envelope Corporation	COMBINE-VELOPE	United States	72/113,767	0,722,594
National Envelope Corporation	COMPOSTABLE & Design	United States	77/016,044	3,493,146
National Envelope Corporation	COMPOSTABLE & Design	Mexico	847473	992096
National Envelope Corporation	COMPOSTABLE & Design	European Union Community Trademark (CTM)	5854187	5854187
National Envelope Corporation	COMPOSTABLE & Design	Canada	1,342,461	N/A
National Envelope Corporation	Design (Eagle in Flight)	United States	78/726,827	3,331,555
National Envelope Corporation	Design (Eagle in Flight)	Mexico	775918	936211
National Envelope Corporation	Design (Eagle in Flight)	Mexico	775916	940657
National Envelope Corporation	Design (Eagle in Flight)	European Union Community Trademark (CTM)	5024625	5024625

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	Design (Eagle in Flight)	Canada	1,295,145	TMA745,579
National Envelope Corporation	Design [NEC Logo]	United States	73/381,217	1,276,514
National Envelope Corporation	Design [NEC Logo]	United States	73/381,442	1,274,284
National Envelope Corporation	EARTH WOVE & Design	United States	74/147,708	1,677,601
National Envelope Corporation	EASY WRAP	United States	77/149,955	3,570,422
National Envelope Corporation	EASY WRAP	Canada	1,360,285	N/A
National Envelope Corporation	EASY WRAP & Design	United States	77/489,775	N/A
National Envelope Corporation	EASY WRAP & Design	European Union Community Trademark (CTM)	7263882	7263882
National Envelope Corporation	EASY WRAP & Design	Canada	1,416,324	N/A
National Envelope Corporation	ENVELOPES 101	United States	77/385,527	3,585,623
National Envelope Corporation	ENVELOPES 101	Mexico	928847	1042640
National Envelope Corporation	ENVELOPES 101	Mexico	928862	1044037
National Envelope Corporation	ENVELOPES 101	European Union Community Trademark (CTM)	6936521	6936521

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	ENVELOPES 101	Canada	1,389,455	TMA763,039
National Envelope Corporation	ENVELOPES 101 BUILDING SUCCESS THROUGH PRODUCT KNOWLEDGE & Design	Mexico	928852	1051874
National Envelope Corporation	ENVELOPES 101 BUILDING SUCCESS THROUGH PRODUCT KNOWLEDGE & Design	Mexico	928859	1047397
National Envelope Corporation	ENVELOPES 101 BUILDING SUCCESS THROUGH PRODUCT KNOWLEDGE & Design	European Union Community Trademark (CTM)	6939078	6939078
National Envelope Corporation	ENVELOPES 101 BUILDING SUCCESS THROUGH PRODUCT KNOWLEDGE & Design	Canada	1,389,458	N/A
National Envelope Corporation	ENVELOPES 101 BUILDING SUCCESS THROUGH PRODUCT KNOWLEDGE... & Design	United States	77/387,009	3,675,078
National Envelope Corporation	ENVELOPES 101 HELPING YOU BUILD YOUR SALES & Design	United States	77/386,949	3,585,635
National Envelope Corporation	ENVELOPES 101 HELPING YOU BUILD YOUR SALES & Design	Mexico	928856	1051215
National Envelope Corporation	ENVELOPES 101 HELPING YOU BUILD YOUR SALES & Design	Mexico	928875	1045446

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	ENVELOPES 101 HELPING YOU BUILD YOUR SALES & Design	European Union Community Trademark (CTM)	6939086	6939086
National Envelope Corporation	ENVELOPES 101 HELPING YOU BUILD YOUR SALES & Design	Canada	1,389,456	TMA762,176
National Envelope – Specialties Group LLC and National Envelope – Houston LLC	E-Z TRIEVE	United States	73/217,734	1,156,345
National Envelope Corporation	FLAKJACKET	United States	76/108,484	2,698,326
Williamhouse LLC	FLAKJACKET	Canada	1,142,747	TMA603,519
National Envelope – Specialties Group LLC and National Envelope – Houston LLC	FLEXOBLE	United States	76/528,185	3,033,425
National Envelope Corporation	FULL CIRCLE	United States	77/150,102	3,573,225
National Envelope Corporation	FULL CIRCLE	Mexico	876297	1027170
National Envelope Corporation	FULL CIRCLE	European Union Community Trademark (CTM)	6236723	6236723
National Envelope Corporation	FULL CIRCLE	Canada	1,360,287	N/A

