

Assignment, Concurrent Use & Coexistence Agreement

This Assignment, Concurrent Use & Coexistence Agreement ("Agreement"), is entered into as of this 4th day of March, 2010 (the "Effective Date") by and between Tab Products Co., LLC, a Delaware limited liability company ("Tab Products"), and Ames Safety Envelope Company, a Massachusetts corporation sometimes known as "Ames Safety Envelope Company, Inc." ("Ames") (together, the "Parties").

Whereas, Ames is the owner of all right, title and interest in and to the trademark AMES and other AMES-formative marks (the "AMES Trademarks") for use in connection with a variety of goods and services, including without limitation paper products, office shelving and furniture, printing services, imaging services, file maintenance services, records management services, and on-demand printing services; including those registered marks set forth in the attached Exhibit A; and

Whereas, Ames is also the owner of all right, title and interest in and to certain trademarks related to and used in connection with the AMES Trademarks (the "Related Trademarks") for use in connection with a variety of goods and services, including without limitation computer accessory kits, file folders, binders and label printing software; as set forth in Exhibit B; and

Whereas, the Parties have entered into an Asset Purchase Agreement dated January 27, 2010 wherein Tab Products has purchased certain assets and liabilities of Ames, including, specifically for the purposes of this Agreement, certain of the AMES Trademarks and the Related Trademarks, along with the goodwill associated therewith; and

Whereas, further to the terms, and upon execution, of the Asset Purchase Agreement as well as thereafter, both Tab Products and Ames will concurrently have the right to use the AMES mark within the United States and Canada (the "Territory") as further specified herein; and

Whereas, Tab Products and Ames desire to set forth each other's rights and obligations under the terms of the above-mentioned concurrent use arrangement.

Now Therefore, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The following terms shall have the following meanings in this Agreement:

(a) "Ames Business" shall mean the "Ames On Demand" business and the "Ames Specialty Packaging" business (which includes Directories on Demand) as set forth and described in U.S. Reg. Nos. 2255715 and 2126769 and Canadian Reg. No. TMA 534,638, as well as providing online databases of medical records and medical histories.

(b) "Tab Products Business" shall mean all businesses conducted by Ames or its affiliates other than the Ames Business.

2. Ames hereby sells, assigns and transfers to Tab Products all right, title and interest in and to those registrations for the AMES Trademarks that are used in connection with

the Tab Products Business set forth in Exhibit A, together with the goodwill symbolized by the AMES Trademarks in the Tab Products Business, and the applications and/or common law uses thereof. For the avoidance of doubt, Ames shall retain all right, title and interest in and to those registrations for the AMES Trademarks that are used in connection with the Ames Business set forth in Exhibit A, including without limitation Reg. Nos. 2255715 and 2126769, together with the goodwill symbolized by the Trademarks in the Ames Business, and the applications and/or common law uses thereof. In addition, Ames hereby sells, assigns and transfers to Tab Products all right, title and interest in and to the Related Trademarks set forth in Exhibit B, together with the goodwill symbolized by the Related Trademarks, and the registrations, applications, and/or common law uses thereof.

3. In connection with the assignment contemplated in Section 2, the Parties will request, pursuant to 37 C.F.R. §2.171(b), that the U.S. Patent & Trademark Office divide those registrations set forth in Exhibit A that cover both the Tab Products Business and the Ames Business to create "parent" and "child" registrations for the affected marks; namely Reg. Nos. 2370106 and 2133853. Those goods and services that make up the Tab Products Business are shown in green, while those goods and services that make up the Ames Business are shown in red. Tab Products shall receive the newly-created "child" registrations (Reg. Nos. to be determined) while Ames will retain the "parent" registrations.

4. Beginning on the Effective Date, and continuing until this Agreement terminates pursuant to Paragraph 11, Tab Products shall have the right to use the AMES mark as set forth herein and as described in the "child" registrations in connection with the Tab Products Business. Notwithstanding the foregoing, Tab Products agrees that it shall have no rights in the AMESMYFILE mark for use in connection with the services recited in Reg. No. 3423441.

5. Beginning on the Effective Date, and continuing until this Agreement terminates pursuant to Paragraph 11, Ames shall have the right to use the AMES mark as set forth herein and as described in the "parent" registrations in connection with the Ames Business.

