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UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF VIRGINIA
 NORFOLK DIVISION

In re)	Chapter 11
)	
WORKFLOW MANAGEMENT, INC.,)	Case No. 10-____()
<u>et al.</u> ,)	
)	
Debtors.)	(Joint Administration Pending)
_____)	

**MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS
 PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a), 361 AND 363 AND
 BANKRUPTCY RULE 2002 AND 4001 (I) AUTHORIZING DEBTORS TO USE
 CASH COLLATERAL, (II) AUTHORIZING DEBTORS TO PROVIDE ADEQUATE
 PROTECTION IN THE FORM OF REPLACEMENT LIENS, ADMINISTRATIVE
 EXPENSE CLAIMS, AND ACCRUAL AND/OR PAYMENT OF INTEREST, (III)
 SCHEDULING FINAL CASH COLLATERAL HEARING,
AND (IV) GRANTING CERTAIN RELATED RELIEF**

Workflow Management, Inc. and certain of its subsidiaries and affiliates, as debtors and
 debtors in possession (collectively, the “Debtors” and each, a “Debtor”),¹ hereby move for entry
 of an interim order (the “Interim Order”), substantially in the form attached hereto as Exhibit A,

¹ The Debtors and the last four digits of the Debtors’ taxpayer identification numbers are as follows: Workflow Management, Inc. (7104); Workflow Holdings Corporation (9217); WF Capital Holdings, Inc. (5548); WF Holdings, Inc. (9106); Workflow Direct, Inc. (7497); Workflow Management Acquisition II Corp. (2039); WFIH, Inc. (0527); WFMI, Inc. (4282); Workflow of Florida, Inc. (4281); Workflow Solutions LLC (3769); SFI of Puerto Rico, Inc. (3413); Old FGS, Inc. (1438); Old UE, LLC (4060); The Relizon Company (4702); Relizon Wisconsin Inc. (8440); Relizon (Texas) Ltd., LLP (6437); Relizon SNE Inc. (4537); Relizon KNE Inc. (3935); Relizon de Mexico Inc. (6996); Formcraft Holdings General Partner, Inc. (5683); Formcraft Holdings Limited Partner, Inc. (5684). The mailing address for WF Capital Holdings, Inc., Old FGS, Inc., and Old UE, LLC is 150 West Main Street, Suite 2100, Norfolk, Virginia 23501. For all other Debtors, the mailing address is 220 E. Monument Avenue, Dayton, Ohio 45402.



and a final order (the “Final Order” and together with the Interim Order, collectively the “Cash Collateral Orders”), pursuant to sections 105(a), 361 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), Rules 2002 and 4001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2002-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Rules”), (i) authorizing the Debtors to use Cash Collateral (as defined herein) on an interim basis, (ii) authorizing adequate protection to the Prepetition Secured Parties (as defined herein) in the form of replacement liens, administrative expense claims, and the accrual and/or payment of interest and fees as described herein, and (iii) scheduling a hearing (the “Final Hearing”) to consider entry of an order authorizing the Debtors to use Cash Collateral on a final basis (collectively, the “Motion”). In support of this Motion, the Debtors rely upon the affidavit of Paul H. Bogutsky, Chief Financial Officer, Executive Vice President and Treasurer of Workflow Management, Inc. in Support of the Chapter 11 Petitions and First Day Pleadings (the “Bogutsky Affidavit”), filed contemporaneously herewith.

RULE 4001(b) STATEMENT

In connection with the Motion, and in accordance with Bankruptcy Rule 4001(b), the following is a summary of the material provisions of this Motion. This summary is qualified in its entirety by the Motion:

Entities with an Interest in Cash Collateral:

1. The First Lien Secured Parties (as defined herein) (See Motion ¶ 13); and
2. The Second Lien Secured Parties (as defined herein) (See Motion ¶ 18).

Purposes for the Use of the Cash Collateral

The Debtors intend to use Cash Collateral to pay vendors, make payroll, pay post-petition rents and expenses, pay amounts authorized by the Court, continue the Debtors' restructuring efforts, pay professional fees, and operate the Debtors' businesses post-petition in the ordinary course of business and without interruption. See Motion ¶¶ 35, 37.

Material Terms, Including Duration, of the Use of the Cash Collateral

The Debtors request use of Cash Collateral initially on an interim basis and subsequently, at a hearing to be set by the Court, on a final basis, for the period ending January 31, 2011, to preserve the value of the Debtors' estates for the benefit of all of the Debtors' stakeholders and creditors, including the Prepetition Secured Parties (as defined herein). See Motion at ¶ 32. Cash Collateral will be used in accordance with the budget attached as Exhibit B hereto, subject to Allowed Variances (as defined herein). See Motion ¶ 33.

Adequate Protection Provided to Prepetition Secured Parties

The following summarizes the adequate protection to be provided for the benefit of the Prepetition Secured Parties:

- (a) The Prepetition Agents (as defined herein) shall receive valid and perfected replacement liens on the Post-petition Collateral (as defined herein) to secure the amount of any Collateral Diminution (as defined herein), subject and subordinate only to (i) valid, perfected and enforceable prepetition liens; (ii) the Carveout (as defined herein); and (iii) as among the Prepetition Secured Parties, as provided in the Intercreditor Agreement (defined herein);
- (b) The Prepetition Agents shall receive administrative expense claims in the amount of any Collateral Diminution), as and to the extent provided in section 507(b) of the Bankruptcy Code;
- (c) The First Lien Agent (for the benefit of itself and the First Lien Secured Parties) shall, on account of the First Lien Loan Obligations (as defined herein), receive the payment of all interest and letter of credit fees at the non-default rate;
- (d) Interest on the outstanding Second Lien Loan Obligations (as defined herein) shall accrue post-petition at the non-default rate, and (i) the portion of such

aggregate accrued interest that is payable pursuant to the Second Lien Credit Agreement (as defined herein) by capitalizing such interest and adding it to the outstanding principal balance of the loans thereunder shall continue to be paid in such manner on the applicable payment dates under the Second Lien Credit Agreement, and (ii) the remainder of such aggregate accrued interest will accrue, subject to section 506(b) of the Bankruptcy Code, and not be paid in cash during the course of these chapter 11 cases;

- (e) The First Lien Agent shall, subject to section 506(b) of the Bankruptcy Code, receive payment in cash of its reasonable professional fees and expenses under the First Lien Credit Agreement (as defined herein); and
- (f) The professional fees and expenses of the Second Lien Agent under the Second Lien Credit Agreement (as defined herein) shall, subject to section 506(b) of the Bankruptcy Code, accrue post-petition.

See Motion ¶ 41.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. No trustee or examiner has been appointed in this chapter 11 case, and no committees have yet been appointed or designated.

BACKGROUND

3. On the date hereof (the “Petition Date”), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code. The factual background regarding the Debtors, including their business operations, their capital and debt structure, and the events leading to the filing of these bankruptcy cases, is set forth in detail in the Bogutsky Affidavit, fully incorporated herein by reference.²

4. The Debtors continue to operate their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. No trustee or examiner has been appointed in these chapter 11 cases, and no committees have yet been appointed or designated.

RELIEF REQUESTED

6. With this Motion, the Debtors seek approval of the use of Cash Collateral, through January 31, 2011, to provide the Debtors with the liquidity necessary for them to operate during their chapter 11 cases. With access to this liquidity, the Debtors will have sufficient flexibility to adjust their capital structure and reorganize their operations, so that they may emerge from chapter 11 as viable entities. The Debtors meet the Bankruptcy Code's standards for approval of the Cash Collateral Orders and will provide the Prepetition Secured Parties with adequate protection of their interests in the Cash Collateral. Accordingly, the Motion should be granted.

Summary of Loan Obligations

A. Debtors' Prepetition Secured Credit Facilities³

7. The Debtors' prepetition secured credit facilities are described in summary terms below.

First Lien Credit Facility

8. Workflow Management, Inc., as borrower (the "Borrower"), entered into a First Lien Credit Agreement dated as of November 30, 2005 (as amended from time to time, the "First Lien Credit Agreement"), among the various financial institutions from time to time parties thereto (the "First Lien Lenders"), Credit Suisse, Cayman Islands Branch, as

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bogutsky Affidavit.

³ To the extent that the First Lien Secured Parties (as defined herein) and the Second Lien Secured Parties (as defined herein) consent to the use of Cash Collateral on the terms provided herein, the Debtors will not contest the validity, priority, perfection or enforceability of their respective liens and claims (but shall retain their right to seek to equitably subordinate such claims) pertaining to the Prepetition Credit Facilities (as defined herein); however, the validity, priority perfection and enforceability of such liens and claims will in any event be subject to the review of any official committee of unsecured creditors appointed in these cases as necessary.

Administrative Agent for the First Lien Lenders (in such capacity, the “First Lien Agent”), and the other agents referred to therein, providing for first lien credit facilities (collectively, the “First Lien Credit Facility”) consisting of (i) a term loan facility (the “Term Loan Facility”) in the initial principal amount of \$275 million with a final maturity on November 30, 2011, and (ii) a revolving credit facility (the “Revolving Credit Facility”) in the maximum principal amount of \$35 million, a portion of which matures May 31, 2011 (“Revolver A”) and the remainder of which matures November 30, 2010 (“Revolver B”).⁴ The Revolving Credit Facility includes a subfacility comprised of \$4,819,000 face amount of outstanding letters of credit (collectively, the “Letters of Credit”) issued by Credit Suisse (the “Issuer”).

9. Originally, all of the Revolving Credit Facility matured on November 30, 2010. However, the Debtors obtained an extension of the maturity date of Revolver A, until May 31, 2011, from each of the First Lien Lenders participating in the Revolving Credit Facility, other than the initial holder of Revolver B. Revolver B is now held by SPCP Group, LLC, an affiliate of Silver Point Finance LLC, the Second Lien Agent (as hereafter defined).

10. Pursuant to an amendment to the First Lien Credit Facility dated April 30, 2009, the Borrower was no longer permitted to borrow revolving loans or with certain exceptions obtain new Letters of Credit under the Revolving Facility. As such, since May 2009, the Debtors have been operating solely on their cash flow without access to liquidity under the Revolving Credit Facility.

