

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Assignment of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Schurman Fine Papers		04/17/2009	CORPORATION: CALIFORNIA
644064 N.B. Inc.		04/17/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Wells Fargo Retail Finance, LLC
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1159571	PAPYRUS
Registration Number:	1178636	FOR A CARD THAT'S A GIFT
Registration Number:	1514144	PAPYRUS FOR A CARD THAT'S A GIFT
Registration Number:	1514145	
Registration Number:	1972557	THE ART OF SOCIAL EXPRESSION
Registration Number:	2364138	PAPYRUS
Registration Number:	2786437	CHELSEAPAPER.COM
Registration Number:	2875704	CHELSEA NOTES
Registration Number:	3240635	
Registration Number:	3235090	
Registration Number:	3199759	PAPYRUS
Registration Number:	3390782	PAPYRUS
Registration Number:	3380270	PAPYRUSONLINE.COM

CH \$365.00 1159571

Registration Number:

3235089

THE JOY OF EVERYDAY

CORRESPONDENCE DATA

Fax Number: (617)856-8201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:

23595/51

NAME OF SUBMITTER:

Mark S. Leonardo

Signature:

/Mark S. Leonardo/

Date:

04/27/2009

Total Attachments: 17

source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page1.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page2.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page3.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page4.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page5.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page6.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page7.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page8.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page9.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page10.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page11.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page12.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page13.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page14.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page15.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page16.tif
source=DOCS_B-#1650275-v1-WELLS_FARGO_-_PDF_IMAGE_023595_0051_(JSW)#page17.tif

COLLATERAL ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

COLLATERAL ASSIGNMENT OF THE TRADEMARK SECURITY AGREEMENT (this "Assignment"), dated as of April 17, 2009, made by and among SCHURMAN FINE PAPERS, d/b/a POPYRUS, a California corporation ("Papyrus"), 644064 N.B. INC., a New Brunswick corporation ("Papyrus Canada" and together with Papyrus, hereinafter, "Assignor"), with its principal executive offices at 500 Chadbourne Road, Caller Box 6030, Fairfield, CA 94533, WELLS FARGO RETAIL FINANCE, LLC, a Delaware limited liability company, with offices at One Boston Place, Boston, Massachusetts 02108, as Agent (hereinafter, "Assignee") and AGC, LLC, a Delaware limited liability company ("AGC").

WITNESSETH:

WHEREAS, Assignor has entered into that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of the date hereof by and among the Assignor, AGC, American Greetings Corporation, an Ohio corporation ("AG") and the other parties party thereto, pursuant to which, among other things, Assignor agreed to sell, transfer, convey, and assign to AGC all of the Assignor's right, title and interest in and to certain Intellectual Property (as such term is defined in the Purchase and Sale Agreement) owned by Assignor;

WHEREAS, in connection with the Purchase and Sale Agreement, AGC has entered into that certain Trademark License Agreement (the "Licensing Agreement"), dated as of the date hereof, by and among AG, AGC and Assignor pursuant to which, among other things, AGC agreed to grant Assignor an exclusive license to hold and use the Licensed Marks (as such term is defined in the License Agreement);

WHEREAS, in connection with the Purchase and Sale Agreement, the Assignor and AGC entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of the date hereof, by and between Assignor and AGC, pursuant to which, among other things, AGC granted Assignor a security interest in the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, in connection with the Purchase and Sale Agreement, the Assignor has requested that the Existing Loan Agreement be amended and restated in its entirety in order to permit the Assignor to enter into, and consummate the terms of, the Purchase and Sale Agreement and to make certain other amendments and modifications to the Existing Loan Agreement as provided in that certain First Amended and Restated Loan Agreement dated as of the date hereof (as may be amended, restated, modified and/or supplemented from time to time, the "Loan Agreement"; defined terms used herein without definition have the meanings given to such terms in the Loan Agreement) by and among the Assignor, Franchise, 644064 N.B. Inc., the Assignee and the Lenders named therein ("Lenders"); and

WHEREAS, as a condition precedent to the amendment and restatement of the credit facilities contemplated by the Loan Agreement, the Assignee and Lenders have required that the

Assignor enter into this Assignment pursuant to which the Assignor, among other things, collaterally assigns to Assignee all of its rights under the Trademark Security Agreement pursuant to the terms herein.

