FORM PTO-1618A Expires 06/30/99 CMB 0651-0027

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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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RECORDATION FORM COVER SHEET2: 50 TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks	: Please record the attached original document(s) or copy(ies).
Submission Type	Conveyance Type
X New	Assignment License
Resubmission (Non-Recordation) Document ID # Correction of PTO Error Reel # Frame #	X Security Agreement Nunc Pro Tunc Assignment Effective Date Month Day Year Change of Name
Corrective Document Reel # Frame #	
	Other
Conveying Party	Mark if additional names of conveying parties attached Execution Date
Name Bemiss-Jason Corp.	Month Day Year
-	
Formerly	
Individual General Partnership	Limited Partnership X Corporation Association
Other	
X Citizenship/State of Incorporation/Organiza	tion Delaware
Receiving Party	Mark if additional names of receiving parties attached
	<u> </u>
Name Bank of America National	Trust & Savings Association
DBA/AKA/TA	
Composed of	
Address (line 1) 231 South LaSalle Street	
Address (line 2)	
Address (line 3) Chicago	Illinois 60697
Individual General Partnership	State/Country Zip Code Limited Partnership If document to be recorded is an assignment and the receiving party is
Corporation Association	not domiciled in the United States, an appointment of a domestic
X Other Bank	representative should be attached. (Designation must be a separate
Citizenship/State of Incorporation/Organiza	document from Assignment.)
	OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

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Page 2

U.S. Department of Commerce Patent and Trademark Office TRADEMADIA

Domestic R	tepresentative Name a	and Address Enter for the first R	Receiving Party only.
Name			
Address (line 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspond	ient Name and Addres	Area Code and Telephone Number	312/269-8486
Name	Richard M. Newman, Esq.		
Address (line 1)	2 North LaSalle Street		
Address (line 2)	Suite 2200		
Address (line 3)	Chicago, Illinois 60602		
Address (line 4)			
Pages	Enter the total number of including any attachmen	pages of the attached conveyance dets.	ocument # 15
Trademark /			X Mark if additional numbers attached
	• •	or the Registration Number (DO NOT ENTER BO	
Trac	lemark Application Numb	er(s) Regis	tration Number(s)
75/31809	7 75/976773 7	5/484037 1862457	1269801 1225969
75/22271	9 75/450818	1807458	1332366 1587712
		2103383	777589 1373161
Number of F	Properties Enter the to	otal number of properties involved.	# 30
Fee Amoun		t for Properties Listed (37 CFR 3.41):	
		closed X Deposit Account	\$ 765.00
Deposit A		ciosed [7] behosit Account []	
(Enter for p	ayment by deposit account or if a	idditional fees can be charged to the account.) Deposit Account Number:	#
		Authorization to charge additional fees:	Yes No
Statement a	nd Signature	THE THE PERSON IN COURT OF STREET	Yes No
	•	belief, the foregoing information is true a	nd correct and any
attac	•	e original document. Charges to deposit	
KANKE 1162	R. PERKINS	Xatherine R. Perk	10/2/98
	of Person Signing	Signature	Date Signed

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

Conveying Party Enter Additional Conveying Party	lark if additional names of conveying parties attach	ted Execution Date Month Day Year
Name Bemiss-Jason Corp.		09/04/98
Formerly		
Individual General Partnership Limite	d Partnership X Corporation	Association
Other		
Citizenship State of Incorporation/Organization	laware	
Receiving Party Enter Additional Receiving Party Mark if	additional names of receiving parties attached	
Name Bank of America National Trust	& Savings Association	
DBA/AKA/TA		
Composed of		
Address (line 1) 231 South LaSalle Street		
Address (line 2)		
Address (line 3) Chicago	Illinois State/Country	60697
Individual General Partnership Lim Corporation Association X Other Bank	not domiciled in appointment of a representative si (Designation mu	the receiving party is the United States, an domestic hould be attached
Citizenship/State of Incorporation/Organization		
Trademark Application Number(s) or Registra		nal numbers attached
Enter either the Trademark Application Number or the Registration		· · · · · · -
Trademark Application Number(s)	Registration Number	1957396
	916924 874483	
	1332344 1481551	2126223
	1146942 1132184	7 3 4491
	1346068 1691518	2081601
	1888587 1887082	1727847
	2050918	
		<u></u>

