

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

Cardinal Brands, Inc.

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

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Bank National Association
Internal _____
Address: _____
Street Address: One U.S. Bank Plaza
City: St. Louis
State: Missouri
Country: US Zip: 63101

- Association Citizenship US
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)

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

Execution Date(s) September 28, 2006
 Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s)
See attached sheet

B. Trademark Registration No.(s)
See attached sheet

Additional sheet(s) attached? Yes No

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

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

Name: Robert G. Lancaster
Internal Address: _____
Street Address: c/o Bryan Cave, LLP
211 N. Broadway, Suite 3600
City: St. Louis
State: MO Zip: 63102
Phone Number: 314-259-2207
Fax Number: 314-259-2020
Email Address: rglancaster@bryancave.com

6. Total number of applications and registrations Involved: 43

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1090.00
 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 02-4467
Authorized User Name Bryan Cave, LLP

9. Signature: Robert G. Lancaster
Signature

October 31, 2006
Date

Robert G. Lancaster
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 17

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

TRADEMARK

REEL: 003419 FRAME: 0843

700294659

CH \$1090.00 024467 76136323

U.S. Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>
Accordion	1,030,041
Accordion (design - 3 downward arrows)	1,682,017
a adams (design)	2,594,773
a adams (design)	2,528,503
ADAMS	2,425,906
Alliance	2,766,015
Basic Value	2,339,810
BUSINESS ETIQUETTE	2,416,466
Cardinal (design logo)	1,106,078
Cardinal (Inflight Design - dove logo)	1,194,319
Craft Keepers	2,776,477
Create A Bag	2,692,443
Crop Case	2,649,017
Crop Station	2,731,388
EveryDay (stylized)	0,069,605
EZY Index (design)	1,072,207
File N Style	2,396,372
Generations (word mark)	3,078,061
Globalfile	1,935,270
Globe-Weis	1,624,788
JOB SEEKER	2,466,747
Letha-Tone	0,775,856
LIFESTAGES	2,567,860
Memory File	2,628,072
One-Touch	3,032,879
QUICKSTEP	2,474,757
Scrapfolio	2,682,796
Scrap-N-Sac	2,757,127
Scrap-N-Satchel	2,767,701
Slant-D	1,098,778
SpineVue	2,209,021
Stafford	1,059,260
Tax Forms Helper	2,291,644
Witty One	2,855,716
Write 'n Erase	1,896,204
Write 'n Stick	2,640,808
Xtralife	1,301,547

U.S. Trademark Applications

<u>Description</u>	<u>Application Number</u>
Cardinal Brands	76/135,323
Cb (logo)	78/714,730
Easy Open	78/755,186
Expand-A-Pocket	78/739,385
goFOLIO	78/656,972
OneStep (word mark)	78/765,490

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated September 28, 2006, is made by Cardinal Brands, Inc., a Nevada corporation (the "*Grantor*") in favor of U.S. Bank National Association, a national banking association, as agent (in such capacity, the "*Agent*") for itself and the other present and future holders of the Borrower's Obligations (as such term is defined in the Amended Credit Agreement referenced below). Terms used but not otherwise defined herein have the meaning ascribed thereto by the Amended Credit Agreement (as defined below).

WHEREAS, the Grantor has entered into a Revolving and Term Loan Credit Agreement dated as of December 29, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Existing Credit Agreement*"), with the Agent and the Lenders party thereto.

WHEREAS, Cardinal Brands, Inc., a Nevada corporation, has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Amended Credit Agreement*"), with the Agent and the Lenders party thereto.

WHEREAS, pursuant to the Existing Credit Agreement, the Grantor executed and delivered that certain Security Agreement dated as of December 29, 2004 in favor of the Agent for the benefit of the Existing Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Patent, Trademark and License Security Agreement dated as of December 29, 2004 in favor of the Agent for the benefit of the Existing Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of that certain Affirmation and Amendment of Collateral Documents dated of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Affirmation*"), the Grantor has granted to the Agent, for the ratable benefit of the Lenders, a security interest in the Additional IP Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional IP Collateral*"):

- (i) the patents set forth in Schedule A hereto (the "*Patents*");
- (ii) the patent applications set forth in Schedule B hereto (the "*Patent Applications*");

(ii) the patent applications set forth in Schedule B hereto (the "*Patent Applications*");

(iii) the trademark and service mark registrations set forth in Schedule C hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iv) the trademark and service mark applications set forth in Schedule D hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademark Applications*");

(v) the licenses and design agreements set forth in Schedule E hereto (the "*Licenses*");

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(viii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional IP Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Borrower's Obligations now or hereafter existing under or in respect of the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement, the IP Security Agreement and the Affirmation. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the IP Security Agreement and the Affirmation, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of Missouri.