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

1. ASSIGNMENT AS SECURITY.

Assignor hereby grants to Assignee, for the benefit of itself and the Lenders, as additional security for the indefeasible payment in cash and performance in full of the Obligations, a first priority security interest in all of Assignor's rights, remedies, privileges, and claims (but none of Assignor's obligations) with respect to the Trademark Collateral (as defined in the Trademark Security Agreement collectively, the "Rights and Remedies").

2. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Upon the occurrence and during the continuance of an Event of Default, the assignment and transfer of the Rights and Remedies to Assignee, for the benefit of the Lenders, or by Assignee to any third party in connection with the enforcement of Assignee's rights pursuant to this Assignment or any other Loan Document shall not constitute a violation of the terms and conditions of any of the Trademark Security Agreement.

(b) Assignor has not delivered or received any notices of breach or default under the Trademark Security Agreement (or any intent, threat or anticipation of any breach or default thereunder). Assignor is not in default under any of the terms of any of the Trademark Security Agreement, and there are no events which, with the giving of notice or the passage of time or both, would constitute a default by Assignor under the Trademark Security Agreement. .

(c) To the best of Assignor's knowledge, AGC is not in default under any of the terms of the Trademark Security Agreement, and there are no events which, with the giving of notice or the passage of time or both, would constitute a default by AGC under the Trademark Security Agreement.

(d) Attached as Exhibit A hereto is a true, correct and complete copy of the Trademark Security Agreement, together with all schedules and exhibits.

(e) Assignor will perform and observe all of the material terms, covenants and conditions required to be performed and observed by it under the Trademark Security Agreement, and Assignor will do all things necessary to preserve and to keep unimpaired its rights under the Trademark Security Agreement.

(f) Assignor will (i) promptly notify Assignee of its receipt of any notice from AGC of any default by Assignor in the performance or observance of any of the terms, covenants or conditions on Assignor's part to be performed or observed under the Trademark Security Agreement, (ii) promptly notify Assignee of the receipt by Assignor of any other material notice from AGC pursuant to the provisions of the Trademark Security Agreement, and (iii) promptly

cause a copy of (A) any such notice received by Assignor from AGC and (B) any notice sent by Assignor to AGC to be delivered to Assignee.

(g) Assignor will not, without the prior written consent of Assignee, (i) amend, restate, supplement or otherwise modify the Trademark Security Agreement in any material respect, or surrender or suffer or permit any termination or cancellation of the Trademark Security Agreement (except in accordance with its terms), or (ii) consent or refuse to consent to any action taken or to be taken by AGC or anyone else under the Trademark Security Agreement, if such consent or refusal to consent would diminish or impair the security of any of the collateral pledged to Assignee for the Obligations pursuant to this Assignment.

(i) Assignor shall keep Assignee informed of all material circumstances bearing upon the Rights and Remedies.

3. TERMS AND CONDITIONS.

(a) Prior to the occurrence of an Event of Default, if Assignor has any right, privilege or claim against AGC under the Trademark Security Agreement, Assignor will take all actions necessary, in good faith, to enforce such right, privilege or claim and will cause any sums received by it in connection therewith to be paid to Assignee for application to the Obligations in accordance with the terms of the Loan Agreement.

(b) Assignor hereby irrevocably authorizes and empowers Assignee, at any time after the occurrence and during the continuation of an Event of Default, to (i) assert, either directly or on behalf of Assignor, any claims and demands and enforce, either directly or on behalf of Assignor, any rights and remedies which Assignor may have, from time to time, against AGC pursuant to or in connection with the Trademark Security Agreement, (ii) do any and all things necessary, convenient, desirable or proper to fully and completely effectuate the collateral assignment of the Rights and Remedies and (iii) collect any and all proceeds, awards or amounts due to Assignor under the Trademark Security Agreement, and apply such amounts on account of the Obligations in accordance with the terms of the Loan Agreement. Assignor hereby irrevocably makes, constitutes and appoints Assignee (and all officers, employees or agents designated by Assignee) as Assignor's true and lawful attorney-in-fact (such power being coupled with an interest and irrevocable) for the purpose of enabling Assignee or its designated agent to take any or all of the actions contemplated by clauses (i), (ii) and (iii) above and to execute such documents or instruments in the name or stead of Assignor as may be necessary, convenient, desirable or proper in Assignee's reasonable discretion. Assignor further agrees that in the event any action is brought by Assignee to enforce any rights under the Trademark Security Agreement, Assignor will fully cooperate with and assist Assignee in the prosecution thereof.