11. Outstanding loans under the First Lien Credit Facility are currently accruing interest, as follows: (a) the entire principal amount of such outstanding loans as of the Petition Date are being maintained as LIBO Rate Loans (as defined in the First Lien Credit

⁴ As part of the amendments of the First Lien Credit Facility, one of the Debtors has purchased a participation in Revolver A in the amount of \$5 million. That participation requires that that Debtor’s interest in Revolver A be

Agreement) (currently in the approximate principal amount of \$141.7 million, including capitalized interest and fees) and are currently accruing interest at a per annum rate equal to (i) the higher of (A) the LIBO Rate (as defined in the First Lien Credit Agreement) for a 3-month interest period expiring on September 30, 2010, or (B) 3%, plus (ii) a margin of 5%; and (b) the principal amount of any such outstanding loans as of the Petition Date that are or may become maintained as Base Rate Loans (as defined in the First Lien Credit Agreement) are accruing or will accrue interest at a per annum rate equal to (i) the Alternate Base Rate (as defined in the First Lien Credit Agreement) as in effect from time to time, now 6%, plus (ii) a margin of 4%. Outstanding Letters of Credit accrue a fee of 5% per annum on the outstanding face amount thereof. Accrued and unpaid interest on Base Rate Loans and accrued fees on Letters of Credit are payable on the last business day of each calendar quarter, and accrued and unpaid interest on LIBO Rate Loans is payable on the last day of the applicable interest period (and if such interest period is longer than three months, also at the end of each three-month period). All such accrued and unpaid interest and fees are payable on the applicable payment dates in cash, except that the portion of the aggregate accrued interest on such loans equal to interest accruing at 0.50% per annum on the outstanding balance thereof is not paid in cash, and instead is paid on the applicable payment date by capitalizing and adding such portion to the principal balance of the applicable loan, and thereafter the principal balance, as so increased, continues to accrue interest as provided above.

12. The obligations of the Borrower under the First Lien Credit Facility are guaranteed by each of the other Debtors, except WF Capital Holdings, Inc. (collectively the “Guarantors”, and together with the Borrower, collectively, the “Loan Parties”) pursuant to

repaid after all other amounts due under the First Lien Credit Facility have been paid.

guaranties by each Guarantor in favor of the First Lien Agent (as amended from time to time, collectively, the “First Lien Guaranties”).

13. Pursuant to the First Lien Credit Agreement, the Loan Parties have entered into the following additional documents (together with the First Lien Credit Agreement, the notes thereunder, the Letters of Credit, the First Lien Guaranties, the fee letters thereunder and the Intercreditor Agreement referred to below, collectively, the “First Lien Loan Documents”) to secure their respective obligations under the First Lien Credit Facility (collectively, the “First Lien Loan Obligations”): (a) that certain Pledge and Security Agreement dated as of November 30, 2005, by each Loan Party in favor of the First Lien Agent (for the benefit of the First Lien Lenders, the Issuer and the First Lien Agent (collectively, the “First Lien Secured Parties”)), granting a first priority security interest to the First Lien Agent (for the benefit of the First Lien Secured Parties) in substantially all of the personal property assets of such Loan Party⁵, other than (i) 35% of the capital stock of a non-debtor foreign subsidiary and (ii) certain other excluded property including the Ohio Equipment (defined below) (collectively, the “Prepetition Personal Property Collateral”); and (b) three Mortgages (as defined in the First Lien Credit Agreement) each by The Relizon Company (“Relizon”), a Guarantor, in favor of the First Lien Agent (for the benefit of the First Lien Secured Parties) encumbering certain real property (collectively, the “Prepetition Real Property Collateral” and together with the Prepetition Personal Property Collateral, collectively, the “Prepetition Collateral”). The Prepetition Collateral includes the cash and cash equivalents of the Loan Parties, as well as proceeds of the Prepetition Collateral (such as inventory existing as of the Petition Date), to the extent such proceeds are subject to the First Lien Agent’s liens post-petition pursuant to section 552 of the

⁵ Pursuant to a waiver obtained from the Prepetition Agents (defined herein), certain *de minimis* bank accounts are not subject to account control agreements.

Bankruptcy Code (all such property of the Loan Parties now owned or hereafter acquired falling within the definition of “cash collateral” in section 363(a)(1) of the Bankruptcy Code, the “Cash Collateral”).

14. As of the Petition Date, the aggregate outstanding First Lien Obligations (including undrawn Letters of Credit) totaled approximately \$146.5 million (including interest accrued through September 30, 2010), consisting of: (a) approximately \$111.5 million principal amount of loans outstanding under the Term Loan Facility; (b) approximately \$30.2 million principal amount of loans outstanding under the Revolving Credit Facility; and (c) approximately \$4.8 million undrawn face amount of Letters of Credit. The loans outstanding under the First Lien Credit Facility continue to accrue post-petition interest, subject to section 506(b) of the Bankruptcy Code. In addition, pursuant to the First Lien Credit Agreement and subject to section 506(b) of the Bankruptcy Code, the Letters of Credit and the First Lien Agent are accruing certain post-petition fees and the First Lien Agent is incurring reimburseable expenses.

Second Lien Credit Facility

15. The Borrower entered into an Amended and Restated Second Lien Credit Agreement dated as of December 19, 2005 (amending and restating the Second Lien Credit Agreement dated as of November 30, 2005, as such amended and restated agreement has been further amended from time to time, the “Second Lien Credit Agreement”), among the Borrower, the financial institutions from time to time parties thereto (collectively, the “Second Lien Lenders”; and together with the First Lien Lenders, collectively, the “Prepetition Lenders”), Silver Point Finance LLC, as Administrative Agent for the Second Lien Lenders (as the successor agent under the Second Lien Credit Agreement to Credit Suisse, Cayman Islands Branch, in such capacity, the “Second Lien Agent”; and together with the First Lien Agent, collectively, the “Prepetition Agents”), and the other agents party thereto, providing a \$140

million second lien term loan facility (the “Second Lien Credit Facility” and together with the First Lien Credit Facility, collectively, the “Prepetition Credit Facilities”) due November 30, 2012. Affiliates of the Second Lien Agent hold approximately \$110 million of the outstanding loans under the Second Lien Credit Facility.⁶

16. Loans outstanding under the Second Lien Credit Facility are currently accruing interest at a per annum rate equal to (a) the higher of (i) the LIBO Rate (as defined in the Second Lien Credit Agreement) for a 3-month interest period expiring on November 4, 2010, or (ii) 3%, plus (b) a margin of 15%. Accrued and unpaid interest on such loans is payable on the last day of the applicable interest period (and if such interest period is longer than three months, also at the end of each three-month period). The portion of such accrued and unpaid interest equal to interest accruing at 14.75% per annum on such outstanding principal amount is payable on the applicable payment dates in cash, and the remaining portion of the aggregate accrued interest on such loans (3.25%) is not paid in cash, and instead is paid on the applicable payment date by capitalizing and adding such remaining portion to the principal balance of the applicable loan, and thereafter the principal balance, as so increased, continues to accrue interest as provided above.

17. The obligations of the Borrower under the Second Lien Credit Facility are guaranteed pursuant to guaranties by each Guarantor in favor of the Second Lien Agent (as amended from time to time, collectively, the “Second Lien Guaranties”).

18. Pursuant to the Second Lien Credit Agreement, the Loan Parties have entered into the following additional documents (together with the Second Lien Credit

⁶ Other affiliates of the Second Lien Agent hold approximately \$33 million of the First Lien Credit Facility. These holdings consist of (i) \$22 million of the obligations outstanding under the Term Loan Facility, (ii) \$4.16 million of the obligations outstanding under Revolver A, and (iii) all \$6.8 million of the outstanding obligations under Revolver B.

Agreement, the notes thereunder, the fee letter thereunder, the Second Lien Guaranties and the Intercreditor Agreement, collectively, the “Second Lien Loan Documents”) to secure their respective obligations under the Second Lien Credit Facility (collectively, the “Second Lien Loan Obligations”): (a) that certain Pledge and Security Agreement dated as of November 30, 2005 (as amended from time to time), by each Loan Party in favor of the Second Lien Agent (for the benefit of the Second Lien Lenders and the Second Lien Agent (collectively, the “Second Lien Secured Parties”; and together with the First Lien Secured Parties, collectively, the “Prepetition Secured Parties”)) granting a second priority security interest to the Second Lien Agent (for the benefit of the Second Lien Secured Parties) in the Prepetition Personal Property Collateral; and (b) three separate Mortgages (as defined in the Second Lien Credit Agreement) each by Relizon in favor of the Second Lien Agent (for the benefit of the Second Lien Secured Parties), granting a second priority lien in the Prepetition Real Property Collateral, in each case, including the Cash Collateral.

19. As of the Petition Date, the aggregate outstanding Second Lien Loan Obligations totaled approximately \$196.5 million (including capitalized interest, accrued, but unpaid interest, and fees through September 30, 2010). The amounts outstanding on account of the Second Lien Credit Facility continue to accrue post-petition interest, subject to section 506(b) of the Bankruptcy Code. In addition, pursuant to the Second Lien Credit Agreement and subject to section 506(b) of the Bankruptcy Code, the Second Lien Agent is accruing certain post-petition fees and is incurring reimburseable post-petition expenses.

Prepetition Secured Parties Intercreditor Agreement

20. The Prepetition Agents are party to that certain Intercreditor Agreement dated as of November 30, 2005 (as amended from time to time, the “Intercreditor Agreement”).

Pursuant to that agreement, the Second Lien Agent has agreed, on behalf of the Second Lien Secured Parties to, among other things, subordinate their liens on the Prepetition Collateral to any liens on the Prepetition Collateral arising under the First Lien Loan Documents. The Second Lien Agent has also agreed to refrain from exercising certain of the rights of the Second Lien Secured Parties with respect to the use of Cash Collateral, provided that certain criteria have been met. The Loan Parties have acknowledged the Intercreditor Agreement.

