



04-24-2001

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



101684963

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4.2.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

76212591

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/23/2001 GT0N11 00000108 500709 76212591

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 CH
300.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002278 FRAME: 0418

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

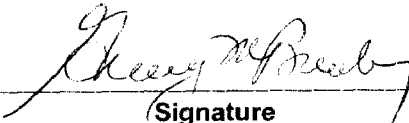
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

George M. Borababy



3/30/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

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Trademark Application Number(s)

Registration Number(s)

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THE RIGHTS AND LIENS OF THE SECURED PARTY UNDER THIS TRADEMARK SECURITY AGREEMENT ARE SUBJECT AND SUBORDINATE TO FIRSTAR BANK, N.A., OR ITS SUCCESSORS OR ASSIGNS, PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT, DATED AS OF JANUARY 19, 2001, BY AND BETWEEN FIRSTAR BANK, N.A., AND NORTHSTAR SEIDLER MEZZANINE PARTNERS II, L.P., AS AMENDED FROM TIME TO TIME (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT).

TRADEMARK SECURITY AGREEMENT

WHEREAS, TECHNO-AIDE, L.L.C., a Georgia limited liability company ("Techno-Aide") and BSC ACQUISITION SUB, L.L.C., a Georgia limited liability company ("BSC", and collectively with Techno-Aide, the "Grantor"), own the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and are parties to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, Grantor and NORTHSTAR SEIDLER MEZZANINE PARTNERS II, L.P., a Delaware limited partnership ("Grantee") are parties to a Note Purchase Agreement, dated January 19, 2001 (as the same may be amended and in effect from time to time hereafter, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantor of a senior subordinated note in the original principal amount of \$6,600,000;

WHEREAS, Grantor and Grantee are parties to a Security Agreement, dated as of the date hereof (this and all other capitalized terms used herein but not elsewhere defined shall have the respective meaning ascribed to such terms in the Note Purchase Agreement), pursuant to which Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use

of, and symbolized by, each Trademark, Trademark registration and Trademark application;

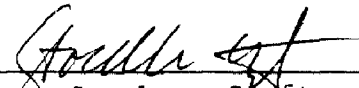
(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

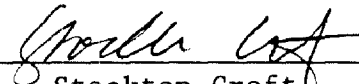
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of January 17, 2001.

TECHNO-AIDE, L.L.C.

By: 
Name: Stockton Croft
Title: Chief Financial Officer


BSC ACQUISITION SUB, L.L.C.

By: 
Name: Stockton Croft
Title: Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED
ON THE DATE FIRST WRITTEN
ABOVE:

NORTHSTAR SEIDLER MEZZANINE PARTNERS II, L.P.

By: Northstar Capital, Ltd.,
its general partner

By: 
Douglas E. Mark
Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 002278 FRAME: 0423

Schedule I

Trademark Security Agreement

BSC Acquisition Sub, LLC

| <u>License</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Comments</u> |
|----------------------|-----------------|-------------------|---|
| ✓ Rotagraphics | 1,325,769 | March 19, 1985 | |
| ✓ Discvelope | 1,229,783 | March 8, 1983 | |
| ✓ Press-N-Re-Seal | 1,267,911 | February 21, 1984 | |
| ✓ Press-N-Seal | 1,268,597 | February 28, 1984 | |
| ✓ Photocraft | 1,212,397 | October 12, 1982 | |
| ✓ Double Envelope | 1,236,220 | May 3, 1983 | |
| ✓ Convertagraphics | 1,115,647 | March 27, 1979 | |
| ✓ Photocraft | 1,034,307 | February 24, 1976 | |
| ✓ DE and Design | 1,029,360 | January 6, 1976 | |
| ✓ Kangaroo Pak | 871,325 | June 17, 1969 | |
| ✓ Slip-N-Name | 708,413 | December 13, 1960 | |
| ✓ R | 1,325,768 | March 19, 1985 | |
| Fiberstock | | | License, Reg. No. & Reg. Date not listed on Americomm DIP |
| Diversified Assembly | | | License, Reg. No. & Reg. Date not listed on Americomm DIP |
| Keystone Envelope | | | License, Reg. No. & Reg. Date not listed on Americomm DIP |
| ✓ Bank Complete | | | Double awaiting trademark approval |
| Flipslip | | | Double awaiting trademark approval |

Techno-Aide, LLC

None

ACKNOWLEDGMENT

STATE OF OHIO

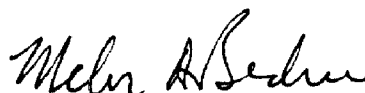
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COUNTY OF HAMILTON

E. STOCKTON CROFT IV

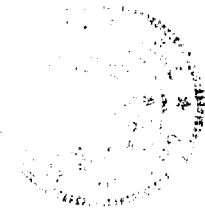
On January 19, 2001, before me personally appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Chief Executive Officer of each of BSC Acquisition Sub, L.L.C. and Techno-Aide, L.L.C., who being by me duly sworn, did depose and say that he is the Chief Executive Officer of each of BSC Acquisition Sub, L.L.C. and Techno-Aide, L.L.C., the limited liabilities companies described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said limited liability companies by order of its board of members; and that he acknowledged said instrument to be the free act and deed of said limited liabilities companies.



Notary Public

(Seal)

My commission expires:



MELVIN A. SEDORE, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

Trademark Security Agreement