(c) Assignor hereby acknowledges and agrees that it shall remain liable under the Trademark Security Agreement to observe and perform all of the conditions and obligations to be observed or performed by Assignor thereunder, and neither this Assignment, nor any action taken by Assignee pursuant hereto, shall cause Assignee to be deemed to have assumed any of the obligations or liabilities of Assignor under the Trademark Security Agreement. Without limiting any rights of Assignee or the Lenders with respect to indemnification obligations under

the other Loan Documents, Assignor further agrees to indemnify, protect, defend and hold Assignee harmless from and against any claims or demands by AGC, except for such claims or demands arising from the gross negligence, willful misconduct or bad faith of Assignee.

(d) Assignor hereby agrees to keep Assignee reasonably informed of all circumstances bearing upon the exercise of Assignor's rights and remedies under the Trademark Security Agreement. In no event shall Assignor waive, amend, alter or modify any of its rights or remedies under the Trademark Security Agreement without the prior written consent of Assignee.

(e) This Assignment shall continue in full force and effect until the earlier of (i) the termination of the Trademark Security Agreement pursuant to the terms thereof or (ii) all of the Obligations have been indefeasibly paid in full in cash or performed in full and the Loan Agreement has been terminated, at which time Assignee shall release to Assignor Assignee's interest in the Trademark Security Agreement and any other rights assigned to Assignee hereunder; provided, however, that if this Assignment is terminated pursuant to clause (ii) above, this Assignment shall be automatically reinstated, without any further action, if at any time after all of the Obligations have been indefeasibly paid in full in cash and the Loan Agreement has been terminated, payment made or value received with respect to the Obligations is rescinded or must otherwise be returned by the Agent or any Lender upon the insolvency, bankruptcy or reorganization of the Assignor, or otherwise, all as though such payment had not been made or value received.

(f) No delay by Assignee in the exercise of its rights hereunder shall constitute a waiver of any such rights. A waiver by Assignee or the Lenders of a particular Event of Default shall not constitute a waiver of any subsequent Event of Default. Any waiver by Assignee of any right hereunder on one occasion shall not constitute a waiver on any other occasion.

(g) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE OF NEW YORK AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH PARTY HERETO WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 3(g).

(h) EACH PARTY HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ASSIGNMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. ASSIGNOR REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING

CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(i) AGC hereby consents to this Assignment and agrees to recognize any and all of Assignee's claims and rights hereunder without investigating any reason for any action taken by Assignee in accordance with the provisions hereof.

(j) Upon the occurrence and during the continuance of an Event of Default, Assignee, for the benefit of the Lenders, may assign all or any of its rights under this Assignment to one or more assignees in connection with Assignee's exercise of its rights as a secured creditor pursuant to the terms of the Loan Documents, or otherwise available to Assignee or any Lender at law or in equity pursuant to any Loan Document.

4. GENERAL CONDITIONS.

(a) This Assignment shall be binding upon, and shall inure to the benefit of, the respective successors and permitted assigns of the parties hereto.

(b) This Assignment shall be construed and enforced in accordance with the internal laws of the State of New York.

(c) Without limiting the Assignor's obligations under the Loan Agreement and other Loan Documents, the Assignor shall pay all reasonable attorneys' fees and expenses which Assignee may hereafter incur in enforcing any of its rights hereunder.

[SIGNATURE PAGE FOLLOWS]

In WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the 12th day of April, 2009.

ASSIGNOR:

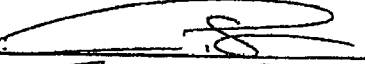
SCHURMAN FINE PAPERS d/b/a POPYRUS

By: 

Name: Thomas A. Smith

Title: CEO

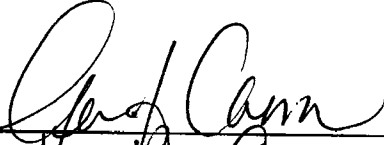
644064 N.B. INC

By: 
Name: Thomas R. Shea
Title: CEO

*Signature Page to Collateral Assignment of
Trademark Security Agreement*

ASSIGNEE:

WELLS FARGO RETAIL FINANCE, LLC

By: 
Name: Jennifer Cann
Title: Senior Vice President

AGREED AND CONSENTED TO:

AGC, LLC

By: Zewler

Name: _____

Title: _____

*(Signature Page to Collateral Assignment
of Trademark Security Agreement)*

EXHIBIT A

Trademark Security Agreement

See attached.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2009 (this "Agreement"), is made by and between AGC, LLC, an Ohio limited liability company (the "Grantor"), in favor of SCHURMAN FINE PAPERS, d/b/a Papyrus, a California corporation ("Papyrus").

