



05-27-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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): **5-21-03**

BSC Acquisition Sub, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: May 7, 2003

2. Name and address of receiving party(ies)

Name: U.S. Bank, National Association, f/k/a

Internal Address: Firstar Bank, N.A., as Agent

Street Address: 425 Walnut Street

City: Cincinnati State: OH Zip: 45202

- Individual(s) citizenship
- Association National Banking 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional number(s) attached Yes No

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

Name: Ian M. Hathaway

Internal Address: Parker, Hudson, Rainer & Dobbs, LLP

Street Address: 285 Peachtree Center Avenue
1500 Marquis Two Tower

City: Atlanta State: Georgia Zip: 30303

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Ian M. Hathaway

Name of Person Signing

Signature

May 20, 2003

Date

Total number of pages including cover sheet, attachments, and document: 3

05/27/2003 ECOMPER 00000010 125769

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

01 FC:MS21
02 FC:MS22

40.00 OP
400.00 OP

TRADEMARK
REEL: 002739 FRAME: 0726

SCHEDULE A

<u>License</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Rotagraphics	1,325,769	March 19, 1985
Discvelope	1,229,783	March 8, 1983
Press-N-Rc-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		
Diversified Assembly		
Keystone Envelope		
Bank Complete		
Flipslip		

TRADEMARK TRANSFER AND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, U.S. BANK NATIONAL ASSOCIATION, formerly known as Firststar Bank, N.A., a national banking association, as Agent ("Assignor"), does hereby sell, assign, transfer and convey to BSC ACQUISITION SUB, LLC, a Georgia limited liability company ("Assignee"), **without any representation or warranty by, or recourse to, Assignor, all right, title and interest of Assignor in and to the trademark applications and trademarks listed on Schedule A attached hereto, arising under that certain Trademark Security Agreement, dated January 19, 2001, between Assignee and Assignor (as at any time amended, the "Trademark Security Agreement"), recorded February 9, 2001, on Reel No. 002240/0037, United States Patent and Trademark Office, together with the goodwill of the business symbolized by the marks. This Assignment is intended to operate as a release of all liens and security interests conveyed by Assignee to Assignor pursuant to the terms of the Trademark Security Agreement, and to reassign to Assignee all of Assignor's right, title, and interest acquired pursuant to the terms of the Trademark Agreement, all without any representation or warranty by, or recourse to, Assignor.**

IN WITNESS WHEREOF, Assignor has caused this Agreement to be signed and sealed by its duly authorized officer, on May 7th 2003.

U.S. BANK NATIONAL ASSOCIATION, formerly known as Firststar Bank, N.A. ("Assignor")

By: *Jeffrey A. Kerk*
Title: *VP*

STATE OF Ohio)
)
COUNTY OF Columbus)

7th BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this day of May, 2003, personally appeared Jeffrey A. Kerk to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of U.S. Bank National Association, formerly known as Firststar Bank, N.A., a national banking association, as Agent, and that said instrument was signed by him on behalf of said national banking association by authority of its Board of Directors, and said Jeffrey A. Kerk acknowledged said instrument to be the free act and deed of said national banking association.

[Signature]
Notary Public
Executed on _____
My Commission Expires: _____

[NOTARIAL SEAL]
HANI R. KALLAS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date Section 147.03 O.R.C.