

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tension Envelope Corporation		08/05/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	5420 LBJ Freeway, Suite 200
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	532044	ADDRESS SAVER
Registration Number:	555580	BOXVELOPES
Registration Number:	2043665	CUSH-N-PAK
Registration Number:	622312	FORMVELOPE
Registration Number:	1877620	PRINTED WITH WATER BASED INK
Registration Number:	1030793	ROUND TRIP ENVELOPE
Registration Number:	724004	SEAL 'N RESEAL
Registration Number:	687575	SIM-PULL
Registration Number:	664098	TOUCH-'N-SEAL
Registration Number:	857059	T
Registration Number:	2822741	COMBOPAK
Registration Number:	2772382	TEN-TECH
Serial Number:	76612471	PANEL-LOK

CORRESPONDENCE DATA

900031144

**TRADEMARK
 REEL: 003150 FRAME: 0047**

CH \$340.00 532044

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/30/2005

Total Attachments: 13
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tension Envelope Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: New York
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 5, 2005

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The CIT Group/Business Credit, Inc.

Internal Address: _____

Address: _____

Street Address: 5420 LBJ Freeway, Suite 200

City: Dallas

State: Texas

Country: USA Zip: 75240

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

PANEL-LOK

B. Trademark Registration No.(s)

See Exhibit A attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Joyce Lawrence

Internal Address: _____

Street Address: The CIT Group/Business Credit, Inc.

300 South Grand Avenue, 10th Floor

City: Los Angeles

State: California Zip: 90071

Phone Number: (213) 613-2512

Fax Number: (213) 613-2566

Email Address: _____

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Joyce Lawrence

Signature

August 25, 2005

Date

Joyce Lawrence

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A TO RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

<u>Title or Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ADDRESS SAVER	532,044	October 17, 1950
BOXVELOPES	555,580	March 4, 1952
CUSH-N-PAK	2,043,665	March 11, 1997
FORMVELOPE	622,312	February 28, 1956
PRINTED WITH WATER BASED INK	1,877,620	February 7, 1995
ROUND TRIP ENVELOPE	1,030,793	January 20, 1976
SEAL'N RESEAL	724,004	November 14, 1961
SIM-PULL	687,575	November 3, 1959
TOUCH-'N-SEAL	664,098	July 8, 1958
T	857,059	September 17, 1968
COMBOPAK	2,822,741	March 16, 2004
TEN-TECH	2,772,382	October 7, 2003

**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 5th day of August, 2005, by **Tension Envelope Corporation**, a New York corporation, with its principal place of business at 819 East 19th Street, Kansas City, Missouri (herein the "Company"), and **The CIT Group/Business Credit, Inc.**, a New York corporation, with offices at 5420 LBJ Freeway, Suite 200, Dallas, Texas 75240 (herein "Agent", for the benefit of the Lenders (as defined below).

WITNESSETH:

WHEREAS, the Company, Agent and the lenders from time to time party thereto (the "Lender") are parties to a certain Financing Agreement of even date herewith, as the same may be amended from time to time (herein the "Financing Agreement"), which Financing Agreement provides (i) for the Lenders to make certain loans, advances and extensions of credit, all to or for the account of the Company and (ii) for the grant by the Company to Agent of a security interest in certain of the Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. Definitions. Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. Grant of Security Interest. To secure the payment of the "Obligations" (as defined in the Financing Agreement), the Company hereby grants to Agent, for the benefit of the Lenders, a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
 - (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all

of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

- (ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral; and
- (v) All cash and non-cash proceeds of the foregoing.

3. Agent's Rights. Upon the occurrence of any Event of Default hereunder, Agent shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent upon the occurrence of any Event of Default hereunder, Agent shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to Agent concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event Agent exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from Agent to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its

business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by Agent of the rights provided by this Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon Agent or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon Agent or any Lender any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. The Company will pay all filing fees with respect to the security interest created hereby which Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.
5. Representations and Warranties. The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby and Permitted Encumbrances (as defined in the Financing Agreement), the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect except as the Company otherwise deems prudent in its reasonable business judgment, but in any event as required to prevent a Material Adverse Effect (as defined in the Financing Agreement); and that there are no known infringements of the Intellectual Property Collateral.
6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agent in connection with such sale and the exercise of Agent's rights and remedies hereunder and under the Financing Agreement; and then in accordance with the applicable provision of the Financing Agreement.
7. Defense of Claims. The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent therein except as the Company otherwise deems prudent in its reasonable business judgment, but in any event as required to prevent a Material Adverse Effect (as defined in the Financing Agreement). The Company agrees to reimburse Agent for all costs and expenses incurred by Agent in defending any such action, claim or proceeding.
8. Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any rights that Agent or any Lender has under the Financing Agreement. The Company

agrees to execute and deliver to Agent (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
10. **CHOICE OF LAW. THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE FINANCING AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND AGENT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, AGENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND AGENT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**
11. Events of Default. Any of the following constitutes an Event of Default under this Agreement:
 - (i) The Company fails to perform or observe any agreement, covenant or condition required under this Agreement; provided that such failure shall not be deemed to be an Event of Default unless the Company fails to cure such failure to the Agent's reasonable satisfaction with ten (10) business days from the earlier of the date that the Company received written notice from Agent of failure or the date that the senior management of the Company has actual knowledge of such failure;
 - (ii) Any warranty or representation made by Company, in this Agreement shall be or becomes false or misleading in any material respect; or
 - (iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by Agent.
12. Notices. The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give Agent written notice in the manner provided in the Financing Agreement of:
 - (i) any claim by a third party that the Company has infringed on the rights of a third party in excess of \$250,000;
 - (ii) any claim by the Company that a third party has infringed on the rights of the

Company in excess of \$250,000; or

(iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof in accordance with the terms of the Financing Agreement.