21. Under the provisions of the Intercreditor Agreement, the Second Lien Secured Parties cannot dispute the Debtors' use of Cash Collateral to the extent that the First Lien Secured Parties consent to such use.

B. Other Debt for Borrowed Money⁷

WF Capital Holdings, Inc. BB&T Loan

22. Pursuant to a loan agreement dated as of December 31, 2008, among WF Capital Holdings, Inc., as borrower, Perseus Market Opportunity Fund, L.P., as guarantor, and Branch Banking and Trust Company ("BB&T"), WF Capital Holdings, Inc. is indebted to BB&T in the principal amount of \$20 million (the "BB&T Loan"). The BB&T Loan is not secured by any property of WF Capital Holdings, Inc. or any other Debtor.⁸ The interest rate on the BB&T Loan is variable. As of the Petition Date, the amount outstanding on account of the BB&T Loan was approximately \$20 million (not including accrued, but unpaid interest). No other Debtor is obligated on the BB&T Loan.

⁷ The descriptions of the obligations in this section are not an admission that any such obligations are valid and allowed claims, or that any liens with respect thereto are valid, perfected, enforceable or have priority over any other liens. The Debtors reserve all rights in regard thereto.

WF Capital Holdings, Inc. Perseus Convertible Note

23. WF Capital Holdings, Inc. is the maker of that certain Amended and Restated Convertible Note payable to Perseus Partners VII, L.P., dated as of March 4, 2008 (the “Perseus Note”). The Perseus Note is unsecured and is subordinated to the BB&T Loan. The Perseus Note was due September 4, 2009. The Perseus Note was not paid on its stated maturity date. The Perseus Note accrues interest at 16% per annum. As of the Petition Date, approximately \$58,500,000 (including accrued, but unpaid interest) was owed to Perseus Partners VII, L.P. on account of the Perseus Note. No other Debtor is obligated on the Perseus Note.

WF Capital Holdings, Inc. Perseus Interest Note

24. WF Capital Holdings, Inc. is the maker of that certain demand note payable to Perseus Market Opportunity Fund, L.P., dated as of October 29, 2009 (the “Perseus Interest Note”). The Perseus Interest Note is unsecured, and subordinated to the BB&T Loan and the Perseus Note. The Perseus Interest Note is a demand note and accrues interest at 12% per annum. Prior to the Petition Date, Perseus Market Opportunity Fund, L.P. did not present the Perseus Interest Note for payment. As of the Petition Date, approximately \$300,000 (including accrued, but unpaid interest) was owed to Perseus Market Opportunity Fund, L.P. on account of the Perseus Interest Note. No other Debtor is obligated on the Perseus Interest Note.

WF Holdings, Inc. Carlyle Unsecured, Subordinated Note

25. WF Holdings, Inc. is the maker of that certain seller subordinated promissory note payable to the Holder Representative defined therein for the benefit of the beneficial holders indentified on Schedule I thereto dated December 21, 2006 (the “Carlyle Note”). The Carlyle Note matures on May 29, 2013. The Carlyle Note is unsecured and

⁸ The BB&T Loan is fully secured by certain assets of Perseus Market Opportunity Fund, L.P.

subordinated in right of payment to the First Lien Loan Obligations and the Second Lien Loan Obligations. The Carlyle Note accrues interest at 12% per annum. As of the Petition Date, approximately \$12,500,000 (including accrued, but unpaid interest) was owed by WF Holdings, Inc. to the holder of the Carlyle Note. No other Debtor is obligated on the Carlyle Note.

Workflow Management, Inc. Unsecured, Subordinated Note

26. Workflow Management, Inc. is the maker of that certain promissory note payable to Perseus, L.L.C. dated February 6, 2009. That note was subsequently assigned from Perseus, L.L.C. to Perseus Market Opportunity Fund, L.P. (the “PMOF Note”). The PMOF Note is due February 6, 2011 (or any earlier date that the loans under the Second Lien Credit Agreement become due and payable). The PMOF Note is unsecured and subordinated in right of payment to the First Lien Loan Obligations and the Second Lien Loan Obligations. The PMOF Note accrues interest at 8% per annum. As of the Petition Date, approximately \$1.1 million (including accrued, but unpaid interest) was owed by Workflow Management, Inc. to Perseus Market Opportunity Fund, L.P. on account of the PMOF Note. No other Debtor is obligated on the PMOF Note.

Relizon Ohio Development Loan

27. On January 31, 2003, Relizon entered into a loan agreement with the State of Ohio Director of Development (the “Ohio Director”), which provided for an \$800,000 loan to Relizon (the “Ohio Development Loan”) to finance a portion of the purchase price of certain equipment purchased by Relizon and located at a Relizon facility in Coldwater, Ohio (collectively, the “Ohio Equipment”). The Ohio Development Loan matures on January 31, 2013. Pursuant to a Security Agreement dated as of January 31, 2003, by Relizon in favor of the Ohio Director, Relizon granted a security interest in the Ohio Equipment to secure the Ohio Development Loan and agreed not to further encumber the Ohio Equipment. By reason of such

negative pledge, the Ohio Equipment is excluded from the Prepetition Personal Property Collateral of the Prepetition Secured Parties. The interest rate applicable to the Ohio Development Loan is 3% per annum, plus a service fee of 0.25% per annum. The indebtedness outstanding on account of the Ohio Development Loan as of the Petition Date was approximately \$233,000 (including accrued, but unpaid interest). No other Debtor is obligated on the Ohio Development Loan.

C. Capital Leases

28. Certain Debtors are also party to certain capital leases of personal property with various entities. There is approximately \$325,000 in aggregate amounts remaining to be paid to the lessors of such leased property pursuant to these capital leases.

Use of Cash Collateral

A. Debtors' Liquidity Needs

29. As detailed in the Bogutsky Affidavit, the Debtors' payment obligations during the final quarter of 2010 would have resulted in a lack of liquidity, which has necessitated the filing of these chapter 11 cases.

30. The Debtors have, with the assistance of their advisors, analyzed their cash needs to enable the Debtors to maintain their operations in chapter 11 and to reorganize in a short time frame. In determining the amount of liquidity needed, the Debtors have analyzed the impact of the global economic outlook on the Debtors' near-term projected financial performance, including demand for the Debtors' products and services, and the costs to operate their business. The Debtors have also conferred with individuals with responsibilities for the Debtors' operations and management with respect to key business drivers in the near term and longer term to determine their liquidity needs.

31. To assess their immediate funding needs, the Debtors developed a cash flow forecast taking into account anticipated cash receipts and disbursements. The Debtors analyzed the impact of a bankruptcy filing on changes in working capital and other material cash disbursements. The Debtors identified other potential cash outlays that would increase the amount of cash necessary to maintain operations through January 2011, including required vendor payments, among other material disbursements.

32. The Debtors, in consultation with their advisors, have determined that the Debtors' immediate liquidity needs can be met by permitting the Debtors to use the Cash Collateral. Therefore, by this Motion, the Debtors request use of Cash Collateral to preserve the value of the Debtors' estates for the benefit all of the Debtors' stakeholders and creditors, including the Prepetition Secured Parties.

B. Requested Use of Cash Collateral

33. To avoid irreparable harm that would result from even a temporary loss of the use of Cash Collateral, the Debtors seek entry of the Interim Order authorizing the Debtors to use Cash Collateral in accordance with the Debtors' cash management system and for the purposes and in the amounts set forth in the budget attached hereto as Exhibit B (the "Budget"), and in accordance with orders of this Court, pending consideration of the Final Order at the Final Hearing, provided that the Debtors may exceed the expenditures in the Budget (collectively, the "Allowed Variances") as follows:

- (a) during each week of the Budget,
 - (i) the Debtors may make aggregate disbursements in payment of expenses of all types identified in the Budget if the amount of such disbursements, when added to the aggregate amounts disbursed by the Debtors in payment of expenses

of all types identified in the Budget during the previous three weeks, does not exceed 120% of the aggregate amount forecast in the Budget to be disbursed for all expenses during such four week period; and

(ii) the Debtors may make aggregate disbursements in payment of expenses of the type identified in any line item of the Budget if the amount of such disbursements, when added to the aggregate amounts disbursed by the Debtors in payment of expenses of such type during the previous three weeks (without giving effect to any additional payments made during such previous three weeks that were permitted by reason of the proviso to this clause (a)(ii)) does not exceed 120% of the aggregate amount forecast in the Budget to be disbursed to pay such expenses during such four week period; provided, however, that the aggregate amount of the disbursements the Debtors may make in any week to pay expenses of the type identified in any line item of the Budget pursuant to this clause (a)(ii) shall be increased over the amount otherwise so permitted (before giving effect to this proviso) by an amount equal to the difference between (A) the aggregate amount of the disbursements that the Debtors are permitted to make during such week pursuant to this clause (a)(ii) (without giving effect to this proviso) to pay expenses of the type identified in any other line item of the Budget, and (B) the actual disbursements made by the Debtors during such week in payment of such other expenses; and

(b) the Debtors may pay professional fees earlier or later than the times set forth in the Budget, and in amounts greater or less than as set forth in the Budget, provided that such payments shall be subject to Court approval to the extent required by the Bankruptcy Code,

the Bankruptcy Rules, and Local Rules, and shall be paid as and when permitted by Court order, and in such amounts as the Court may authorize.

34. The Debtors may also vary from the Budget with the consent of each Prepetition Agent (subject to the Intercreditor Agreement), or by further Order of the Court.

35. Without authorization from the Court to use Cash Collateral in accordance with the Budget, the Debtors will be left without a source of working capital and will be unable to operate their business. Absent the ability to use Cash Collateral to fund daily operations on an interim basis, substantial value in the Debtors' estates will likely evaporate within days. Thus, if the Debtors are to have any prospect of maintaining their going concern value for the benefit of their creditors and other stakeholders, the Debtors must be able to pay vendors, make payroll, continue the Debtors' restructuring efforts, and operate the Debtors' business post-petition in the ordinary course and without interruption.

