

RECC

05-09-2003

SHEET

U.S. DEPARTMENT OF
Patent and Trademark

5-9-03



102445470

Tab settings

To the Honorable Commissioner of Patents

Send original documents or copy thereof.

1. Name of conveying party(ies):
ALANIZ, LLC

5-9-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Madison Capital Funding LLC, as Agent

Internal Address: _____

Street Address : 303 West Madison Street, Ste 1200

City: Chicago State: IL Zip: 60606

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation State _____

Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: APRIL 24, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
75/290,508

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street Address: _____

City: _____ Stat _____ ZIP _____

6. Total number of applications and registrations 7

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number: _____

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

05/12/2003 6TOM11 00000041 75290508

DO NOT USE THIS SPACE

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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 of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

APRIL 24, 2003
Date

Total number of pages including cover sheet, attachments, and

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2003, is between ALANIZ, LLC, a Delaware limited liability company (the "Grantor") and MADISON CAPITAL FUNDING LLC as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Mail America Holding, Inc., a Delaware corporation and successor by merger to MAHI Acquisition, Inc., a Delaware corporation ("Holdings"; Grantor and Holdings together are referred to as the "Borrowers") have entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee"), between Grantor, Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all 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 Guarantee), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Borrower Obligations" (as defined in the Guarantee);

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 Guarantee and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Guarantee. 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 Guarantee, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
ASI ALANIZ AND SONS INNOVATIVE DIRECT MARKETING and design	75/290,508	May 12, 1997

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Name of Agreement

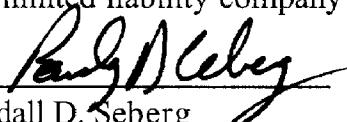
Parties

Date of Agreement

None.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

ALANIZ, LLC,
a Delaware limited liability company

By: 
Name: Randall D. Seberg
Its: President

Acknowledged:

MADISON CAPITAL FUNDING LLC.
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

ALANIZ, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Acknowledged:

MADISON CAPITAL FUNDING LLC,
as Agent

By: Terry Capshaw
Name: Terry Capshaw
Title: managing Director