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 4, 1998, is executed by BEMISS-JASON CORPORATION, a Delaware corporation (the "Grantor") in favor of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (the "Lender");

<u>WITNESSETH</u>:

WHEREAS, pursuant to a Credit Agreement, dated as of September 4, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), between the Grantor and the Lender, the Lender has extended Commitments to make loans and other financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Borrower Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Credit Extension under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Property (as defined below) to secure all Liabilities; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to make the Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Grantor does hereby mortgage, pledge and hypothecate to Lender, and grant to Lender a security interest in, all of the following property (the "Trademark Property"), whether now owned or hereafter acquired or existing:

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- all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in **Item A** of **Schedule I** attached hereto;
- (b) all Trademark licenses, including each Trademark license referred to in **Item B** of **Schedule I** attached hereto;
- (c) all reissues, extensions or renewals of any of the items described in **clauses (a)** and **(b)** above;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Item A** and **Item B** of **Schedule I** attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.
- SECTION 3. <u>Credit Agreement</u>. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of Lender in the Trademark Property with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Borrower Security Agreement. The Credit Agreement, the Borrower Security Agreement and the other Collateral Documents (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with their respective terms.

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SECTION 4. No Further Trademark Registrations Security Interest on File. Grantor hereby covenants that (a) it shall promptly, but no later than five days, after filing any additional Trademark applications with the United States Patent and Trademark Office, or with any other United States Federal governmental office, it shall execute and file (at its expense) either a supplement substantially identical to this Agreement covering such application in the United States Patent and Trademark Office immediately after a filing number has been assigned to such application or such other documents or instruments as Lender shall have notified Grantor are necessary or appropriate, in each case, for the full perfection of a first priority security interest in favor of Lender in such applications and related trademarks, such documents reflecting such security interests in favor of Lender to be on file in any event in all requisite offices located in the United States within three months after the filing by Grantor of any application.

SECTION 5. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all commitments of Lender under the Credit Agreement, Lender shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Property which has been granted hereunder.

SECTION 6. <u>Acknowledgment</u>. The Grantor does hereby further acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Property granted hereby are more fully set forth in the Borrower Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. <u>Covenants</u>. In addition to and not in limitation of the covenants and agreements contained in the Borrower Security Agreement, Grantor hereby covenants and agrees that it will not enter into any Trademark licenses or any other agreements that provide Grantor with the right to use Trademarks after the date hereof which would restrict the ability of Grantor to grant a security interest favor of Lender therein unless prior written consent of Lender. Grantor shall not, without Lender's prior written consent, grant any exclusive licenses, or otherwise transfer all or substantially all Grantor's rights, with respect to any item comprising Trademark Property, except as permitted under the Credit Agreement and the Borrower Security Agreement.

SECTION 8. <u>Grant of License to Use Trademark Property</u>. For the purpose of enabling Lender to exercise rights and remedies under this Agreement, the Borrower Security Agreement, the Credit

Agreement and the other Loan Documents, at such time as Lender shall be lawfully entitled to exercise such rights and remedies, and as a supplement to and not in limitation of any and all rights and remedies available to Lender, to the extent Lender chooses to avail itself of the following, upon and subject to the occurrence and during the continuance of an Event of Default. Grantor grants, to the extent not prohibited by applicable law or currently existing licenses granted in the ordinary course of business (unless and until appropriate consents have been obtained), to Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Trademark Property now owned or hereafter acquired by Grantor; provided, however, that to the extent such Trademark Property consists of Trademark licenses or other agreements that provide Grantor with the right to use Trademarks the non-exclusive license granted hereby to Lender shall be subject to the terms and conditions contained in such Trademark licenses or such other agreements.

