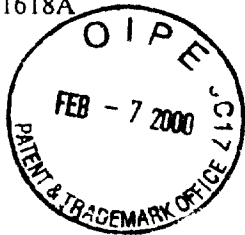


02-14-2000



101266882

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MWD
2-7-00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
01 18 2000

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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: 002023 FRAME: 0260

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1514144"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Christine E. Wilson

Christine E. Wilson
D. Elaine Howard

D. Elaine Howard, Legal Assistant

February 3, 2000

Name of Person Signing

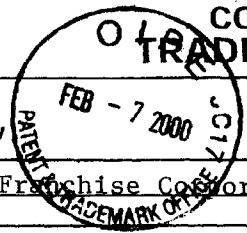
Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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



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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership

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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

<input type="text" value="75642167"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1159571"/>	<input type="text" value="1942921"/>	<input type="text" value="1972557"/>
<input type="text" value="1955097"/>	<input type="text" value="2060014"/>	<input type="text" value="2112408"/>
<input type="text" value="1178636"/>	<input type="text" value="1514145"/>	<input type="text" value="1873810"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of January 18, 2000, is made by SCHURMAN FINE PAPERS, a California corporation ("Borrower"), and POPYRUS FRANCHISE CORPORATION, a California corporation and a wholly owned subsidiary of Borrower ("Papyrus") (Borrower and Papyrus being referred to collectively as "Grantors" and each individually as "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as agent (in such capacity, "Agent"), on behalf of the "Lenders", as such term is defined in the Credit Agreement identified below, with respect to the following facts.

RECITALS

A. Borrower, Agent, and Lenders are parties to that certain Credit Agreement of even date herewith (as the same from time to time may be amended, supplemented or otherwise modified, the "Credit Agreement"), pursuant to which Lenders have agreed, among other things, to make the Revolving Loans to and to incur the obligations with respect to the Letters of Credit on behalf of Borrower upon the terms and conditions set forth therein.

B. Pursuant to the Credit Agreement, Borrower has further agreed, among other things, to grant to Agent, for the ratable benefit of Lenders, a Lien upon all of Borrower's right, title and interest in, to and under all real and personal property of Borrower to secure the prompt and complete payment, performance and observance of all of the Obligations, as defined in the Credit Agreement.

C. Pursuant to that certain Continuing Guaranty of even date herewith, executed by Papyrus in favor of Agent for the benefit of Lenders (as the same may be amended, restated, supplemented, or otherwise modified from time to time, "Papyrus Guaranty"), Papyrus has guaranteed prompt payment and performance of the Obligations (as defined in the Credit Agreement).

D. Pursuant to the Credit Agreement and the Papyrus Guaranty, each Grantor is required to execute and deliver this Agreement to Agent for the ratable benefit of Lenders.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in or pursuant to the Credit Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Each grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its patents and all patent licenses to which each Grantor is a party, including those referred to in **Part A** to Schedule I hereto;

(b) all of its trademarks and all trademark licenses to which each Grantor is a party, including those referred to in **Part B** to Schedule I hereto;

(c) all of its copyrights and all copyright licenses to which each Grantor is a party, including those referred to in **Part C** to Schedule I hereto;

(d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and general intangibles with respect to the forgoing; and

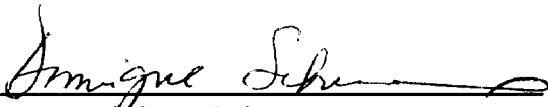
(e) all proceeds of the forgoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the forgoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the forgoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement of any patent or patent license, or (B) for past, present or future infringement or dilution of any copyright, copyright license, trademark or trademark license, or (C) for injury to the goodwill associated with any license, patent, trademark or copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the forgoing, upon disposition or otherwise.

3. Security Interest. The security interests granted hereby are granted in conjunction with the Obligations incurred by each Grantor, and the security interests granted to Agent, for the ratable benefit of Lenders, pursuant to the Credit Agreement. Each grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

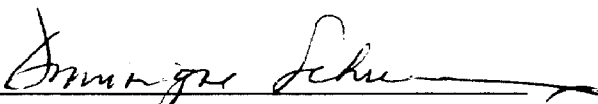
IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

“Grantors”

SCHURMAN FINE PAPERS

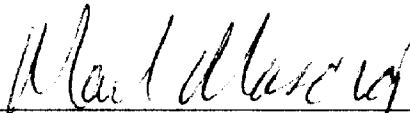
By: 
Dominique Schurman
President and Chief Executive Officer

PAPYRUS FRANCHISE CORPORATION

By: 
Dominique Schurman
President and Chief Executive Officer

“Agent”

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Mark Mascia
Duly Authorized Signatory

SCHEDULE 1
(PART A)

PATENTS AND PATENT LICENSES

None as of the Closing Date

SCHEDULE 1
(PART B)

TRADEMARKS AND TRADEMARK LICENSES

Trademarks Owned By Grantor Prior To and On the Closing Date

A. Federal Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
PAPYRUS	1,159,571	73/240,229	06/30/81	06/30/01
FLEUR DE LYS LOGO	1,942,921	74/630,586	12/19/95	12/19/05
THE ART OF SOCIAL EXPRESSION	1,972,557	74/630,587	05/07/96	05/07/06
MARCEL SCHURMAN	1,955,097	74/657,211	02/06/96	05/06/06
GIFT EXPRESSIONS	2,060,014	75/006,035	05/06/97	05/06/07
LAFFS BY MARCEL (Stylized)	2,112,408	75/212,956	11/11/97	11/11/07
FOR A CARD THAT'S A GIFT	1,178,636	73/253,848	11/17/81	11/17/01
LOGO DESIGN	1,514,145	73/717,328	11/22/88	11/22/08
PAPYRUS - FOR A CARD THAT'S A GIFT Plus Logo Design	1,514,144	73/717,327	11/22/88	11/22/08
DOMINIQUE DESIGNS	1,873,810	74/445,745	01/17/95	01/17/05
PAPYRUS And Design	n/a	75/642,167	n/a	

B. State (California) Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
PAPYRUS	8,976	n/a	12/03/79	12/03/09
FOR A CARD THAT'S A GIFT	9,456	n/a	03/19/80	03/19/00
LOGO DESIGN	32,596	n/a	04/29/88	04/29/08
PAPYRUS FOR A CARD THAT'S A GIFT Plus Logo Design	32,591	n/a	04/29/88	04/29/08
DOMINIQUE DESIGNS	98,492	n/a	12/23/93	12/23/03

C. Foreign Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
MARCEL SCHURMAN THE ART OF SOCIAL EXPRESSION Plus Fleur De Lys Design Logo	Hong Kong, China	05308	94/14545	12/06/94	12/06/01
PAPYRUS- FOR A CARD THAT'S A GIFT Plus Logo Design	Hong Kong, China	B02887	94/13728	11/21/94	11/21/01

SCHEDULE 1
(PART C)

COPYRIGHTS AND COPYRIGHT LICENSES

None as of the Closing Date