W I T N E S S E T H :

WHEREAS, pursuant to the Trademark Licensing Agreement, dated as of the date hereof (the "Licensing Agreement"), by and among the Grantor, American Greetings Corporation and Papyrus, the Grantor has granted Papyrus a right and license to use the Papyrus Marks (as defined in the Licensing Agreement), subject to the limitations set forth in the Licensing Agreement;

WHEREAS, in connection with the Licensing Agreement, the Grantor has agreed to execute and deliver this Agreement and to grant to Papyrus a security interest in the Trademark Collateral (as defined below) solely for the purpose set forth herein;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided in the Licensing Agreement. The following terms used herein shall have the following meaning:

"AG Credit Agreement" shall mean that certain Credit Agreement, dated as of April 4, 2006, by and among Lender, the foreign subsidiaries of Lender from time to time party thereto, the lenders from time to time party thereto, National City Bank, as global administrative agent, and the other agents party thereto, as the same may be from time to time modified, amended, restated or supplemented, and any renewal, extension or refinancing thereof.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, as in effect from time to time.

"Insolvency Event" shall mean, with respect to any Person, (i) the commencement of a voluntary case by such Person under the Bankruptcy Code or the seeking of relief by such Person under any bankruptcy or insolvency or analogous law in any jurisdiction outside of the United States; (ii) the commencement of an involuntary case against such Person under the Bankruptcy Code and the petition is not controverted within 10 days, or is not dismissed within 60 days, after commencement of the case; (iii) a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of such Person; (iv) such Person commences (including by way of applying for or consenting to the appointment of, or the taking of possession by, a rehabilitator, receiver, custodian, trustee, conservator or liquidator (collectively, a "conservator") of such Person or all or any substantial portion of its property) any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, liquidation, rehabilitation, conservatorship or similar law of any

jurisdiction whether now or hereafter in effect relating to such Person; (v) any such proceeding of the type set forth in clause (iv) above is commenced against such Person to the extent such proceeding is consented to by such Person or remains undismissed for a period of 60 days; (vi) such Person is adjudicated insolvent or bankrupt; (vii) any order of relief or other order approving any such case or proceeding is entered; (viii) such Person suffers any appointment of any conservator or the like for it or any substantial part of its property that continues undischarged or unstayed for a period of 60 days; (ix) such Person makes a general assignment for the benefit of creditors or generally does not pay its debts as such debts become due; or (x) any corporate (or similar organizational) action is taken by such Person for the purpose of effecting any of the foregoing.

“Person” shall mean natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

“PTO” shall mean the United States Patent and Trademark Office.

“Secured Obligations” shall mean any actual damages of Papyrus arising from the rejection, pursuant to section 365 of the Bankruptcy Code, of the Licensing Agreement by the Grantor in any proceedings commenced by or against it under the Bankruptcy Code.

“Trademark Collateral” shall have the meaning ascribed to such term in Section 2 hereof.

“UCC” shall mean the Uniform Commercial Code, as in effect in the State of New York from time to time.

SECTION 2. Grant of Security Interest. As of the date hereof and until this Agreement is terminated pursuant to Section 6 hereof, Grantor hereby grants a security interest in favor of Papyrus, in and to the following and all proceeds thereof to secure the Secured Obligations:

(a) All of Grantor’s right, title and interest in and to the service marks, trademarks, trade names and trade dress set forth on Schedule I annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such marks, trademarks, trade names or trade dress;

(b) all renewals of any of the foregoing;

(c) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(d) the right to sue for past, present and future infringements and dilutions of any of the foregoing; and

(e) all of the Grantor’s rights corresponding to any of the foregoing throughout the world.

All of the foregoing marks, trademarks, service marks, trade name and trade dress described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the “Trademark Collateral.”

SECTION 3. Representation and Warrants. The Grantor represents and warrants to Papyrus as follows:

(a) Title and Authority. To Grantor’s knowledge, the Grantor has authority to grant to Papyrus the security interest in such Trademark Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) Validity of Security Interest. The security interest granted by the Grantor constitutes a legal and valid security interest in all of the Trademark Collateral, securing the payment and performance of the Secured Obligations.

SECTION 4. Covenants. Subject to Grantor’s commercially reasonable judgment under the circumstances in each case, the Grantor shall take reasonable steps, at its own expense, to process documents required by the Trademark Act of 1946, 15 U.S.C. §§1051 et seq., as amended, to maintain trademark registration.