SECTION 9. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. The provisions of this Security Agreement are in addition to, and not intended to be a limitation of, the duties of Grantor and the rights of Lender under the Credit Agreement or any of the other Loan Documents. To the extent there exists any conflict or ambiguity between the terms, covenants and conditions of this Security Agreement and any of the other Loan Documents, the terms, covenants and conditions which shall enlarge the rights and remedies of the Lender and the interest of the Lender in the Collateral, afford the Lender greater financial security in the Collateral and better assure payment of the Liabilities in full, shall control.

SECTION 10. <u>Section Captions</u>. Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.

SECTION 11. <u>Severability</u>. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 12. Governing Law. THIS AGREEMENT SHALL
BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE
STATE OF ILLINOIS (WITHOUT REGARD TO THE CONFLICTS OF LAW
PRINCIPLES THEREOF), EXCEPT TO THE EXTENT THAT THE VALIDITY OR

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PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

SECTION 10. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the day and year first above written.

BEMISS-JASON CORPORATION

Title:

Address: 37600 Central Court

Newark, CA 94560

Attention: NewW

Facsimile number: (510) 713-6441

SCHEDIFFE I CONFIDENTIAL TRADEMARK PROPERTY STATUS REPORT

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" WAS "EP") ATTY(S) HANDLING
Canada	ART TISSUE	a/a	30 6848 0 8/ 03/67	164641 08/15/69	Registered Next Renewal Due: 08/15/99	2813-8CA MAM (JAH)
Canada	BORDETTE	n/a	481629 02/01/82	271981 08/20/82	Renowed Next Renewal Due: 08/20/12	2813-24CA (JAH)
Canada	COROBUFF	n/a	290934 07/29/65	144366 03/11/81	Registered Next Renewal Due: 03/11/01	2813-5CA TM (JAH)
Canada	SPECTRA	n/a	306539 07/21/67	160080 12/20/83	Renowed Next Renewal Due: 12/20/13	2813-8-0-1CA (JAH)
European Commun	ART FUN	16 28	710699 12/29/97		Pending Privity Application No.: 75/318,097 (07/01/97)	2813-90EM JCB (JAH)
European Commun	ART KRAFT	16	351627 04/03/96		Pending - arguments submitted against deacriptiveness refusal.	2813-59EM (JAH)
European Commun	BORDETTE	91	191809 04/03/96		Pending - approved for registration (reg. fee paid).	2813-24EM (JAH)
European Commun	COROBUFF	16	191155 04/03/96		Pending - approved for registration (reg. fee paid).	2813-5EM (JAH)
European Commun	FADELESS	91	191940 04/03/96		Pending - approved for registration. Sent REGISTRATION FEE DUE 08/31/98 8 6 48	2813-10EM MAM (JAH)
European Commun	FAMILY CRAFT	28	192021 04/03/96		Pending - approved for registration. REGISTRATION FEE DUE 09/07/98	2813-81EM TJA (JAH)
European Commun	KOLORFAST	16	184754 G-2/01/96		Pending- approved for registration. REGISTRATION FEE DUE 09/07/98	2813-31EM TMS (JAH)
European Commun	MAGICRAFT	91	815993 05/06/98		Pending - no Action	2813-94EM (JAH)
European Commun	PAPERCRAFT	91	435701 01/08/97		Pending - awaiting publication.	2813-87EM TM (JAH)
European Commun	RAINBOW	91	191098 04/03/96		Pending - Opposed (settlement being negotiated).	2813-27EM MAM (JAH)
European Commun	SPECTRA ART TISSUE	91	306738 04/03/96		Pending	2813-80EM TM (JAH)