13. Further Assurances. The Company will take any such action as Agent may reasonably require to further confirm or protect Agent's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to Agent a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.
14. Termination. This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment of all Obligations of the Company thereunder (other than contingent indemnity obligations which have been or are not required to be cash collateralized thereunder). Upon the Company's request, Agent shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 5th day of August, 2005.

TENSION ENVELOPE CORPORATION (the
"Company")

By: 

Title: Asst Treasurer

THE CIT GROUP/BUSINESS CREDIT, INC.

By: 

Title: Vice President

IRREVOCABLE POWER OF ATTORNEY

Tension Envelope Corporation, with offices at 819 East 19th Street, Kansas City, Missouri (hereinafter referred to as the "Company"), hereby grants to **The CIT Group/Business Credit, Inc.**, a New York corporation, with offices at 5420 LBJ Freeway, Suite 200, Dallas, Texas 75240, (hereinafter referred to as "Agent"), for the benefit of the Lenders as defined below) the exclusive Irrevocable Power of Attorney to transfer to Agent or to any designee of Agent all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and Agent including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to Agent or any Lender are outstanding under the Financing Agreement, dated on or about the date hereof, between the Company, Agent and the Lenders from time to time party thereto (the "Lenders") (other than contingent indemnity obligations which have been or are not required to be cash collateralized thereunder).

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by Agent after the occurrence and during the continuance of an Event of Default under the Agreement between Agent and the Company that has not been waived by the Agent; and

4. Agent shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by Agent of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of Agent. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 5th day of August, 2005.

TENSION ENVELOPE CORPORATION (the "Company")

By: *F. Edwin Cockrell*

Title: *Asst. Treasurer*

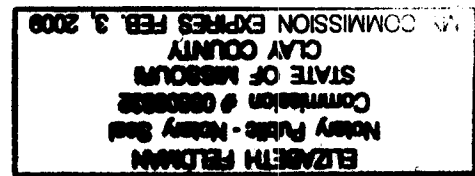
STATE OF) MISSOURI
))
COUNTY OF) JACKSON

On August 5, 2005, before me, the undersigned, a notary public in and for said State, personally appeared F. Edwin Cockrell known to me to be the Assistant Treasurer of Tension Envelope Corp. the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.

Elizabeth Feldman

Notary Public



**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

TENSION ENVELOPE CORPORATION

and

THE CIT GROUP/BUSINESS CREDIT, INC.

U.S. PATENTS

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Remailable envelope and method for making a remailable envelope from a single blank	5,967,403	10/19/1999
Limited pocket envelope	5,927,592	07/27/1999
Envelope with dual pockets	5,678,754	10/21/1997
Combined front envelope corner with integral stamp	D383,160	09/02/1997
Apparatus and method for precisely drilling alignment pin register holes in pre-marked flexible printing plates	5,537,927	07/23/1996
System and method for providing pin register holes in flexible printing plates and apparatus and method for aligning plates on a flexographic printing press plate cyclinder	5,511,479	04/30/1996
Bulk envelope container and transfer system and method	5,478,185	12/26/1995
Envelope accumulation, batching and compression apparatus and method	5,464,316	11/07/1995
Multiple envelope, gripping and	5,425,565	06/20/1995

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transfer apparatus and method

Envelope flap up pick and place
apparatus and method

5,421,700

06/06/1995

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

and

THE CIT GROUP/BUSINESS CREDIT, INC.

U.S. TRADEMARKS

<u>Title or Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ADDRESS SAVER	532,044	October 17, 1950
BOXVELOPES	555,580	March 4, 1952
CUSH-N-PAK	2,043,665	March 11, 1997
FORMVELOPE	622,312	February 28, 1956
PRINTED WITH WATER BASED INK	1,877,620	February 7, 1995
ROUND TRIP ENVELOPE	1,030,793	January 20, 1976
SEAL'N RESEAL	724,004	November 14, 1961
SIM-PULL	687,575	November 3, 1959
TOUCH-'N-SEAL	664,098	July 8, 1958
T	857,059	September 17, 1968
COMBOPAK	2,822,741	March 16, 2004
TEN-TECH	2,772,382	October 7, 2003

PENDING TRADEMARK APPLICATIONS

PANEL-LOK	September 22, 2004
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**SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

and

THE CIT GROUP/BUSINESS CREDIT, INC.

U.S. LICENSES

Name

Registration No.

Registration Date

None.

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