[Signature Page Follows]

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

CARDINAL BRANDS, INC.,
a Nevada corporation

By: *Paula C. Wischnack*
Name: Paula C. Wischnack
Title: VP / Controller

STATE OF MISSOURI)
CITY) SS.
COUNTY OF ST. LOUIS)

On this 26th day September, 2006, before me, KATHLEEN M. DALY-WINSCHHEL, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named PAULA C. WISCHNACK (being the person authorized by said corporation to execute such instrument, stating his capacity in that behalf), to me personally well known, who stated that she is the VP / Controller of Cardinal Brands, Inc., a Nevada corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26th day of September, 2006.

Kathleen M. Daly Winschel
Printed Name: KATHLEEN M. DALY WINSCHHEL
Notary Public in and for said State

KATHLEEN M. DALY WINSCHHEL
Notary Public — Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: June 5, 2009
Commission # 05450259

*Notary — please affix seal in area
designated above*

SCHEDULE A**United States Patents**

<u>Patent</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Status</u>
Bracket for Supporting Office Desk Trays	D 341,077	11/09/93	Current
Bracket for Supporting Office Desk Trays	D 349,234	08/02/94	Current
Binder or Portfolio	5,445,251	08/29/95	Current
Binder with Label Holder Spine Vue Products	5,720,564	02/24/98	Current
Binder with Label Holder (continuation of 5,720,564) Spine Vue Products	5,951,189	09/14/99	Current
Calendar Holder	D 335,684	05/18/93	Current
Card File	D 335,504	05/11/93	Current
Combined Holder for Memo Paper and Vertical File	D 336,753	06/22/93	Current
Combined Memo Holder and Vertical File	D 340,068	10/05/93	Current
Customizable Decal and Kit for making the same	6,793,999	09/21/04	Current
Desk Organizer	D 335,895	05/25/93	Current
Desk Tray	D 335,505	05/11/93	Current
Design of Transport Case For Portable Expanding File Folders (Zippered)	D 459,887	07/09/02	Current
Design of Transport Case For Portable Expanding File Folders	D 469,254	01/28/03	Current
Double Cover Ring Binder (Pocket 4 Keeps)	5,411,293	05/02/95	Current
Expansion Pocket	5,118,137	06/02/92	Current
Expansion Pocket (C-I-P of 5,118,137)	5,261,701	11/16/93	Current
Extension Tray	D 337,618	07/20/93	Current
Horizontal and Vertical Organizer With Insert	D 356,337	03/14/95	Current
Index Sheet Assembly (One Step More/Pro)	5,299,879	04/05/94	Current
Index Sheet Assembly (One Step More/Pro) Continuation of 5,299,879	5,908,259	06/01/99	Current
Index Tab for a Divider Sheet (EZ Index)	5,875,579	03/02/99	Current
Looseleaf Binder	D 325,928	05/05/92	Current
Steno Work Center Providing a Holder for a Notebook and Other Articles	D 410,492	06/01/99	Current
Tape Dispenser	D 336,109	06/01/93	Current
Transport Case for Portable Expanding File Folders	6,364,110	04/02/02	Current

SCHEDULE B**Patent Applications United States****Application**

Coloring Paper Having Adhesive Backing
Coloring Paper Having Faint Lines
Easel Pad with Adhesive-Containing Patch
Easel Pad (Die-Cut Ledge)
Easel Pad with Folded Portion (Design Patent)
Multi-Functional Stack of Repositionable Sheets
Multi-Functional Stack of Repositionable Sheets Continuation-in-Part
"Slinky" Notepad

Dual Application with another Company

System and Method for Associating handwritten Information with One or More Objects Via Discontinuous Regions of a Preprinted Pattern "Pen-Like-Barcode Reader"
System, Methods and Computer Program Product for Assoc. Handwritten Information with One or More Objects