36. Section 363(c)(2) of the Bankruptcy Code, which governs the ability of a debtor to use cash collateral, provides in relevant part that:

The [debtor] may not use, sell, or lease cash collateral . . .
unless—

(A) each entity that has an interest in such cash collateral
consents; or

(B) the court, after notice and a hearing, authorizes such
use, sale, or lease in accordance with the provisions of this
section.

11 U.S.C. § 363(c)(2).

37. As indicated in the Budget, the Debtors propose to use Cash Collateral to fund the ongoing restructuring efforts, including, without limitation, paying payroll, paying post-petition vendors, paying post-petition rents and lease obligations, paying professionals, paying amounts approved by the Court, and otherwise operating their business in the ordinary course.

Use of Cash Collateral in this fashion will preserve value for all of the Debtors' stakeholders and creditors, including the Prepetition Secured Parties. Moreover, as indicated in the Budget, the use of Cash Collateral will produce additional cash and accounts receivable.

B. Debtors' Proposed Adequate Protection

38. Section 363(e) of the Bankruptcy Code provides that, upon request of a party with an interest in property of the estate, the Court may prohibit or condition the use, sale, or lease of property in which another entity has an interest "as necessary to provide adequate protection of such interest." 11 U.S.C. § 363(e). While the Bankruptcy Code does not define "adequate protection," section 361 of the Bankruptcy Code provides certain examples: (a) periodic cash payments, (b) additional or replacement liens, or (c) other relief resulting in the "indubitable equivalent" of such entity's interest in the collateral. 11 U.S.C. § 361. Thus, under section 363(e), a secured creditor is entitled, upon request, to adequate protection "as necessary" to preserve the value of its interest in property, but not more.

39. A determination of what constitutes "adequate protection" must be undertaken on a case-by-case basis. See MBank Dallas, N.A. v. O'Connor (In re O'Connor), 808 F.2d 1393, 1396-97 (10th Cir. 1987); In re Beker Indus. Corp., 58 B.R. 725, 736 (Bankr. S.D.N.Y. 1986). As the Fourth Circuit has noted, "[t]he concept of adequate protection is an amorphous one, but, in essence, it means that the value of a creditor's interest in the property securing the debt owed to him may not be diminished." Ford Motor Credit Co. v. JKJ Chevrolet (In re JKJ Chevrolet), 1997 U.S. App. LEXIS 18180, *6 (4th Cir. July 21, 1997); see also United Sav. Assoc. v. Timbers of Inwood Forest Assocs., 484 U.S. 365, 370 (1988) (secured creditor entitled to adequate protection against diminution in value of its interest in property); 495 Cent. Park, 136 B.R. 626, 631 (Bankr. S.D.N.Y. 1992) ("The goal of adequate protection is to

safeguard the secured creditor from diminution in the value of its interest during the chapter 11 reorganization.”); Beker, 58 B.R. at 736.

40. No parties other than the Prepetition Secured Parties have an interest in Cash Collateral.

41. The Prepetition Secured Parties are entitled, pursuant to sections 105, 361 and 363 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, in an amount equal to the Collateral Diminution (as defined below). As used herein, “Collateral Diminution” on any date of determination shall mean an amount equal to the postpetition diminution of the value, if any, of the Prepetition Collateral upon which any of the Prepetition Secured Parties had, on the Petition Date, valid, perfected, enforceable and unavoidable liens or security interests as of such date, from the value of such Prepetition Collateral on the Petition Date, as a result of the Debtors’ use of the Cash Collateral in accordance with the terms and conditions of this Motion. As adequate protection for any Collateral Diminution, each Prepetition Agent (for the benefit of the applicable Prepetition Secured Parties) shall be granted the following (collectively, the “Adequate Protection”):

- (a) Adequate Protection Claims. Allowed administrative expense claims, in the amount of any Collateral Diminution, as and to the extent provided in section 507(b) of the Bankruptcy Code (the “Adequate Protection Claims”), which Adequate Protection Claims shall have recourse to and be payable from all pre- and post-petition property of the Debtors, excluding causes of action arising under chapter 5 of the Bankruptcy Code, and the proceeds thereof. The Adequate Protection Claims shall be subject and subordinate only to the Carveout (defined below), and, as among the Prepetition Secured Parties, as provided in the Intercreditor Agreement.
- (b) Adequate Protection Liens. As security for the payment of the amount of any Collateral Diminution, each Prepetition Agent (for itself and for the benefit of the applicable Prepetition Secured Parties) shall be granted (without the necessity of the execution by the Debtors of security agreements, pledge agreements,

mortgages, financing statements or other agreements) a valid, perfected replacement security interest in and lien on (collectively, the “Adequate Protection Liens”) all property acquired by the Debtors after the Petition Date, excluding causes of action arising under chapter 5 of the Bankruptcy Code and the proceeds thereof (the “Post-petition Collateral”), subject and subordinate only to: (i) valid, perfected and enforceable prepetition liens (including, without limitation, the lien of the Ohio Director encumbering the Ohio Equipment to secure the Ohio Development) which are senior to the Prepetition Agents’ liens or security interests as of the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code; (ii) the Carveout; and (iii) as among the Prepetition Secured Parties, as provided in the Intercreditor Agreement.

- (c) Adequate Protection Priorities. The Adequate Protection Claims and the Adequate Protection Liens granted pursuant to subparagraphs (a) and (b) above shall have the same relative priority vis-a-vis the Post-petition Collateral and otherwise as the security interests and liens held by the First Lien Agent and the Second Lien Agent, respectively, to secure the First Lien Loan Obligations and the Second Lien Loan Obligations, respectively, in accordance with the applicable First Lien Loan Documents and the Second Lien Loan Documents, including the Intercreditor Agreement. The application of payments received with respect to the foregoing shall be made in the order of priority as set forth in the First Lien Loan Documents and the Second Lien Loan Documents, including the Intercreditor Agreement.
- (d) Adequate Protection Payments and Accrual of Interest. (i) The First Lien Agent (for the benefit of itself and the First Lien Secured Parties) shall receive from the Debtors: (A) within two (2) business days after the date of entry of the Interim Order, payment of all accrued and outstanding interest (calculated at the non-default LIBO Rate or the non-default Base Rate, as applicable prior to the Petition Date) and letter of credit fees (at the non-default rate applicable under the First Lien Credit Agreement prior to the Petition Date), that were payable in cash prior to the date of entry of the Interim Order pursuant to the terms of the First Lien Credit Agreement, and that portion of such aggregate accrued and unpaid interest that was payable by capitalizing and adding such interest to the principal balance of the applicable loan shall be paid in such manner on or as of such second business day; and (B) thereafter, the payment, on the dates payable pursuant to the terms of the First Lien Credit Agreement, of the portion of current interest (calculated at the applicable non-default LIBO Rate or Base Rate as applicable to outstanding loans thereunder prior to the Petition Date) payable in cash and letter of credit fees, and all other current fees and disbursements (including, but not limited to, the amounts set forth in clause (ii) of subparagraph (e) below at the applicable non-default rates in effect under the First Lien Credit Agreement prior to the Petition Date), and the portion of such aggregate accrued and unpaid interest that is payable under the terms of the First Lien Credit Agreement by

capitalizing such portion and adding such portion to the principal balance of the applicable loan shall continue to be paid in such manner. (ii) Interest on the outstanding Second Lien Loan Obligations will accrue post-petition, at the non-default LIBO Rate, and (A) the portion of such aggregate accrued interest that is payable pursuant to the Second Lien Credit Agreement by capitalizing such interest and adding it to the outstanding principal balance of the loans thereunder shall continue to be paid in such manner on the applicable payment dates under the Second Lien Credit Agreement, and (B) the remainder of such aggregate accrued interest will accrue, subject to section 506(b) of the Bankruptcy Code, and not be paid in cash during the course of these chapter 11 cases, without further order of the Court.

- (e) Fees and Expenses. As additional adequate protection, subject to section 506(b) of the Bankruptcy Code, the Debtors shall pay indefeasibly in cash: (i) the reasonable professional fees and expenses (including, but not limited to, the fees and disbursements of counsel, third-party consultants, including financial consultants, and auditors) incurred by the First Lien Agent under the First Lien Credit Agreement arising prior to the Petition Date; and (ii) on a current basis, the reasonable professional fees and expenses (including, but not limited to, the fees and disbursements of counsel, third-party consultants, including financial consultants, and auditors) incurred by the First Lien Agent under the First Lien Credit Agreement arising subsequent to the Petition Date. The payment of the fees, expenses and disbursements set forth in this subparagraph (e) (including professional fees and expenses of any professionals or advisors retained by or on behalf of the First Lien Agent) shall be made within ten (10) business days after the receipt by the Debtors (the “Review Period”) of invoices thereof (the “Invoiced Fees”) (subject in all respects to applicable privilege or work product doctrines) and without the necessity of filing formal fee applications, including such amounts arising before and after the Petition Date; provided, however, that the Debtors may preserve their right to dispute the payment of any portion of the Invoiced Fees (the “Disputed Invoiced Fees”) if, within the Review Period, the Debtors pay in full the undisputed portion of such Invoiced Fees, with the Disputed Invoiced Fees being paid upon resolution of any dispute by the parties, or by the Court after notice and a hearing. The reasonable professional fees and expenses (including, but not limited to, the fees and disbursements of counsel, third-party consultants, including financial consultants, and auditors) incurred by the Second Lien Agent under the Second Lien Credit Agreement will accrue post-petition, subject to section 506(b) of the Bankruptcy Code, but will not be paid in cash during the course of these chapter 11 cases, without further order of the Court.
- (f) Information. The Debtors shall provide to each Prepetition Agent a weekly report, in the form of the Budget, comparing actual results to budgeted amounts for all categories appearing in the Budget, to be delivered on each Friday beginning on October 8, 2010.

42. The Debtors propose that, as between the First Lien Secured Parties and the Second Lien Secured Parties, the Adequate Protection provided to each Prepetition Agent for the benefit of the applicable Prepetition Secured Parties be governed by the terms of the Intercreditor Agreement.