6. The Parties agree and acknowledge that the Tab Products Businesses and the Ames Business are sufficiently dissimilar to each other such that consumer confusion over the Parties' respective uses of the AMES mark in connection therewith is not likely to arise. Tab Products shall not contest Ames' right to use the AMES mark in connection with the Ames Business, and Ames shall not contest Tab Products' right to use the AMES mark in connection with the Tab Products Businesses.

7. Tab Products agrees never to oppose any AMES-formative trademark application filed by, or attempt to cancel any AMES-formative registration owned by, Ames in connection with the Ames Businesses in the Territory and expressly agrees that Ames may file new applications to register marks containing the word "AMES" in connection with the Ames Businesses in the Territory. Tab Products further agrees that a copy of this Agreement may be filed by Ames with the United States Patent & Trademark Office or the Canadian Intellectual Property Office in response to a refusal to register based on Tab Products' ownership of registrations for the AMES Trademarks, provided that Ames first notifies Tab Products of the need for the filing and receives Tab Products' consent, which shall not be unreasonably withheld.

8. Ames agrees never to oppose any AMES-formative trademark application filed by, or attempt to cancel any AMES-formative registration owned by, Tab Products in connection with the Tab Products Business in the Territory and expressly agrees that Tab Products may file

new applications to register marks containing the word "AMES" in connection with the Tab Products Business in the Territory. Ames further agrees that a copy of this Agreement may be filed by Tab Products with the United States Patent & Trademark Office or the Canadian Intellectual Property Office in response to a refusal to register based on Ames' ownership of registrations for the AMES Trademarks, provided that Tab Products first notifies Ames of the need for the filing and receives Ames' consent, which shall not be unreasonably withheld.

9. The Parties agree never to file an application to register, or claim any common law interest in, the AMES mark in connection with the other party's respective Business(es) as defined herein. Any desire of either Party to expand its use of the AMES mark beyond its permitted Business as defined herein shall be subject to further good faith negotiations between the Parties and shall require an amendment to this Agreement.

10. Each Party will immediately advise the other if it learns of instances of actual confusion caused by their respective uses of the AMES mark as permitted herein. The Parties will take reasonable steps to prevent such instances from recurring and to avoid confusion, and will further take whatever affirmative steps are reasonably necessary under the circumstances to remedy such instances of actual confusion.

11. This Agreement shall remain in effect for so long as the Parties continue to use the AMES mark. The restrictions imposed upon Tab Products shall terminate in the event that Ames abandons the AMES mark in connection with the Ames Business. The restrictions imposed upon Ames shall terminate in the event that Tab Products abandons the AMES mark in connection with the Tab Products Businesses.

12. All terms of this Agreement will apply to the Parties' activities within the Territory.

13. This Agreement shall not confer any rights or remedies upon anyone other than the Parties and their respective successors and permitted assigns.

14. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

15. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Either Party may assign its rights, interests and obligations hereunder in connection with the sale or transfer of its respective businesses (as defined in Section 1) to a third-party or an affiliate. Except as provided in the preceding sentence, no Party may assign either this Agreement or any of his rights, interests, or obligations hereunder without the prior written approval of Tab Products and Ames, which will not be unreasonably withheld.

16. This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

17. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) 1 business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) 1

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business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) 4 business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Ames:

Ames
12 Tyler Street
Somerville, Massachusetts 02143
Attn: William Shea

Copy to:

David R. Gluck, P.C.
79 Whittier Road
Needham, Massachusetts 02492
Attn: David R. Gluck

If to Tab Products:

Tab Products Co. LLC
605 Fourth Street
Mayville, Wisconsin 53050
Attn: John Palmer

Copy to:

Keating Muething & Klekamp PLL
One East Fourth Street
Suite 1400
Cincinnati, Ohio 45202
Attn: Edward E. Steiner, Esq.
J. Michael Hurst, Esq.

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

18. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. If Tab Products initiates a proceeding under or relating to this Agreement against Ames, it shall do so in the federal or state courts having jurisdiction over Middlesex County, Massachusetts (the "Massachusetts Courts") and not in any other court or tribunal. Tab Products hereby irrevocably consents to the jurisdiction of such Massachusetts Courts. If Ames initiates a proceeding under or relating to this Agreement against Tab Products, it shall do so in the federal or state courts having jurisdiction over Mayville, Wisconsin (the "Wisconsin Courts") and not in any other court or tribunal. Ames hereby irrevocably consents to the jurisdiction of the Wisconsin Courts.

19. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

20. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

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21. The Parties will bear their own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

22. Each Party hereto shall do and perform or cause to be done and performed all further acts and things and shall execute and deliver all other agreements, certificates, instruments and documents as the other Party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

23. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

Tab Products Co., LLC

By: 

Name: T.S. JAROSZEWICZ

Title: CEO

Date: 3/1/10

Ames Safety Envelope Company

By: 

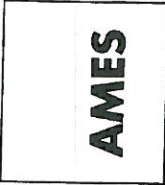
Name: WILLIAM SHEA

Title: CEO

Date: 3/1/10

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Exhibit A – AMES Trademarks

Mark	Owner	Goods/Services	Status/Key Dates
<p>AMES SN:75-576105 RN:2,370,106</p>	<p>Ames Safety Envelope Company, Inc. (Massachusetts Corp.)</p>	<p>(Int'l Class: 6) Safety ladders made of metal (Int'l Class: 7) Shredders (Int'l Class: 9) Computer diskette storage cases, and trays, cabinets and racks for storing computer data storage media, bar code readers (Int'l Class: 16) Paper products, namely, envelopes, file folders and file pockets for stationery use, medical diagnostic film jackets, printed labels not of textiles, index tabs and dividers, file and binder inserts, printed forms, adhesive stationery tape, custom printed retail boxes, file and storage boxes, lined and unlined x-ray mailers, anti-static computer diskette mailers, videotape mailers, and computer diskette, compact disk, and video tape sleeves; calendar stands, and non-paper stationery products, namely, paper punches, binders, clipboards, sheet protectors, file folder paper fasteners, label and tape dispensers, wall-mounted file, chart, and medical diagnostic film holders, file and desk organizers, index card holders and organizers; paper shredders for office use (Int'l Class: 20) Shelving, file cabinets and storage racks, stools, wheeled carts, furniture tables, modular office furniture, office chairs, and desks (Int'l Class: 40) Custom manufacture of compact disk storage cases</p>	<p>Registered Principal Register - Sec. 2(F) 8 & 15 September 2, 2006 Int'l Class: 6, 7, 20 First Use: 1994 Int'l Class: 16 First Use: 1996 Int'l Class: 9, 40 First Use: May 1, 1996 Filed: October 22, 1998 Published: May 2, 2000 Registered: July 25, 2000</p>
<p>AMES and Design </p> <p>SN:75-136020</p>	<p>Ames Safety Envelope Company, Inc. (Massachusetts Corp.)</p>	<p>(Int'l Class: 9) [Computer diskette storage cases and trays and cabinets and racks for storing computer data storage media] [ALREADY ABANDONED] (Int'l Class: 16) Paper products, namely, envelopes, file folders and pockets, medical diagnostic film jackets, labels, index tabs and dividers, file and binder inserts, printed forms, adhesive stationery tape, custom printed retail boxes, file and storage boxes, lined and unlined x-ray mailers, anti-static computer diskette mailers, videotape mailers, and computer diskette, compact disk, and video tape sleeves; and non-paper stationery products, namely, binders, clipboards, sheet protectors,</p>	<p>Renewed 8 & 15 February 3, 2008 Int'l Class: 16, 20 First Use: 1991 Int'l Class: 9, 40 First Use: May 1, 1996 Filed: July 18, 1996 Published: November 11, 1997 Registered: February 3, 1998</p>

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Mark	Owner	Goods/Services	Status/Key Dates
RN:2,133,853 AMES COLOR-FILE SN:75-136198 RN:2,294,854	Ames Safety Envelope Company, Inc. (Massachusetts Corp.)	file folder paper fasteners, label and tape dispensers, wall-mounted file, chart, and medical diagnostic film holders, file and desk organizers, index card holders and organizers (Int'l Class: 20) Shelving, file cabinets and racks, modular office furniture, office chairs (Int'l Class: 40) Custom manufacture of compact disk storage cases	Renewed 8 & 15 November 30, 2009 Int'l Class: 16 First Use: 1962 Filed: July 18, 1996 Published: September 7, 1999 Registered: November 30, 1999
AMES INFORMATION MANAGEMENT - FOR YOUR PEACE OF MIND SN:77-018466 Disclaimer: "INFORMATION MANAGEMENT"	Ames Safety Envelope Company (Massachusetts Corp.) 24 Tyler Street Somerville, Massachusetts 02143	(Int'l Class: 16) Paper products, namely, envelopes, file folders and pockets, medical diagnostic film jackets, printed labels, index tabs and dividers, file and binder inserts, printed forms, adhesive stationery tape, custom printed retail boxes, file and storage boxes, lined and unlined x-ray mailers, sleeves and mailers for photos, video tapes, computer diskettes, compact discs, dvds, and cassette tapes; non-paper stationery products, namely, binders, clipboards, sheet protectors, file folder paper fasteners, label and tape dispensers, wall-mounted files, namely, wall mounted file trays, printed charts, chart dividers, file and desk organizers, index card holders, file and paper sorters; file and paper organizers; catalogues in the field of stationery products, paper products, office supplies, shelving systems, office furniture, cabinets and racks (Int'l Class: 20) Shelving, file cabinets, storage racks, stools, modular office furniture, office chairs, office furniture, namely, desks (Int'l Class: 40) Commercial printing; digital printing; electronic document imaging and document scanning services; providing custom printing services (Int'l Class: 44) Maintaining files and records concerning	Allowed - Intent to Use 1st Extension of Time Granted January 14, 2010 Filed: October 11, 2006 Published: April 21, 2009