SCHEDULE CUnited States Trademarks

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
Accordion	1,030,041	01/13/76	01/13/16
Accordion (design - 3 downward arrows)	1,682,017	04/07/92	04/07/12
a adams (design)	2,594,773	07/16/02	07/16/12
a adams (design)	2,528,503	01/08/02	01/08/12
ADAMS	2,425,906	01/30/01	01/30/11
Alliance	2,766,015	09/23/03	09/23/13
Basic Value	2,339,810	04/11/00	04/11/10
BUSINESS ETIQUETTE	2,416,466	12/26/00	12/26/10
Cardinal (design logo)	1,106,078	11/14/78	11/14/08
Cardinal (Inflight Design - dove logo)	1,194,319	04/27/82	04/27/12
Craft Keepers	2,776,477	10/21/03	10/21/13
Create A Bag	2,692,443	03/04/03	03/04/13
Crop Case	2,649,017	11/12/02	11/12/12
Crop Station	2,731,388	07/01/03	07/01/13
EveryDay (stylized)	0,069,605	06/23/08	06/23/08
EZY Index (design)	1,072,207	08/30/77	08/30/07
File N Style	2,396,372	10/17/00	10/17/10
Generations (word mark)	3,078,061	04/11/06	04/11/16
Globalfile	1,935,270	11/14/95	11/14/15
Globe-Weis	1,624,788	11/27/90	11/27/10
JOB SEEKER	2,466,747	07/03/01	07/03/11
Letha-Tone	0,775,856	08/25/64	08/25/14
LIFESTAGES	2,567,860	05/07/02	05/07/12
Memory File	2,628,072	10/01/02	10/01/12
One-Touch	3,032,879	12/20/05	12/20/15
QUICKSTEP	2,474,757	08/07/01	08/07/11
Scrapfolio	2,682,796	02/04/03	02/04/13
Scrap-N-Sac	2,757,127	08/26/03	08/26/13
Scrap-N-Satchel	2,767,701	09/23/03	09/23/13
Slant-D	1,098,778	08/08/78	08/08/08
SpineVue	2,209,021	12/08/98	12/08/08
Stafford	1,059,260	02/15/77	02/15/07
Tax Forms Helper	2,291,644	11/09/99	11/09/09
Witty One	2,855,716	06/22/04	06/22/14
Write 'n Erase	1,896,204	05/30/95	05/30/15
Write 'n Stick	2,640,808	10/22/02	10/22/12
Xtralife	1,301,547	10/23/84	10/23/14

LIST OF BORROWER'S UNREGISTERED TRADEMARKS

adhesive pockets
Binder Finder
BlindEdge
Cardinal Brands
Cardinal Custom Solutions
Cardinal (design Logo)
Cb (logo)
Ceres
City Gear
Clean Break
ClearThru
Clear View Cropper
ClearVue
ColorVue
ColorWave
CoverLock
Create-A-Bag
Creative Work Center
Crop Caddy
Crop-n-Carry
Crop & File
Crop & File Paper Station
Cropper Pack
DataGuard
digital tools
Dimension Dots
dimension SQUARES
Dual-Fold
DuraPoly
Easy Open
EconomyValue
Eight Pocket Portfolio
Embellishment Keepers
Embellishment Poncho
Embellishment Tote
Expand-A-Pocket
EZYIndex
EZY-Lock
File Effects
File Express
Finger Friendly
finishing TOUCHES
Fun-to-Flip
GelTab

Generations (design)
Generations (word mark)
GlideRing
goFOLIO
Hold That Thought
HoldIt!
Kid's Keepsakes
Kid's Keepsake Kit
Large Scrap-N-Sac
let today's memories inspire future generations
Marbled File Express
Memory Album
memoryCASE
Memory Tote
Memory Express
Metal Embellishments
MicroFine
Mobile FileMax
Mobile Paper Station
My Generation
NoteStrip
OneStep (word mark)
Onestep (stylized)
Page Protectors
paperSAVER
Performer
Pen Poncho
petiteCROPPER
Photo Express
Photo File
PhotoMANAGER
PivotGrip
POCKETS 4 KEEPS
PolyColors
POLYtex
Power Estimator
Present-It
pretty SIMPLE
Profile
projectMANAGER
QuickVue
ReportPro
Repromaster (stylized)
Restickable
Restickable notes
Restickable sports notes

Rigi-Flex
Rolling Paper Organizer
Rubber Stamp Carry-All
Sassy Scrapper
Showfile
simple layered stickers
Simple Scrapbook(ing)
simple tools
SlideGrip
Soft Click (Easy Open)
Stackers
Sticker Saver
Sticks again...and again...and again
SuperLife
SuperStrength
SureLock
toolTOTE
The Computer Bag
Twist Binder
Twist Ring
ULTRATECH
Voyager
Weekender
Witty One (design)
WorkPlace
World Travelers
XtraValue

SCHEDULE D**United States Trademark Applications**

<u>Description</u>	<u>Application Number</u>
Cardinal Brands	76/135,323
Cb (logo)	78/714,730
Easy Open	78/755,186
Expand-A-Pocket	78/739,385
goFOLIO	78/656,972
OneStep (word mark)	78/765,490

SCHEDULE E

Licenses

Cardinal Brands, Inc. currently has a surf control software license agreement in place with a company called SurfControl. This prevents employees from getting to websites that could contain offensive materials.