43. The Adequate Protection Liens and Adequate Protection Claims to be granted shall constitute valid and duly perfected security interests and liens and allowed administrative expense claims, respectively, only to the extent that the respective Prepetition Secured Parties had valid, unavoidable and duly perfected liens on the Prepetition Collateral, including the Cash Collateral, on the Petition Date, and subject to any defenses that may exist with respect to such liens. The payment or accrual by the Debtors of any amounts as interest, fees or expenses to any of the First Lien Secured Parties or to the Second Lien Secured Parties under the Interim Order shall be subject to allowance and recharacterization in accordance with section 506(b) of the Bankruptcy Code.

D. The Proposed Adequate Protection is Sufficient

44. The Debtors submit that the Adequate Protection preserves the value of the applicable Prepetition Secured Parties' interest in the Prepetition Collateral, including the Cash Collateral, and thus adequately protects their interest therein.

45. Given that the Debtors' use of Cash Collateral in accordance with the Budget will fund the Debtors' restructuring and ongoing operations, the Cash Collateral expended by the Debtors should yield additional revenues. It is expected that the Debtors' cash, accounts receivable and inventory positions will, as set forth in the Budget and the Bogutsky Affidavit, increase over the period of the Budget. Many cases find that so long as the debtor operates at a break-even point, the value of a secured creditor's interest is not diminishing. *See*

In re Dynaco Corp., 162 B.R. 389, 395 (Bankr. D.N.H. 1993) (finding adequate protection where post-petition inventory and collateral levels would remain generally steady over time, even though certain short-term or cyclical dips would occur, as collateral subject to a floating lien is replenished as the debtor's operations continue); In re T.H.B. Corp., 85 B.R. 192, 195 (Bankr. D. Mass. 1988) ("Because the proceeds of accounts receivable are being used in a business which is operating at an approximate break-even point, it follows that the stream of cash collateral will likely remain at an approximate even level over a sustained period, with new proceeds replacing old. The constant nature of this stream give the [secured lender] protection for its cash collateral."); In re Pursuant Athletic Footwear, Inc., 193 B.R. 713, 716-17 (Bankr. D. Del. 1996) (finding adequate protection and authorizing use of cash collateral where, although debtor had not operated profitably prepetition, there was no post-petition diminution in the value of the lender's collateral); *see also* 3 COLLIER ON BANKRUPTCY ¶ 361.03[3][a] ("The grant of additional or replacement liens may be particularly appropriate when the affected creditor hold a "floating lien" on after-acquired property, such as inventory or accounts."). In the current case, under the Budget, the Debtors' operations are not only breaking even, they are generating positive cash flow. This increased revenue more than adequately protects the value of the Prepetition Secured Parties' interest in the Cash Collateral.

46. Even if the Adequate Protection Liens would not constitute sufficient adequate protection on their own, the Administrative Expense Claims in the Debtors' chapter 11 cases will provide further adequate protection to the Prepetition Secured Parties.

47. Moreover, the Debtors will provide for the payment in cash of non-default post-petition interest to the First Lien Secured Parties to the same extent as was provided prior to

the Petition Date, and will provide for the accrual of post-petition non-default interest to the Second Lien Secured Parties, subject to section 506(b) of the Bankruptcy Code.

48. Because the value of the Prepetition Secured Parties' interest in the Cash Collateral is not diminishing and the Debtors are providing the Adequate Protection pertaining to any Collateral Diminution, none of the Prepetition Secured Parties are entitled to any further adequate protection under the Bankruptcy Code. *See* 11 U.S.C. § 363(e) (requiring adequate protection only "as necessary" to protect the secured creditor's interest in property).

49. Because the Prepetition Secured Parties' interest in the Cash Collateral will be adequately protected, the Debtors request that the Cash Collateral Orders bar all the Prepetition Secured Parties from placing an administrative hold on any of the accounts holding Cash Collateral.

E. Carveout

50. The Debtors propose that the Adequate Protection described herein be subject to: (a) the payment of allowed fees and expenses incurred by professionals retained pursuant to sections 327, 328 or 1103 of the Bankruptcy Code by the Debtors or any statutory committee of unsecured creditors in an aggregate amount not to exceed \$1,000,000 following the termination of the use of Cash Collateral pursuant to the provisions of the Interim Order (as provided below) or the Final Order (the "Termination Date"), plus all fees and expenses previously awarded or incurred by any such professionals prior to the Termination Date, subject to Court approval; and (b) quarterly fees required to be paid pursuant to 28 U.S.C. § 1930(a)(6) and any fees payable to the Clerk of the Bankruptcy Court (collectively, the "Carveout"). The Debtors request that the Court approve the terms of the Carveout, and order that so long as the Debtors remain entitled to use Cash Collateral, the Debtors shall be permitted to pay all

compensation and reimbursement allowed and payable under sections 330 and 331 of the Bankruptcy Code, and orders of this Court, and the amounts so paid prior to the Termination Date shall not reduce the Carveout.

F. Terms of Use of Cash Collateral

51. The Debtors seek approval to use Cash Collateral under the terms of the Interim Order until the date that is five (5) business days after the date that either of the First Lien Agent or the Second Lien Agent (subject to the restrictions on the Second Lien Agent set forth in the Intercreditor Agreement) provides notice to the Debtors in writing of the occurrence of an “Event of Default,” subject to the Cure Right (as defined below).

52. An “Event of Default” for purposes of the use of Cash Collateral shall occur if (a) the Debtors fail to perform any of their obligations in accordance with the terms of the Interim Order, including, without limitation, (i) the Debtors’ failure to use Cash Collateral in compliance with the Budget (subject to the Allowed Variances), or (ii) the Debtors’ failure to comply with the Adequate Protection obligations; (b) a Chapter 11 trustee is appointed; or (c) the Debtors’ chapter 11 cases are converted to cases under Chapter 7. However, to the extent any Event of Default is a payment default or is otherwise susceptible to cure, the applicable Prepetition Agent shall provide the Debtors with written notice thereof and (x) in the case of a payment default, three (3) business days’ opportunity to cure such default, or (y) in the case of any other default, ten (10) business days’ opportunity to cure such default before the Debtors shall be prohibited from using Cash Collateral (the “Cure Right”).

53. Any termination of the Debtors’ right to use Cash Collateral pursuant to the terms of this Interim Order or the Final Order shall be without prejudice to the right of the Debtors, or any successor thereto, to request authority from this Court to use Cash Collateral

over the objection of any of the Prepetition Secured Parties and shall be without prejudice to any parties' rights (subject to the Intercreditor Agreement) to contest any such request. The Debtors request that the Court order that they may request a hearing seeking such authority on one business day's notice, subject to the Court's availability.

G. Debtors' Prepetition Cash Management Arrangements

54. A complete description of the Debtors' prepetition cash management systems can be found in the Debtors' Motion for Order: (A) Authorizing Continued Use of the Debtors' Centralized Cash Management System; (B) Authorizing Maintenance and Continued Use of the Debtors' Existing Bank Accounts and Business Forms; (C) Waiving Certain Operating Guidelines Relating to Bank Accounts, and (D) Waiving the Requirements of Section 345 of the Bankruptcy Code (the "Cash Management Motion"), filed contemporaneously herewith, wherein the Debtors seek an order of this Court authorizing, but not directing, *inter alia*, the continued use of the Debtors' centralized cash management system and procedures.

55. As set forth in the Cash Management Motion and the Bogutsky Affidavit, prior to the Petition Date, the Debtors used a centralized cash management system in order to provide each of the Debtors with the liquidity they required to perform their business operations. The Cash Management Motion seeks this Court's approval to continue to use the Debtors' cash management system post-petition. Upon the approval of this Motion and the Cash Management Motion, the Debtors will collect and make disbursements of Cash Collateral through their cash management system for the benefit of all the Debtors in the same manner as occurred prior to the Petition Date.

H. Interim and Final Hearings Should Be Scheduled

56. Bankruptcy Rule 4001(b)(2) provides that a final hearing on the Motion may not be commenced earlier than 14 days after the service of such motion. Upon request, however, the Court is empowered to conduct a preliminary expedited hearing on the motion and to authorize the use of cash collateral to the extent necessary to avoid immediate and irreparable harm to the Debtors' estate.

57. The Debtors request that the Court schedule hearings on the Motion as follows: (i) a preliminary hearing to be held on a date to be determined by the Court to authorize the Debtors' interim use of Cash Collateral, until the Final Hearing; and (ii) a Final Hearing to be held on a date to be determined by the Court to approve the Debtors' use of Cash Collateral on a final basis.

58. Courts in this district have granted similar interim relief in other chapter 11 cases. *See, e.g., In re The Mattress King, Inc.*, Case No. 09-30575 (DOT) (Bankr. E.D. Va. Jan. 30, 2009); *In re Vanguard Sports, LLC*, Case No. 07-32206 (KRH) (Bankr. E.D. Va. June 18, 2007); *In re Movie Gallery, Inc., et al.*, Case No. 07-33849 (DOT) (Bankr. E.D. Va. Nov. 17, 2007); *In re The Rowe Cos.*, Case No. 06-11142 (SSM) (Bankr. E.D. Va. Oct. 23, 2006).

59. Based upon the foregoing, the Debtors respectfully request that the Court grant interim approval of the Motion in accordance with the terms set forth in the proposed Interim Order.

NOTICE

60. Notice of this Motion will be given to: (i) the office of the United States Trustee for the Eastern District of Virginia; (ii) the First Lien Agent and its counsel; (iii) the Second Lien Agent and its counsel; (iv) the United States Attorney for the Eastern District of Virginia; (v) the Internal Revenue Service; (vi) the Debtors' thirty (30) largest unsecured

creditors on a consolidated basis; and (vii) the financial institutions at which the Debtors maintain bank accounts. The Debtors submit that, under the circumstances, no other or further notice of the Motion is required and that sufficient and adequate notice of the hearing and the relief requested in the Motion have been given pursuant to Bankruptcy Code sections 102 and 363, Bankruptcy Rules 2002 and 4001, and Local Rule 2002-1.