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Mark	Owner	Goods/Services	Status/Key Dates
		<p>the health and medical histories, medical records, medical conditions, health risk assessments, disease management and wellness programs of patients (Int'l Class: 35) Providing file and document moving services, namely, arranging for moving of documents and files via ground and air carriers; providing business records management; providing electronic business records management; providing an on-demand service to produce and maintain physician, medical specialist, healthcare professional, and healthcare facility on-line directories; providing medical records management for administrative purposes; providing electronic medical records management for administrative purposes (Int'l Class: 41) Providing an on-demand service to produce and maintain physician, medical specialist, healthcare professional, and healthcare facility brochures and newsletters, namely, publication of brochures and newsletters; custom desktop publishing for others (Int'l Class: 42) Providing custom label designs for others; providing custom design for others of files, tab dividers, mailers, x-ray jackets, envelopes, and folders; conversion of records and files in physical format to electronic media; providing consultation on conversion of records and files in physical format to electronic media</p>	
<p>AMESMYFILE SN:77-018569 RN:3,423,441</p>	<p>Ames Safety Envelope Company (Massachusetts Corp.) 12 Tyler Street Somerville, Massachusetts 02143</p>	<p>(Int'l Class: 44) Maintaining files and records concerning the health and medical histories, medical records, medical conditions, health risk assessments, disease management and wellness programs of patients; providing an online database of health and medical histories, medical records, medical conditions, health risk assessments, disease management and wellness programs of patients</p>	<p>Registered May 6, 2008 Int'l Class: 44 First Use: November 28, 2006 Filed: October 11, 2006 Published: June 5, 2007 Allowed: August 28, 2007</p>
<p>AMES ON-DEMAND SN:75-510591 RN:2,255,715 Disclaimer: "ON-DEMAND"</p>	<p>Ames Safety Envelope Company, Inc. (Massachusetts Corp.)</p>	<p>(Int'l Class: 42) Commercial printing, digital printing [, and custom desktop publishing]</p>	<p>Renewed 8 & 15 June 22, 2009 Int'l Class: 42 First Use: June 20, 1998 Filed: June 29, 1998 Published: March 30, 1999</p>

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Mark	Owner	Goods/Services	Status/Key Dates
<p>AMES SPECIALTY PACKAGING</p> <p>SN:75-136014 RN:2,126,769</p> <p>Disclaimer:"SPECIALTY PACKAGING"</p>	<p>Ames Safety Envelope Company, Inc. (Massachusetts Corp.)</p>	<p>(Int'l Class: 16) Custom printed paper products, namely, envelopes, computer diskette mailers, cd-rom mailers, videotape mailers, retail boxes, and computer diskette, compact disk, and video tape sleeves (Int'l Class: 40) Custom manufacture of compact disk storage cases</p>	<p>Registered: June 22, 1999 Renewed 8 & 15 January 6, 2008 Int'l Class: 16, 40 First Use: 1985 Filed: July 18, 1996 Published: October 14, 1997 Registered: January 6, 1998</p>