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" was "EP") ATTY(S) HANDLING
European Commun	SPECTRA	91	319830 05/12/98		Pending -priority Date 11/29/96 (UK); settlement negotiations underway with "junior" SPECTRA applicant.	2813-58EM (JAH)
European Commun	SPECTRA & Design	16 26 28	\$6979 8 07/0/70		Pending Priority Application No.: 75/222,719 (01/08/97)	2813-88EM (JAH)
Mexico	ART KRAFT	91	164265 03/26/93	452916 02/23/94	Registered Next Renewal Due: 03/26/03	2813-59MX TJA (JAH)
Mexico	ART TISSUE	91	164264 03/26/93	463007 06/10/94	Registered Next Renewal Due: 03/26/03	2813-8MX (JAH)
Mexico	BORDETTE	1- 91	164274 03/26/93	452921 02/23/94	Registered Next Renewal Due: 03/26/03	2813-24MX TJA (JAH)
Mexico	CONNOR & Design	28	164267 03/26/93	452918 02/23/94	Repistered Next Renewal Due: 03/26/03	2813–43MX TJA (JAH)
Mexico	COROBUFF	91	164268 03/26/93	452919 02/23/94	Registered Next Renewal Due: 03/26/03	2813-5MX (JAH)
Mexico	FADELESS	91	164276 03/26/93	452922 02/23/94	Registered Next Renewal Due: 03/26/03	2813-10MX MAM (JAH)
Mexico	KLONDIKERS	28	164271 03/26/93	466733 07/18/94	Repistered Next Renewal Due: 03/26/03	2813-54MX TJA (JAH)
Mexico	KOLORFAST	91	164270 03/26/93	475880 10/04/94	Repistered Next Renewal Due: 03/26/03	2813-31MX TJA (JAH)
Mexico	PROTECTO FILM	16	164275 03/26/93		Abandoned	2813–20MX TJA (JAH)
Mexico	RAINBOW	91	164272 03/26/93		Abundoned	2813–27MX TJA (JAH)
Mexico	SPECTRA	91	164269 03/26/93	452920 02/23/94	Registered Next Renewal Duc: 03/26/03	2813-58MX TJA (JAH)
Mexico	SURE-GRIP	28	164266 03/26/93	452917 02/23/94	Registered Priority Application No.: 74/251,222 (03/02/92) Next Renewal Duc: 03/26/03	2813-63MX TJA (JAH)
Monaco	PAPERCRAFT	91	018012	9717923 02/11/97	Registered Next Renewal Due: 02/11/07	2813-87MC (JAH)

TRADEMARK REEL: 1797 FRAME: 0225

AUGUST 6, 1998

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" was "EP") ATTY(S) HANDLING
United Kingdom	ART KRAFT	16	1510013 08/18/92	1510013	Registered Next Renewal Duc: 08/18/99	2813-59GB RR (JAH)
United Kingdom	ART TISSUE	91	1510008 08/18/92		Abandoned	2813-8GB JFS/TMS (JAH)
United Kingdom	BEMISS-JASON ART TISSUE	91	1572315 05/17/94	1572315 12/13/96	Registered Next Renewal Due: 05/17/01	2813–801GB TM (JAH)
United Kingdom	BEMISS-JASON CONNOR	28	1560583 10/31/94	1560583	Registered Next Rencwal Duc: 10/31/04 Renewal date entered is that date associate claims is correct-appln. "converted" to New Act Appln./Im	2813-67GB (JAH)
United Kingdom	BEMISS-JASON FADELESS	91	1567108 03/28/94	1567108 11/08/96	Registered Next Renewal Due: 03/28/01	2813-1001GB TJA (JAH)
United Kingdom	BEMISS-JASON KOLORFAST	91	1567107 08/18/92	1567107 3/28/94	Registered Next Renewal Due: 03/28/01	2813-31GB TJA (JAH)
United Kingdom	BORDETTE	16	1510003 08/18/92	1510003 08/18/92	Registered Next Renewal Due: 08/18/99	2813-24GB RR (JAH)
United Kingdom	COLOR-RULE	16	1527565 09/08/92	1527565	Registered Priority Application No.: 74/311,619 (09/08/92) Next Renewal Due: 09/08/99	2813-60GB TJA (JAH)
United Kingdom	CONNOR & Design	28	1510017 08/18/92		Abandoned (Refiled as BEMISS-JASON CONNOR)	2813-43GB RR (JAH)
United Kingdom	COROBUFF	16	1510009 08/18/92	1510009 07/08/94	Registered Next Renewal Due: 08/18/99	2813-5GB RR (JAH)
United Kingdom	FADELESS	16	1510006 08/18/92		Registered Next Renewal Due: 3/28/01	2813-10GB RR (JAH)
United Kingdom	KLONDIKERS	28	1510016 08/18/92	B1510016 08/12/94	Registered Next Renewal Due: 08/18/99	2813-54GB RR (JAH)
United Kingdom	KOLORFAST	16	1510000 08/18/92	1567107 03/28/94	Registered Next Renewal Due: 03/28/01	2813-31GB TMS (JAH)
United Kingdom	PROTECTO FILM	91	1510005 08/18/92		Abandoned	2813-20GB (JAH)