61. The Debtors further respectfully request that the Court schedule the Final Hearing and authorize the Debtors to mail copies of the signed Interim Order, which fixes the time, date, and manner for the filing of objections to the Motion, to the (i) the office of the United States Trustee for the Eastern District of Virginia; (ii) the First Lien Agent and its counsel; (iii) the Second Lien Agent and its counsel; (iv) the United States Attorney for the Eastern District of Virginia; (v) the Internal Revenue Service; (vi) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; (vii) the financial institutions at which the Debtors maintain bank accounts, (viii) any party that has filed, prior to the date of such service, a request for notices with this Court; and (ix) counsel for any official committee. The Debtors request that the Court consider such notice of the Final Hearing to be sufficient notice under Bankruptcy Code sections 102 and 363, Bankruptcy Rules 2002 and 4001, and Local Rule 2002-1.

WAIVER OF MEMORANDUM OF LAW

62. Pursuant to Rule 9013-1(G) of the Local Rules, and because there are no novel issues of law presented in the Motion and all applicable authority is set forth in the Motion, the Debtors request that the requirement that all motions be accompanied by a separate memorandum of law be waived.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form annexed hereto as Exhibit A, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: Norfolk, Virginia
September 29, 2010

WORKFLOW MANAGEMENT, INC., et al.

/s/ Douglas M. Foley
Douglas M. Foley (VSB No. 34364)
Patrick L. Hayden (VSB No. 30351)
McGUIREWOODS LLP
9000 World Trade Center
101 West Main Street
Norfolk, Virginia, 23510
(757) 640-3700

Proposed Attorneys for the Debtors and
Debtors in Possession

Exhibit A

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION

In re)	Chapter 11
)	
WORKFLOW MANAGEMENT, INC.,)	Case No. 10-_____()
<u>et al.</u> ,)	
)	
Debtors.)	(Joint Administration Pending)
<hr/>		

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO USE CASH
COLLATERAL, (II) AUTHORIZING DEBTORS TO PROVIDE ADEQUATE
PROTECTION IN FORM OF REPLACEMENT LIENS, ADMINISTRATIVE
EXPENSE CLAIMS, AND ACCRUAL OR PAYMENT OF INTEREST, (III)
SCHEDULING FINAL CASH COLLATERAL HEARING,
AND (IV) GRANTING CERTAIN RELATED RELIEF**

Upon the motion (the “Motion”) of the above-captioned debtors and debtors in possession (the “Debtors”)¹, pursuant to sections 105(a), 361, and 363 of Title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002 and 4001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2002-1 of the Local Rules for the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Rules”), for the entry of an interim order: (i) authorizing the Debtors to use Cash Collateral²; (ii) authorizing adequate protection to the Prepetition Secured Parties in the form of replacement liens, administrative expense claims and the accrual or payment of

¹ The Debtors and the last four digits of the Debtors’ taxpayer identification numbers are as follows: Workflow Management, Inc. (7104); Workflow Holdings Corporation (9217); WF Capital Holdings, Inc. (5548); WF Holdings, Inc. (9106); Workflow Direct, Inc. (7497); Workflow Management Acquisition II Corp. (2039); WFIH, Inc. (0527); WFMI, Inc. (4282); Workflow of Florida, Inc. (4281); Workflow Solutions LLC (3769); SFI of Puerto Rico, Inc. (3413); Old FGS, Inc. (1438); Old UE, LLC (4060); The Relizon Company (4702); Relizon Wisconsin Inc. (8440); Relizon (Texas) Ltd., LLP (6437); Relizon SNE Inc. (4537); Relizon KNE Inc. (3935); Relizon de Mexico Inc. (6996); Formcraft Holdings General Partner, Inc. (5683); Formcraft Holdings Limited Partner, Inc. (5684). The mailing address for WF Capital Holdings, Inc., Old FGS, Inc., and Old UE, LLC is 150 West Main Street, Suite 2100, Norfolk, Virginia 23501. For all other Debtors, the mailing address is 220 E. Monument Avenue, Dayton, Ohio 45402.

interest and fees; and (iii) scheduling a hearing (the “Final Hearing”) to consider entry of a final order authorizing the Debtors to use Cash Collateral (the “Final Order”); and upon the Bogutsky Affidavit; and upon a preliminary hearing on the Motion having occurred on September 30, 2010 (the “Preliminary Hearing”), pursuant to Bankruptcy Rule 4001(b)(2); and upon the record presented at the Preliminary Hearing; and it appearing that the relief requested by the Motion is in the best interests of the Debtors’ estates, the Debtors’ creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby,

FOUND AND DETERMINED that:

- A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
- B. Venue of the Debtors’ chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- C. Notice of the Preliminary Hearing and the relief requested in the Motion has been given to: (i) the office of the United States Trustee for the Eastern District of Virginia; (ii) the First Lien Agent and its counsel; (iii) the Second Lien Agent and its counsel; (iv) the United States Attorney for the Eastern District of Virginia; (v) the Internal Revenue Service; (vi) the Debtors’ thirty (30) largest unsecured creditors on a consolidated basis; and (vii) the financial institutions at which the Debtors maintain bank accounts. As such, sufficient and adequate notice of the Preliminary Hearing and the relief requested in the Motion has been given pursuant to sections 102 and 363 of the Bankruptcy Code,

² Capitalized terms used, but not defined herein, shall be ascribed the meanings given them in the Motion.

Bankruptcy Rules 2002 and 4001, and Local Rule 2002-1, and no further notice is required.

D. As of the Petition Date, the total amount of outstanding First Lien Loan Obligations was approximately \$146.5 million (including the face amount of undrawn Letters of Credit), and the total amount of outstanding Second Lien Loan Obligations was approximately \$196.5 million.

E. The Prepetition Agents assert that the First Lien Loan Obligations and the Second Lien Loan Obligations are secured by liens on and security interests in essentially all of the personal and real property of the Debtors who are Loan Parties, and all proceeds thereof, including the Cash Collateral as further described in the Motion (the “Prepetition Collateral”).³

F. Without the use of Cash Collateral, the Debtors lack sufficient available sources of working capital and financing to carry on the operation of their business. The Debtors’ ability to maintain business relationships with their vendors, suppliers, employees, and customers, and to purchase and supply new inventory and otherwise finance their operations, is essential to the Debtors’ continued viability.

G. The Debtors require the ability to use Cash Collateral in accordance with the terms of this Interim Order to avoid immediate and irreparable harm to the Debtors and their estates. In the absence of the use of Cash Collateral, the continued operation of the

³ To the extent that the First Lien Secured Parties and the Second Lien Secured Parties consent to the use of Cash Collateral on the terms provided herein, the Debtors will not contest the validity, priority, perfection or enforceability of their respective liens and claims (but shall retain their right to seek to equitably subordinate such claims) pertaining to the Prepetition Credit Facilities; however, the validity, priority perfection and enforceability of such liens and claims will in any event be subject to the review of any official committee of unsecured creditors appointed in these cases as necessary.

Debtors' business would not be possible, and serious and irreparable harm to the Debtors and their estates would occur. The preservation, maintenance, and enhancement of the going concern value of the Debtors is critical to a successful reorganization of the Debtors under chapter 11 of the Bankruptcy Code.

H. Good cause has been shown for the entry of this Interim Order. Among other things, entry of this Interim Order will minimize disruption of the Debtors' affairs and permit them to meet payroll and other expenses. The use of Cash Collateral authorized hereunder is necessary to avoid immediate and irreparable harm to the Debtors' estates.

I. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). This Court concludes that entry of this Interim Order is in the best interests of the Debtors, their estates and creditors and will maximize the value of their assets for the benefit of all creditors.

Based on the foregoing findings of fact and conclusions, and upon the record made before this Court by the Debtors at the Preliminary Hearing, and good and sufficient cause appearing therefore:

IT IS HEREBY ORDERED THAT

1. The Motion is granted, subject to the terms and conditions set forth in this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled.

2. Subject to the terms of this Interim Order, the Debtors are authorized to use Cash Collateral from the Petition Date to and including the conclusion of the Final Hearing

(the “Interim Period”) on the terms, for the purposes, and in the amounts set forth in the budget attached hereto as Exhibit A (the “Budget”), and in accordance with orders of this Court; provided, that the Debtors may exceed the expenditures in the Budget (collectively, the “Allowed Variances”) as follows:

(a) during each week of the Budget,

(i) the Debtors may make aggregate disbursements in payment of expenses of all types identified in the Budget if the amount of such disbursements, when added to the aggregate amounts disbursed by the Debtors in payment of expenses of all types identified in the Budget during the previous three weeks, does not exceed 120% of the aggregate amount forecast in the Budget to be disbursed for all expenses during such four week period; and

(ii) the Debtors may make aggregate disbursements in payment of expenses of the type identified in any line item of the Budget if the amount of such disbursements, when added to the aggregate amounts disbursed by the Debtors in payment of expenses of such type during the previous three weeks (without giving effect to any additional payments made during such previous three weeks that were permitted by reason of the proviso to this clause (a)(ii)) does not exceed 120% of the aggregate amount forecast in the Budget to be disbursed to pay such expenses during such four week period; provided, however, that the aggregate amount of the disbursements the Debtors may make in any week to pay expenses of the type identified in any line item of the Budget pursuant to this clause (a)(ii) shall be increased over the amount otherwise so permitted (before giving

effect to this proviso) by an amount equal to the difference between (A) the aggregate amount of the disbursements that the Debtors are permitted to make during such week pursuant to this clause (a)(ii) (without giving effect to this proviso) to pay expenses of the type identified in any other line item of the Budget, and (B) the actual disbursements made by the Debtors during such week in payment of such other expenses; and

(b) the Debtors may pay professional fees earlier or later than the times set forth in the Budget, and in amounts greater or less than as set forth in the Budget, provided that such payments shall be subject to Court approval to the extent required by the Bankruptcy Code, the Bankruptcy Rules, and Local Rules, and shall be paid as and when permitted by Court order, and in such amounts as the Court may authorize.