SECTION 5. Right to Exercise. Upon the occurrence and during the continuance of an Insolvency Event in respect of the Grantor, Papyrus shall have the rights as a secured creditor under the UCC or under applicable law to exercise its rights under this Agreement.

SECTION 6. Termination. This Agreement shall automatically terminate upon the termination of the Licensing Agreement. Upon the termination of this Agreement, the security interest granted herein shall automatically terminate. Upon such termination, Papyrus will, at its sole expense, promptly return all of the Trademark Collateral held by Papyrus hereunder, and execute and deliver to the Grantor such documents and releases as the Grantor shall reasonably request to evidence such termination.

SECTION 7. Intercreditor Agreement. Papyrus agrees and covenants that upon the written request of the Collateral Agent (as defined in the AG Credit Agreement) it will enter into an intercreditor agreement with the Collateral Agent (as defined in the AG Credit Agreement) regarding the relative priority of the security interest granted hereunder and the Liens (as defined in the AG Credit Agreement) created under the Loan Documents (as defined in the AG Credit Agreement).

SECTION 8. Governing Law. **THIS AGREEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF OHIO.**

SECTION 9. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction,

then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

SECTION 10. Modifications; Counterparts. This Agreement may be amended or modified only by a writing signed by the Grantor and Papyrus. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart by electronic transmission shall be effective as delivery of a manually executed counterpart.

SECTION 11. Successors and Assigns. This Agreement shall be binding upon the Grantor and the Grantor's successors and assigns and shall inure to the benefit of, be enforceable and exercisable by, and be binding upon, Papyrus, and Papyrus' successors and assigns.

SECTION 12. Notice. All notices, requests, demands and other communications provided for hereunder shall be given as provided in Section 7.07 of the Licensing Agreement.

SECTION 13. Entire Agreement. This Agreement and the Licensing Agreement represent the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among the parties. There are no unwritten oral agreements among the parties.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

AGC, LLC

By: Z. W. [Signature]

Name:

Title:

SCHURMAN FINE PAPERS, d/b/a Papyrus

By: _____

Name:

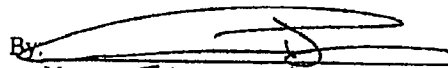
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

AGC, LLC

By: _____
Name:
Title:

SCHURMAN FINE PAPERS, d/b/a Papyrus

By: 
Name: Thomas A. Shaw
Title: CFO

SCHEDULE I

Trademark	Status	Place of Registration	Class	Registration Number	Registration Date
PAPYRUS	Renewed	US	42	1159571	6/30/1981
FOR A CARD THAT'S A GIFT	Renewed	US	42	1178636	11/17/1981
PAPYRUS FOR A CARD THAT'S A GIFT (Circle with flower)	Registered	US	42	1514144	11/22/1988
FOR A CARD THAT'S A GIFT	Registered	California	42	9456	3/19/1980
MISCELLANEOUS - Design (Circle with Flower)	Registered	US	42	1514145	11/22/1988
THE ART OF SOCIAL EXPRESSION	Registered	US	16	1972557	5/7/1996
PAPYRUS & DESIGN	Registered	US	35	2364138	7/4/2000
CHELSEAPAPER.COM&DESIGN	Registered	US	35, 42	2786437	11/25/2003
CHELSEA NOTES	Registered	US	16	2875704	8/17/2004
MISCELLANEOUS DESIGN (Hummingbird)	Registered	US	16	3240635	5/8/2007
MISCELLANEOUS DESIGN (Hummingbird)	Registered	US	35	3235090	4/24/2007
PAPYRUS	Registered	California	42	8976	12/3/1979
PAPYRUS	Registered	US	16	3199759	1/16/2007
PAPYRUS (in White) with Hummingbird (in Pink) and Brown Background	Registered	US	04, 16, 20, 35	3390782	3/4/2008
PAPYRUSONLINE.COM	Registered	US	16, 35	3380270	2/12/2008
THE JOY OF EVERYDAY	Registered	US	35	3235089	4/24/2007
MISCELLANEOUS DESIGN (Hummingbird)	Registered	Canada	No classes (Class 16 equivalent)	TMA733303	1/27/2009
MISCELLANEOUS DESIGN (Hummingbird)	Registered	Canada	No classes (Class 35 equivalent)	TMA733304	1/27/2009
PAPYRUS	Allowed	Canada	No classes (Class 16 equivalent)	N/A	N/A