

08-05-2002



102177885 MARKS ONLY

OMB No. 0651-0011 (exp. 4/94)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-5-02
Discount Labels, Inc.
8310 South Valley Highway, Suite 400
Englewood, CO 80112

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Indiana**
 Other

2. Name and address of receiving party(ies)
Name: **Bank of America, N.A., as Agent**
Internal Address:
Street Address: **55 South Lake Avenue, Suite 900**
City: **Pasadena** State: **CA** ZIP: **91101**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Execution Date: **June 27, 2002**

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
75-662,105

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
2,521,358; 2,320,912

5. Name and address of party to whom correspondence concerning document should be mailed:
Ana B. Acob
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____
Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

08/06/2002 BTOM11 00000043 200052 75662105
01 FC:481 40.00 CH
02 FC:482 300.00 CH

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41)\$ 520.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

David Adams Ana B. Acob [Signature]
Name of Person Signing Signature
July 19, 2002
Date

Total number of pages including cover sheet, attachments, and document: 6

Schedule A

Trademarks

Registered Trademarks:

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
CLICKPRINT	2,521,358	12-18-01
LABEL LYNX	2,320,912	02-22-00
DISCOUNT LABELS	2,317,814	02-15-00
DISCOUNT LABELS and Design	2,315,466	02-08-00
DISCOUNT LABELS	2,317,813	02-15-00
VISUALX	2,137,814	02-17-98
LABELNET	2,100,268	09-23-97
LABELNET	2,100,267	09-23-97
THERMOGRAPHY ON DEMAND	2,042,529	03-04-97
FAST FOIL	1,769,472	05-04-93
DISCOUNT LABELS	1,434,953	03-31-87
BARRICADE BANNER	1,388,679	04-01-86

Trademarks (Applied For):

<u>Trademark Description</u>	<u>Serial Number</u>	<u>Date Filed</u>
PRINT COMMERCE	75-662,105	03-17-89

**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

DISCOUNT LABELS, INC., an Indiana corporation, whose address is 8310 South Valley Highway, Suite 400, Englewood, Colorado 80112 ("Grantor"), hereby acknowledges the following:

Grantor has executed: a) a Patent and Trademark Security Agreement, dated as of February 18, 2000, in favor of Bank of America, N.A., as agent for itself and certain lenders (in such capacity, the "Agent"), which was recorded in the United States Patent and Trademark Office on June 23, 2000, at Reel 002105, Frame 0886 (the "Patent and Trademark Security Agreement"); and b) a Copyright Security Agreement, dated as of February 18, 2000, in favor of Agent, which was recorded in the United States Copyright Office on June 22, 2000, at Volume 3454, Page 554 (the "Copyright Security Agreement" together with the Patent and Trademark Security Agreement are collectively referred to as the "Existing Agreements"), whereby Grantor has granted to Agent a security interest in and to all of the Grantor's right, title and interest in and to the patents, trademarks and copyrights described therein.

Grantor has requested that Agent amend and restate the Existing Agreements to, among other things, confirm the grant of security interest under the Existing Agreements and grant to the Agent, for itself and for the ratable benefit of the Lenders (as such term is defined below), a security interest in additional collateral of the Grantor, and to accommodate a refinancing of the debt of certain affiliates of the Grantor;

Mail-Well, Inc., a Colorado corporation (the "Parent"), Mail-Well I Corporation, a Delaware corporation ("Mail Well I"), and certain Subsidiaries of Mail-Well I (Mail-Well I and each such Subsidiary, a "Borrower", and collectively, the "Borrowers"), the Agent and certain financial institutions party thereto from time to time (the "Lenders"), are parties to that Amended and Restated Credit Agreement, dated as of June 27, 2002 (as amended, modified, renewed or extended from time to time, the "Credit Agreement"); and

Under the terms of the Credit Agreement and the related Amended and Restated Security Agreement, dated as of June 27, 2002 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), entered into by the Grantor, certain Subsidiaries of Mail-Well I and the Agent, the Grantor confirms the grant of security interest under the Existing Agreements and grants to Agent a security interest in: (a) the trademark and trademark registrations and applications therefor which are identified on the Schedule A attached hereto and incorporated herein by this reference (the "Trademarks"), together with the goodwill thereto; (b) the patents and patent applications which are identified on the Schedule B attached hereto and incorporated herein by this reference (the "Patents"); and (c) the copyright registrations and copyright licenses which are identified on Schedule C attached hereto and incorporated herein by this reference (the "Copyrights"), owned by Grantor, which Trademarks, Patents, and Copyrights are appurtenant, and all actions for infringement concerning the foregoing.

Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as

limiting any interest which the Agent may have in any other collateral described in the Security Agreement, the Existing Agreements or otherwise. Capitalized Terms used but not defined herein shall have the meanings given them in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the 27th day of June, 2002.

DISCOUNT LABELS, INC.,
an Indiana corporation

By: Robert Meyer
Title: ROBERT MEYER
VICE PRESIDENT-TREASURER & TAX

Schedule A

Trademarks

Registered Trademarks:

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CLICKPRINT	2,521,358	12-18-01
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PRINT COMMERCE	75-662,105	03-17-89

Schedule B

Patents

Patents Issued:

Patent Description

Patent Number

Issue Date

None

Patents Pending:

Patent Description

Application Number

Date Filed

None

Schedule C

Copyrights

Title

Registration Number

Registration Date

This will never happen again

TX4643759

10-16-97