Canada

Mark	Owner	Goods/Services	Status/Key Dates
<p>AMES & DESIGN</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>AMES</p> </div> <p>AN:821399-00 RN:TMA505936</p> <p>Disclaimer: AMES</p>	<p>AMES SAFETY ENVELOPE COMPANY, INC. 21 PROPERZI WAY SOMERVILLE, MASSACHUSETTS 02143-0120 UNITED STATES</p>	<p>(Int'l Class: 16, 20) (1) Paper products, namely envelopes, file folders and pockets, medical diagnostic film jackets, labels, index tabs and dividers, file and binder inserts, printed forms, adhesive stationery tape, custom printed retail boxes, file and storage boxes, mailers; non-paper stationery products, namely binders, clipboards, sheet protectors, file folder paper fasteners, label and tape dispensers, wall-mounted file holders, wall-mounted chart folders, wall-mounted medical diagnostic film holders, file and desk organizers, index card holders and organizers; shelving, file cabinets and racks, data storage cabinets and racks, modular office furniture, office chairs.</p>	<p>Registered December 29, 1998 Filed: August 22, 1996 Published: March 25, 1998</p>
<p>AMES COLOR-FILE</p> <p>AN:822253-00 RN:TMA513670</p> <p>Disclaimer: AMES</p>	<p>AMES SAFETY ENVELOPE COMPANY, INC. 21 PROPERZI WAY SOMERVILLE, MASSACHUSETTS 02143-0120 UNITED STATES</p>	<p>(Int'l Class: 16) (1) Stationery products, namely, envelopes, file folders and pockets, labels and label dispensers, adhesive stationery tape and tape dispensers, index tabs, file and binder inserts, storage boxes and cartons, printed forms.</p>	<p>Registered July 29, 1999 Filed: August 27, 1996 Published: October 14, 1998</p>
<p>AMES SPECIALTY PACKAGING</p> <p>AN:822254-00 RN:TMA534638</p>	<p>AMES SAFETY ENVELOPE COMPANY, INC. 21 PROPERZI WAY SOMERVILLE,</p>	<p>(Int'l Class: 9) (1) Computer diskette sleeves, compact disk sleeves, video tape sleeves. (Int'l Class: 35, 40)</p>	<p>Registered October 16, 2000 Filed: August 27, 1996 Published: December 29, 1999</p>

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Mark	Owner	Goods/Services	Status/Key Dates
Disclaimer: AMES and SPECIALTY PACKAGING	MASSACHUSETTS 02143-0120 UNITED STATES	(1) Custom printing of compact disk storage cases and printed paper products, namely envelopes, mailers, retail boxes.	

Exhibit B – Related Trademarks

United States

Mark	Owner	Goods/Services	Status/Key Dates
CREATE-A-FILE SN:75-231236 RN:2,154,751	Ames Safety Envelope Company, Inc. (Massachusetts Corp.)	(Int'l Class: 9) Computer accessory kits comprising printers, ink cartridges and software for producing custom file labels; computer printers and parts therefor, including ink cartridges and software therefor (Int'l Class: 16) Blank labels, self-adhesive blank labels, and strip label applicators	Renewed 8 & 15 May 5, 2008 Int'l Class: 9, 16 First Use: January, 1996 In Commerce: May, 1996 Filed: January 27, 1997 Published: February 10, 1998 Registered: May 5, 1998
EASICLIP SN:75-136196 RN:2,069,794	Ames Safety Envelope Company, Inc. (Massachusetts Corp.)	(Int'l Class: 16) File folder sheet fasteners	Renewed 8 & 15 June 10, 2007 Int'l Class: 16 First Use: 1980 Filed: July 18, 1996 Published: March 18, 1997 Registered: June 10, 1997
KLEENTOUCH SN:77-530244 RN:3,709,918	Ames Safety Envelope Company (Massachusetts Corp.) 12 Tyler Street Somerville, Massachusetts 02143	(Int'l Class: 16) Binders, three-ring binders, binder covers	Registered November 10, 2009 Int'l Class: 16 First Use: October 6, 2008 Filed: July 24, 2008 Published: December 16, 2008 Allowed: March 10, 2009
KOMPRESS SN:75-136013 RN:2,092,958	Ames Safety Envelope Company, Inc. (Massachusetts Corp.)	(Int'l Class: 20) Shelving and file cabinets	Renewed 8 & 15 September 2, 2007 Int'l Class: 20 First Use: 1980 Filed: July 18, 1996 Published: June 10, 1997 Registered: September 2, 1997
SMARTLINK	Ames Safety Envelope	(Int'l Class: 9) Computer software for printing labels using	Registered

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Mark	Owner	Goods/Services	Status/Key Dates
SN:78-406861 RN:2,944,030	Company, Inc. (Massachusetts Corp.)	information from an existing data base	April 26, 2005 Int'l Class: 9 First Use: October 28, 2002 Filed: April 23, 2004 Published: February 1, 2005