3. The Debtors may also vary from the Budget with the consent of each Prepetition Agent, or by further Order of the Court.

4. The Debtors shall be permitted to use Cash Collateral in accordance with their cash management system consistent with prepetition practices.

5. The Prepetition Secured Parties are entitled, pursuant to sections 105, 361 and 363 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, in an amount equal to the Collateral Diminution (as defined below). As used herein, "Collateral Diminution" on any date of determination shall mean an amount equal to the postpetition diminution of the value, if any, of the Prepetition Collateral upon which any of the Prepetition Secured Parties had, on the

Petition Date, valid, perfected, enforceable and unavoidable liens or security interests as of such date, from the value of such Prepetition Collateral on the Petition Date, as a result of the Debtors' use of the Cash Collateral in accordance with the terms and conditions of this Interim Order. As adequate protection for any Collateral Diminution, each Prepetition Agent (for the benefit of the applicable Prepetition Secured Parties) is hereby granted the following (collectively, the "Adequate Protection"):

- (a) Adequate Protection Claims. Allowed administrative expense claims, in the amount of any Collateral Diminution, as and to the extent provided in section 507(b) of the Bankruptcy Code (the "Adequate Protection Claims"), which Adequate Protection Claims shall have recourse to and be payable from all pre- and post-petition property of the Debtors, excluding causes of action arising under chapter 5 of the Bankruptcy Code, and the proceeds thereof. The Adequate Protection Claims shall be subject and subordinate only to the Carveout (defined below) and, as among the Prepetition Secured Parties, as provided in the Intercreditor Agreement.
- (b) Adequate Protection Liens. As security for the payment of the amount of any Collateral Diminution, each Prepetition Agent (for itself and for the benefit of the applicable Prepetition Secured Parties) is hereby granted (without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements or other agreements) a valid, perfected replacement security interest in and lien on (collectively, the "Adequate Protection Liens") all property acquired by the Debtors after the Petition Date, excluding causes of action arising under chapter 5 of the Bankruptcy Code and the proceeds thereof (the "Post-petition Collateral"), subject and subordinate only to: (i) valid, perfected and enforceable prepetition liens (including, without limitation, the lien of the Ohio Director encumbering the Ohio Equipment to secure the Ohio Development Loan) which are senior to the Prepetition Agents' liens or security interests as of the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code; (ii) the Carveout; and (iii) as among the Prepetition Secured Parties, as provided in the Intercreditor Agreement.
- (c) Adequate Protection Priorities. The Adequate Protection Claims and the Adequate Protection Liens granted pursuant to subparagraphs (a) and (b) above shall have the same relative priority vis-a-vis the Post-petition

Collateral and otherwise as the security interests and liens held by the First Lien Agent and the Second Lien Agent, respectively, to secure the First Lien Loan Obligations and the Second Lien Loan Obligations, respectively, in accordance with the applicable First Lien Loan Documents and the Second Lien Loan Documents, including the Intercreditor Agreement. The application of payments received with respect to the foregoing shall be made in the order of priority as set forth in the First Lien Loan Documents and the Second Lien Loan Documents, including the Intercreditor Agreement.

- (d) Adequate Protection Payments and Accrual of Interest. (i) The First Lien Agent (for the benefit of itself and the First Lien Secured Parties) shall receive from the Debtors: (A) within two (2) business days after the date of entry of this Interim Order, payment of all accrued and outstanding interest (calculated at the non-default LIBO Rate or the non-default Base Rate, as applicable prior to the Petition Date) and letter of credit fees (at the non-default rate applicable under the First Lien Credit Agreement prior to the Petition Date), that were payable in cash prior to the date of entry of this Interim Order pursuant to the terms of the First Lien Credit Agreement, and that portion of such aggregate accrued and unpaid interest that was payable by capitalizing and adding such interest to the principal balance of the applicable loan shall be paid in such manner on or as of such second business day; and (B) thereafter, the payment, on the dates payable pursuant to the terms of the First Lien Credit Agreement, of the portion of current interest (calculated at the applicable non-default LIBO Rate or Base Rate as applicable to outstanding loans thereunder prior to the Petition Date) payable in cash and letter of credit fees, and all other current fees and disbursements (including, but not limited to, the amounts set forth in clause (ii) of subparagraph (e) below at the applicable non-default rates in effect under the First Lien Credit Agreement prior to the Petition Date), and the portion of such aggregate accrued and unpaid interest that is payable under the terms of the First Lien Credit Agreement by capitalizing such portion and adding such portion to the principal balance of the applicable loan shall continue to be paid in such manner. (ii) Interest on the outstanding Second Lien Loan Obligations will accrue post-petition, at the non-default LIBO Rate, and (A) the portion of such aggregate accrued interest that is payable pursuant to the Second Lien Credit Agreement by capitalizing such interest and adding it to the outstanding principal amount of the loans thereunder shall continue to be paid in such manner on the applicable payment dates under the Second Lien Credit Agreement, and (B) the remainder of such aggregate accrued interest will accrue, subject to section 506(b) of the Bankruptcy Code, and not be paid in cash during the course of these chapter 11 cases, without further order of the Court.

- (e) Fees and Expenses. As additional adequate protection, subject to section 506(b) of the Bankruptcy Code, the Debtors shall pay indefeasibly in cash: (i) the reasonable professional fees and expenses (including, but not limited to, the fees and disbursements of counsel, third-party consultants, including financial consultants, and auditors) incurred by the First Lien Agent under the First Lien Credit Agreement arising prior to the Petition Date; and (ii) on a current basis, the reasonable professional fees and expenses (including, but not limited to, the fees and disbursements of counsel, third-party consultants, including financial consultants, and auditors) incurred by the First Lien Agent under the First Lien Credit Agreement arising subsequent to the Petition Date. The payment of the fees, expenses and disbursements set forth in this subparagraph (e) (including professional fees and expenses of any professionals or advisors retained by or on behalf of the First Lien Agent) shall be made within ten (10) business days after the receipt by the Debtors (the "Review Period") of invoices thereof (the "Invoiced Fees") (subject in all respects to applicable privilege or work product doctrines) and without the necessity of filing formal fee applications, including such amounts arising before and after the Petition Date; provided, however, that the Debtors may preserve their right to dispute the payment of any portion of the Invoiced Fees (the "Disputed Invoiced Fees") if, within the Review Period, the Debtors pay in full the undisputed portion of such Invoiced Fees, with the Disputed Invoiced Fees being paid upon resolution of any dispute by the parties, or by the Court after notice and a hearing. The reasonable professional fees and expenses (including, but not limited to, the fees and disbursements of counsel, third-party consultants, including financial consultants, and auditors) incurred by the Second Lien Agent under the Second Lien Credit Agreement will accrue, subject to section 506(b) of the Bankruptcy Code, post-petition, but will not be paid in cash during the course of these chapter 11 cases, without further order of the Court.
- (f) Information. The Debtors shall provide to each Prepetition Agent a weekly report, in the form of the Budget, comparing actual results to budgeted amounts for all categories appearing in the Budget, to be delivered on each Friday beginning on October 8, 2010.

6. The Adequate Protection Liens and Adequate Protection Claims granted pursuant to this Interim Order shall constitute valid and duly perfected security interests and liens and allowed administrative expense claims, respectively, only to the extent that the respective Prepetition Secured Parties had valid, unavoidable and duly perfected liens on the Prepetition Collateral, including the Cash Collateral, on the Petition Date, and

subject to any defenses that may exist with respect to such liens. The payment or accrual by the Debtors of any amounts as interest, fees or expenses to any of the First Lien Secured Parties or to the Second Lien Secured Parties under this Interim Order shall be subject to allowance and recharacterization in accordance with section 506(b) of the Bankruptcy Code.

7. Under the circumstances and given that the Adequate Protection is consistent with the Bankruptcy Code, the Court finds that the Adequate Protection provided herein is reasonable and sufficient to protect the interests of the respective Prepetition Secured Parties in the Prepetition Collateral, including the Cash Collateral. Notwithstanding any other provision hereof, the grant of the Adequate Protection pursuant hereto is without prejudice to the right of either Prepetition Agent to seek modification of the grant of adequate protection provided hereby so as to provide different or additional adequate protection.

8. As between the First Lien Secured Parties and the Second Lien Secured Parties, the Adequate Protection provided to each Prepetition Agent for the benefit of the applicable Prepetition Secured Parties shall be governed by the terms of the Intercreditor Agreement.

9. Notwithstanding any provision of this Interim Order to the contrary, the Adequate Protection granted to the Prepetition Secured Parties pursuant to this Interim Order shall be subject and subordinate to: (a) the payment of allowed fees and expenses incurred by professionals retained pursuant to sections 327, 328 or 1103 of the Bankruptcy Code by the Debtors or any statutory committee of unsecured creditors in an aggregate

amount not to exceed \$1,000,000 following the termination of the use of Cash Collateral pursuant to the provisions of the Interim Order (as provided below) or the Final Order (the “Termination Date”), plus all fees and expenses previously awarded or incurred by any such professionals prior to the Termination Date, subject to Court approval; and (b) quarterly fees required to be paid pursuant to 28 U.S.C. § 1930(a)(6) and any fees payable to the Clerk of the Bankruptcy Court (collectively, the “Carveout”). So long as the Debtors remain entitled to use Cash Collateral, the Debtors shall be permitted to pay all compensation and reimbursement allowed and payable under sections 330 and 331 of the Bankruptcy Code, and orders of this Court, and the amounts so paid prior to the Termination Date shall not reduce the Carveout.

10. Subject to the Cure Right (as defined below), the Debtors shall be permitted to use Cash Collateral under the terms of this Interim Order until the earlier of (i) the expiration of the Interim Period, and (ii) the date that is five (5) business days after the date that either of the First Lien Agent or the Second Lien Agent (subject to the restrictions on the Second Lien Agent set forth in the Intercreditor Agreement) provide notice to the Debtors in writing of the occurrence of an “Event of Default.”