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" was "EP") ATTY(S) HANDLING
United Kingdom	RAINBOW	91	1510001 08/18/92		Abandoned	2813-27GB MAM (JAH)
United Kingdom	SPECTRA	16	1510015 08/18/92	1510015 10/06/95	Registered Next Renewal Due: 08/18/99	2813-58GB RR (JAH)
United Kingdom	SURE-GRIP	28	1510010 03/02/92	1510010 05/20/94	Registered Priority Application No.: 74/251222 (03/02/92) Next Renewal Due: 03/02/99	2813-63GB RR (JAH)
United States	ART FUN	016; 028;	75/31 80 97 07/01/97		Pending - 7/14/98: "art" disclaimed and arguments filed against refusal due to prior registration for SAND ART FUN®	2813-90US JCB (JAH)
United States	ART FUN	028;	75/976773 07/01/97		Pending - date of first use: 05/14/97; 7/14/98: "art" disclaimed and arguments filed against refusal due to prior registration for SAND ART FUN®	2813-90-1US (JAH)
United States	ART KRAFT	.016;	74/210541 10/08/91	1862457 11/15/94	Registered Date of First Use: 04/03/68 Affidavit of Use Due: 11/15/99 End Sec.8 due 11/15/00	2813-59US (JAH)
United States	ART TEX	016;	408130 01/03/83	1269801 03/13/84	Registered Next Renewal Due: 03/13/04	2813-26US TM (JAH)
United States	BORDETTE	016;		1225969 02/01/83	Registered Next Renewal Due: 02/01/03	2813-24US TJA (JAH)
United States	COLOR-RULE	016;	311619 09/08/92	1807458 11/30/93	Registered Affidavit of Use Due: 11/30/98 End Sec.8 due 11/30/99	2813-60US (JAH)
United States	CONNER	028;		1332366 04/23/85	Registered Next Renewal Due: 04/23/05	2813-43US (JAH)
United States	CREATIVE LEARNER	016; 018;	73/728049 05/12/88	1587712 03/20/90	Registered Next Renewal Due: 03/20/00	2813-32-1US MAM (JAH)
United States	CT AND DESIGN	910;	75/182286 10/16/96	2103383 10/07/97	Pending Date of First Use: 10/10/96 Affidavit of Use Due: 10/07/02 End Sec. 8 due 10/07/03	2813-86US TM (JAH)