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope – Specialties Group LLC and National Envelope – Houston LLC	JUST ADD COLOR	United States	76/521,900	2,842,711
National Envelope Corporation	KENTKRAFT	United States	76/343,009	2,615,255
Williamhouse LLC	KENTKRAFT	Canada	1,142,176	TMA597,700
National Envelope Corporation	KENTWOVE	United States	73/059,412	1,042,271
Williamhouse LLC	KENTWOVE	Canada	1,142,750	TMA601,953
National Envelope Corporation	LOUISE	Canada	1,158,341	TMA602,957
Williamhouse LLC	LUXOR	Canada	1,142,751	TMA602,876
National Envelope Corporation	MADE WITH 100% WIND POWER & Design	United States	77/498,987	N/A
National Envelope Corporation	MADE WITH 100% WIND POWER & Design	European Union Community Trademark (CTM)	7263924	7263924
National Envelope Corporation	MADE WITH 100% WIND POWER & Design	Canada	1,416,696	N/A
National Envelope Corporation	NATIONAL	Canada	1,143,126	TMA607,172
National Envelope Corporation	NATIONAL ENVELOPE	United States	78/623,149	3,418,238
National Envelope Corporation	NATIONAL ENVELOPE	Canada	1,147,125	TMA602,955

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	NATIONAL ENVELOPE & Design	United States	78/617,171	3,308,550
National Envelope Corporation	NATIONAL ENVELOPE & Design	Mexico	718372	900559
National Envelope Corporation	NATIONAL ENVELOPE & Design	Mexico	718373	900560
National Envelope Corporation	NATIONAL ENVELOPE & Design	European Union Community Trademark (CTM)	4446308	4446308
National Envelope Corporation	NATIONAL ENVELOPE & Design	Canada	1,258,156	TMA 676,651
National Envelope Corporation	NATIONAL ENVELOPE CORPORATION	Mexico	720196	922747
National Envelope Corporation	NATIONAL ENVELOPE CORPORATION	Mexico	720198	922748
National Envelope Corporation	NATIONAL ENVELOPE CORPORATION	European Union Community Trademark (CTM)	4446291	4446291
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	Vietnam	Not provided	956538
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	United States	77/189,753	3,470,443
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	Singapore	T0804674H	T0804674

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	New Zealand	779758	779758
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	Mongolia	Not provided	956538
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	Mexico	868245	1010185
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	Madrid Protocol (TM)	None	956538
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	Japan	None	956538
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	Hong Kong	300997804	300997804
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	European Union Community Trademark (CTM)	6092068	6092068
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	China	Not yet provided	N/A
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	Canada	1,353,554	TMA746,442
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	Bhutan	None	956528

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	Australia	1234126	1234126
National Envelope Corporation	NOBILITY	United States	74/301,325	1,764,467
National Envelope Corporation	NOBILITY	Canada	1,143,127	TMA664,697
National Envelope Corporation	NY & Design	United States	73/381,231	1,247,058
National Envelope Corporation	OLD COLONY	United States	76/285,214	2,640,959
National Envelope Corporation	PEEL & SEEL	United States	72/367,780	0,924,722
National Envelope Corporation	PEEL & SEEL	European Union Community Trademark (CTM)	528208	528208
National Envelope Corporation	PEEL & SEEL	Canada	0,775,543	TMA504,141
National Envelope Corporation	PEEL & SEEL & Design	United States	76/428,806	2,758,428
National Envelope Corporation	PEEL & SEEL & Design	Canada	1,143,128	TMA607,171
National Envelope Corporation	PEEL N SEAL ENVELOPES	Canada	0733655	TMA434,320
National Envelope Corporation	PERFECT VISION	United States	73/520,344	1,356,577
Williamhouse LLC	PERFECT VISION	Canada	1,142,752	TMA602,807
National Envelope Corporation	PRESERVATION 100 PCW	Mexico	922676	1050507