11. For purposes of this Interim Order and the use of Cash Collateral, an “Event of Default” shall occur if (a) the Debtors fail to perform any of their obligations in accordance with the terms of the Interim Order, including, without limitation, (i) the Debtors’ failure to use Cash Collateral in compliance with the Budget (subject to the Allowed Variances), or (ii) the Debtors’ failure to comply with the Adequate Protection obligations; (b) a Chapter 11 trustee is appointed; or (c) the Debtors’ chapter 11 cases are

converted to cases under Chapter 7. However, to the extent any Event of Default is a payment default or is otherwise susceptible to cure, the applicable Prepetition Agent shall provide the Debtors with written notice thereof and (x) in the case of a payment default, three (3) business days' opportunity to cure such default, or (y) in the case of any other default, ten (10) business days' opportunity to cure such default before the Debtors shall be prohibited from using Cash Collateral (the "Cure Right").

12. Any termination of the Debtors' right to use Cash Collateral pursuant to the terms of this Interim Order shall be without prejudice to the right of the Debtors, or any successor thereto, to request authority from this Court to use Cash Collateral over the objection of any of the Prepetition Secured Parties and shall be without prejudice to any parties' rights (subject to the Intercreditor Agreement) to contest any such request. The Debtors may request a hearing seeking such authority on one business day's notice, subject to the Court's availability.

13. The Prepetition Secured Parties are hereby barred from placing an administrative hold on any account holding any of the Cash Collateral.

14. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any plans of reorganization in the Debtors' chapter 11 cases, (ii) converting the Debtors' chapter 11 cases to Chapter 7 cases, or (iii) dismissing the Debtors' chapter 11 cases, and the terms and provisions of this Interim Order as well as the Adequate Protection Liens granted pursuant to this Interim Order shall continue in full force and effect notwithstanding the

entry of such order, and such Adequate Protection Liens shall maintain their priority as provided by this Interim Order.

15. Any stay, modification, reversal, lapse, or vacation of this Interim Order shall not affect the validity of any obligation of the Debtors to any of the Prepetition Secured Parties incurred pursuant to this Interim Order. Notwithstanding any such stay, modification, reversal, lapse, or vacation, all use of Cash Collateral and all obligations incurred by the Debtors pursuant hereto prior to the effective date of such stay, modification, reversal, lapse, or vacation, shall be governed in all respects by the original provisions hereof and the Prepetition Secured Parties shall be entitled to all the rights, privileges, and benefits, including without limitation, the Adequate Protection Liens granted prior to the date of such stay, modification, reversal, lapse, or vacation.

16. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 6004, 6006 and 7062, or any other Bankruptcy Rule or Local Rule, this Interim Order shall be effective and enforceable immediately upon entry and there shall be no stay of execution or effectiveness of this Interim Order.

17. The Court shall retain exclusive jurisdiction to resolve any dispute arising from or relating to the interpretation or implementation of this Interim Order.

18. The Debtors shall, on or before October ___, 2010, mail copies of a notice of the entry of this Interim Order, together with a copy of this Interim Order, to the parties having been given notice of the Preliminary Hearing, to any party that has filed prior to

such date a request for notice with this Court, and to counsel for any statutory committee of unsecured creditors appointed pursuant to 11 U.S.C. § 1102. The Debtors shall make copies of the First Lien Loan Documents and the Second Lien Loan Documents available to creditors and other parties in interest upon request to counsel.

19. Any party in interest objecting to the use of Cash Collateral on the terms described herein shall file written objections with the United States Bankruptcy Court Clerk for the Eastern District of Virginia, Norfolk Division, no later than 4:00 p.m. on October __, 2010, which shall be served so that the same are received on or before such date and time by: (a) proposed counsel for the Debtors and Debtors in possession, McGuireWoods LLP, Attn: Douglas M. Foley, 9000 World Trade Center, 101 West Main Street, Norfolk, Virginia, 23510, (b) the First Lien Agent and its counsel; (c) the Second Lien Agent and its counsel; (d) counsel for any statutory committee appointed in these cases, and (e) the Office of the United States Trustee.

20. The Final Hearing to consider the Motion will be held on October __, 2010 at __:__ __ prevailing Eastern time.

21. The requirement under Local Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived.

Dated: Norfolk, Virginia
September __, 2010

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Douglas M. Foley

Douglas M. Foley (VSB No. 34364)

Patrick L. Hayden (VSB No. 30351)

McGUIREWOODS LLP

9000 World Trade Center

101 West Main Street

Norfolk, Virginia, 23510

(757) 640-3700

Proposed Attorneys for the Debtors and
Debtors in Possession

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

Pursuant to Local Rule 9022-1(C), I hereby certify that the foregoing proposed
order has been endorsed by all necessary parties.

/s/ Douglas M. Foley

Douglas M. Foley

Exhibit B

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Workflow Management Inc., et al
Budget
(dollars in thousands)

Week Ending (Friday):	Forecast 10/8/2010	Forecast 10/15/2010	Forecast 10/22/2010	Forecast 10/29/2010	Forecast 11/5/2010	Forecast 11/12/2010	Forecast 11/19/2010	Forecast 11/26/2010	Forecast 12/3/2010	Forecast 12/10/2010	Forecast 12/17/2010	Forecast 12/24/2010	Forecast 12/31/2010	Forecast 1/7/2011	Forecast 1/14/2011	Forecast 1/21/2011	Forecast 1/28/2011	Forecast 2/4/2011	Total
Total Cash Receipts	12,764	9,721	11,649	12,706	12,137	13,144	11,770	9,759	9,323	11,436	11,260	11,765	13,387	10,916	10,659	10,699	12,207	11,329	206,630
Operating Disbursements																			
Payroll	(5,023)	(823)	(6,633)	(523)	(5,216)	(534)	(6,279)	(523)	(5,138)	(579)	(4,974)	(625)	(6,534)	(625)	(5,227)	(625)	(6,723)	(647)	(57,251)
Rent - RE & Equipment	(1,392)	(50)	(430)	(1,392)	(50)	(50)	(50)	(1,772)	(50)	(50)	(50)	(430)	(1,492)	(50)	(50)	(430)	(1,492)	(50)	(9,330)
Utilities	(120)	(420)	(245)	(120)	(120)	(120)	(120)	(245)	(120)	(120)	(120)	(245)	(120)	(120)	(120)	(120)	(245)	(120)	(2,960)
Taxes (ex. Payroll)	(178)	(660)	(427)	(402)	(138)	(300)	(591)	(743)	(6)	(278)	(663)	(667)	(195)	(30)	(278)	(692)	(881)	(135)	(7,264)
Freight & Shipping	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(338)	(6,076)
Customer Related Costs	(4,370)	(2,420)	(3,263)	(3,530)	(3,723)	(5,198)	(5,073)	(3,609)	(4,973)	(5,198)	(3,417)	(1,992)	(3,548)	(5,073)	(3,648)	(5,173)	(5,423)	(3,594)	(73,225)
Customer Postage	(760)	(810)	(710)	(660)	(662)	(815)	(720)	(664)	(662)	(710)	(810)	(710)	(710)	(710)	(910)	(710)	(710)	(710)	(13,153)
Corporate Expenses	(875)	(1,362)	(737)	(737)	(1,425)	(1,300)	(1,300)	(1,300)	(1,300)	(1,300)	(738)	(738)	(1,300)	(1,300)	(1,300)	(1,300)	(1,300)	(1,300)	(20,912)
Subtotal Operating Disbursements	(13,057)	(6,883)	(12,783)	(7,701)	(11,671)	(8,655)	(14,470)	(9,194)	(12,586)	(8,573)	(11,109)	(5,744)	(14,237)	(8,245)	(11,870)	(9,387)	(17,112)	(6,893)	(190,171)
Non-Operating Disbursements																			
Principal Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1st Lien Interest	-	-	-	-	-	-	-	-	-	-	-	-	(2,150)	-	-	-	-	-	(2,150)
2nd Lien Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Revolver Interest & LC Fees	-	-	-	-	-	-	-	-	-	-	-	-	(650)	-	-	-	-	-	(650)
Professional Fees	-	-	-	-	(250)	-	-	-	(1,058)	-	-	-	-	(1,033)	-	-	-	(983)	(3,323)
Subtotal Non-Operating Disbursements	-	-	-	-	(250)	-	-	-	(1,058)	-	-	-	(2,800)	(1,033)	-	-	-	(983)	(6,123)
Net Increase (Decrease) in Cash	(293)	2,838	(1,134)	5,006	215	4,489	(2,701)	565	(4,321)	2,863	151	6,020	(3,650)	1,638	(1,211)	1,312	(4,905)	3,453	10,336
Cash Balance Rollforward																			
Beginning Cash Balance	15,352	15,060	17,898	16,763	21,769	21,984	26,474	23,773	24,338	20,017	22,880	23,031	29,051	25,401	27,039	25,828	27,140	22,235	15,352
Net Increase (Decrease) in Cash	(293)	2,838	(1,134)	5,006	215	4,489	(2,701)	565	(4,321)	2,863	151	6,020	(3,650)	1,638	(1,211)	1,312	(4,905)	3,453	10,336
Ending Book Balance	15,060	17,898	16,763	21,769	21,984	26,474	23,773	24,338	20,017	22,880	23,031	29,051	25,401	27,039	25,828	27,140	22,235	25,689	25,689

- Initial period includes nine days from September 30 to October 8, 2010
- Payroll includes payroll and other compensation, payroll taxes, employee benefits, expense reimbursements and temporary employee expenses consistent with First Day Motion
- Utilities includes deposit consistent with First Day Motion
- Taxes includes sales and use tax (excludes payroll taxes) consistent with First Day Motion
- Freight & Shipping expenses consistent with First Day Motion
- Customer Related Costs includes cost of products either manufactured by the company or outsourced through third parties includes broker services, customer rebates consistent with First Day Motion
- Customer Postage includes prepaid customer postage consistent with Customer Practices First Day Motion
- Corporate Expenses includes information technology and other operating expenses
- Professional Fees subject to Court approval to the extent required
- First Lien Interest for term loan and Revolver A and B Interest and Letter of Credit fees to be paid consistent with Cash Collateral First Day Motion