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" was "EP") ATTY(S) HANDLING
United States	CUSHION PAPER	910		777589 09722/64	Registered Next Renewal Duc: 09/22/04	2813-1-1US RR (JAH)
United States	DESIGN	910		1373161 11/26/85	Registered Next Renewal Due: 11/26/05	2813-55US (JAH)
United States	DUO-FINISH	910		916924 07/20/71	Registered Next Renewal Due: 07/20/01	2813-11US MAM (JAH)
United States	FADELESS	910		874483 08/05/69	Registered Next Renewal Due: 08/05/09	2813- US TJA (JAH)
United States	KENWORTHY	916;	591729 10/28/94	1957396 02/20/96	Registered Date of First Use: 11/01/93 Affidavit of Use Due: 02/20/01 End Sec.8 due 02/20/02	2813–66US (JAH)
United States	KLONDIKERS	016;		1332344 04/23/85	Registered Next Renewal Due: 04/23/05	2813-54US TJA (JAH)
United States	KOLORFAST	016:	630446 11/17/86	1481551 03/22/88	Registered Next Renewal Due: 03/22/08	2813-31US MAM (JAH)
United States	LEARNING WALLS	016:	75/101369 05/09/96	2126223 12/30/97	Registered Affidavit of Use Due: 12/30/02 End Sec.8 due 12/30/03	2813-84US TJA (JAH)
United States	MAGICRAFT	016:	75/484037 05/07/98		Pending Date of First Use: 02/19/98	2813-94US (JAH)
United States	MAILBAG		669369 07/02/54	630812 07/17/56	Abandoned	2813-46US (JAH)
United States	MARK'N WIPE	910		1146942 02/10/81	Registered Next Renewal Due: 02/10/01	2813-21US (JAH)
United States	PROTECTO FILM	016;		11321 84 04/01/80	Registered Next Renewal Duc: 04/01/00	2813-20US TJA (JAH)
United States	RAINBOW	910	067713 02/13/59	734491 07/17/62	Registered Next Renewal Duc: 07/17/02	2813-49US TJA (JAH)
United States	RAINBOW	016;	441234	1346068	Registered Next Renewal Due: 07/02/05	2813-27US (JAH)

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" WAS "EP") ATTY(S) HANDLING
United States	S.A.V.E.	016;	183181 07/08/91	1691518 06/09/92	Registered Next Renewal Due: 06/09/02	2813-52US (JAH)
United States	SAF-T-SORB	010;	75/155263 08/23/96	2081601 07/22/97	Registered Date of First Use: 08/16/96 Affidavit of Use Duc: 07/22/02 End Sec. 8 duc 07/22/03	2813-85US (JAH)
United States	SNAP-N-PLAY		771771 06/11/91		Abandoned	2813-48US TJA (JAH)
United States	SNAP-N-PLAY	028;	3 8 5572 05/03/93	1888587 04/11/95	Registered Date of First Use: 10/16/92 Affidavit of Use Duc: 04/11/00 End Sec. 8 due 04/11/01	2813-48-1US TJA (JAH)
United States	SPECTRA	016; 020;	210544 10/08/91	1887082 04/04/95	Registered Affidavit of Use Due: 04/04/00 End Sec.8 due 04/04/01	2813-58US (JAH)
United States	SPECTRA & DESIGN	016; 028;	75/222719 01/08/97		Pending	2813-88US LOV (JAH)
United States	SURE-GRIP	028:	74/251222 03/02/92	1727847 10/27/92	Registered Next Renewal Due: 10/27/02	2813-63US ABD/TJA (JAH)
United States	TRIAD MEDICAL	010;	75/450818 03/16/98		Pending Date of First Use: 12/24/81	2813-91US NW (JAH)
United States	UNIVERSAL ANGIOGRAPHY DRAPE	010:	75/106250 05/20/96	2050918 04/08/97	Registered Date of First Use: 03/01/92 Affidavit of Use Due: 04/08/02 End Sec. 8 due 04/08/03	2813-82US TJA (JAH)

COUNTRY	TRADEMARK	CLASS(ES)	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. ("EM" WAS "EP") ATTY(S) HANDLING
United States	WELCOME TO FIRST GRADE	627;	74/700489 07/13/95		Abandoned	2813-71US (JAH)
United States	WELCOME TO KINDERGARTEN	627;	74/700488 07/13/95		Abandoned	2813-70US (JAH)
United States	WELCOME TO SECOND GRADE	027;	74/700487 07/13/95		Abandoned	2813-72US (JAH)
United States	WELCOME TO THIRD GRADE	027;	74/700486 07/13/95		Abandoned	2813-73US TM (JAH)

AUGUST 6, 1998

TRADEMARK
RECORDED: 10/06/1998 REEL: 1797 FRAME: 0230