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	PRESERVATION 100 PCW	European Union Community Trademark (CTM)	6804751	6804751
National Envelope Corporation	PRESERVATION WOVE	United States	74/015,399	1,628,271
Williamhouse LLC	PRESERVATION WOVE	Canada	1,142,753	TMA604,128
National Envelope Corporation	PRESERVATION WOVE 100	Mexico	922675	1050506
National Envelope Corporation	PRESERVATION WOVE 100	European Union Community Trademark (CTM)	6804736	6804736
National Envelope Corporation	PRESERVATION WOVE 100 PCW	Mexico	922674	1050505
National Envelope Corporation	PRESERVATION WOVE 100 PCW	European Union Community Trademark (CTM)	6804744	6804744
National Envelope Corporation	PRINTED WITH SOY INK & Design	United States	78/974,569	3,474,140
National Envelope Corporation	PRINTED WITH SOY INK & Design	European Union Community Trademark (CTM)	5644761	5644761

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	PRINTED WITH SOY INK & Design	Canada	1,331,094	TMA737,790
National Envelope Corporation	PRINTMASTER	United States	76/265,861	2,708,542
National Envelope Corporation	PRINTMASTER	Canada	1,143,129	TMA592,030
National Envelope Corporation	PRINTS COLLECTION	United States	76/440,185	2,848,663
Williamhouse LLC	PRINTS COLLECTION	Canada	1,142,754	TMA607,810
National Envelope Corporation	RAWHIDE	United States	72/274,539	0,849,415
National Envelope Corporation	SHIMMERPRINT	Mexico	865192	1029564
National Envelope Corporation	SHIMMERPRINT	Mexico	865,191	998747
National Envelope Corporation	SIMPLE SEAL	United States	75/491,520	2,236,851
National Envelope Corporation	SIMPLE SEAL	Canada	1,143,132	TMA607,476
National Envelope Corporation	SMART CARD GUARD	United States	77/108,648	3,497,351
National Envelope Corporation	SMART CARD GUARD	Canada	1,353,438	N/A
National Envelope Corporation	SMART CARD GUARD BY NATIONAL ENVELOPE & Design	European Union Community Trademark (CTM)	7507874	7507874
National Envelope Corporation	TAC-N-TAC & Design	United States	73/215,538	1,196,195
National Envelope Corporation	TAC-N-TAC & Design	Canada	1,143,131	TMA592,137

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	TX3	United States	75/661,956	2,398,664
Williamhouse LLC	TX3	Canada	1,142,755	TMA604,129
Williamhouse of Wisconsin LLC	WILLIAMHOUSE	Wisconsin	Does not assign numbers.	Does not assign numbers
National Envelope Corporation	WILLIAMHOUSE	United States	76/366,402	2,680,484
Williamhouse LLC	WILLIAMHOUSE	European Union Community Trademark (CTM)	528364	528364
National Envelope Corporation	WILLIAMHOUSE	Canada	1,142,756	TMA602,912
Williamhouse LLC	WILLIAMHOUSE & Design	Canada	1,142,757	TMA600,878
National Envelope Corporation	WILLIAMHOUSE BY NATIONAL ENVELOPE	United States	78/628,456	3,581,685
Williamhouse LLC	WILLIAMHOUSE BY NATIONAL ENVELOPE	Mexico	718374	939015
National Envelope Corporation	WILLIAMHOUSE BY NATIONAL ENVELOPE	Mexico	718375	900561
Williamhouse LLC	WILLIAMHOUSE BY NATIONAL ENVELOPE	European Union Community Trademark (CTM)	4446274	4446274

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
National Envelope Corporation	WILLIAMHOUSE BY NATIONAL ENVELOPE	Canada	1,259,736	TMA716858
Williamhouse of Wisconsin LLC	WILLIAMHOUSE OF WISCONSIN	Wisconsin	Does not assign numbers	Does not assign numbers

Trademark Licenses

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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National Envelope – Specialties Group LLC and National Envelope – Houston LLC	Web 2 Plate Software	United States	TX-1-250-974

Copyright Licenses

None.

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