Cardinal Brands, Inc. has a software license agreement in place with Symantec. This is virus protection software that protects all emails, desktop computers, laptop computers and the company servers.

Software license agreement with Oracle Corporation for financial, manufacturing, purchasing, and order entry modules. It also includes licensed software for Oracle Enterprise Gateway for AS400, Oracle database, Oracle Application Server, Enterprise license and Internet Developer Suite (IDS).

Corporate License Agreement (CLA) with Novell to provide software licenses for Novell products Netware 6.0 and Groupwise 6.0. Currently have 403 licenses. This CLA allows company to provide a flexible framework to manage the software.

Software License Agreement with Citrix. This license allows access to our computer applications.

Software License Agreement with Get Paid Software. This is accounts receivable tracking software used by the credit department.

Discoverer software license with Oracle Corporation. This software is a corporate reporting tool used to gather information out of the Oracle database. This also allows information to be extracted from the AS400 database through Oracle Gateway software.

Company has a site license to use Lawson Associates payroll processing software package operating on the SUN E3500 server residing in Topeka, Kansas.

Software license agreement with American Software, Inc. (ASI). This runs the manufacturing, distribution, and accounting programs on the AS400 business management package.

Insight software license agreement for AS400 general ledger system used for financials.

Software license with T.L. Ashford & Associates. This is barcode label software used for the AS400.

Software license agreement with Byteware, Inc. for virus software for AS400. This protects the AS400 for the document imaging software being used.

Software license agreement with JDA. This software is a planagram and designer software that allows us to build planagrams and change and modify layouts of any type. Analysis reports can then be run and sent to our customer or used internally. This is used for category management for WalMart Canada.

License Agreement with Bensons International Systems, Inc. for distribution of the "Easy Open" patented mechanism in Cardinal Brands Cardinal binders.

License agreement with COSMI granting Cardinal Brands, Inc. an OEM license to reproduce and to distribute in the United States, the computer programs entitled *The Complete Law Office* and *Estate and Asset Advisor*.

Trademark License Agreement with MeadWestvaco Corporation authorizing their use of our Globe-Weis trademark for use in manufacturing certain filing products for Staples.

Exclusive License Agreement with K & Company, LLC for use of specific designs to be used in Cardinal Brands products.

License Agreement with Nova Publishing Company for legal content language for Cardinal Brands self help legal forms, kits, CDs and floppy diskettes.

Trademark License Agreement with Poof-Slinky, Inc. for the use of the trademark "SLINKY®" in the manufacture, sale and distribution of certain sticky notes designed to look like a Slinky Spring Toy.

Sub-License Agreement made with Second Sight Enterprises, Inc. and CPP International, LLC for Cardinal Brands sub-license to use the guide markings (grid lines) covered by their US and Canadian patents on case pad products sold by Cardinal Brands.

Royalty Agreement with Larry Wittmeyer, Jr. for the sale of any products that use repositionable pressure sensitive adhesive that were or are designed by Wittmeyer using a certain method of construction.

License Agreement with Greenroom Design, Inc. for use of specific designs to be used in Cardinal Brands products.

License agreement with CPR International, Inc. to reproduce and to distribute throughout the world, computer software programs entitled Construction Works Complete for Excel, PaintCOST Estimator, and RemodelPACK Advantage for Excel. Also included are any modules in the software programs entitled ContractorPACK Advantage for Excel, RemodelPACK Advantage for Excel and HomePACK Advantage for Excel. These are to be used with business forms, contractor forms and kits.

License Agreement with Nolo to manufacture and reprint certain legal and business content and to distribute the products in wholesale and retail sales channels under the Cardinal and Adams brand and trademarks.

License form HJ Horn for the HK Series ring binder mechanism for the exclusive distribution to North America, including the United States and all of its territories, Mexico, and Canada, all of Central America and the entirety of South America.

Design Agreements – Artwork for hire Agreements

Design Agreement with Katie Fenwick for original works designed and used with Cardinal Brands Generations line of products sold.

Design Agreement with Michelle Oliver for original works designed and used with Cardinal Brands Generations lines of products sold.