

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

HMP Services Holding Sub III, LLC, et al. Claims Processing Center
 c/o Epiq Bankruptcy Solutions, LLC
 FDR Station, P.O. Box 5082
 New York, NY 10150-5082

PROOF OF CLAIM

Filed: USBC - District of Delaware
 HMP Services Holding, Et Al.
 10-13618 (BLS) 0000000031

Name of Debtor Against Which Claim is Held

Case No. of Debtor

HMP Services HOLDING SUB III, LLC, et al.

10-13618 (BLS)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.



THIS SPACE IS FOR COURT USE ONLY

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

HMP (CREDITOR.DBF,CREDNUM)CREDNUM # 1000000307*****
 MILICI, JOSEPH
 41 TOWSEN ROAD
 WAYNE, NJ 07470

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
 (If known)

Filed on: _____

Telephone number:

Email Address:

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

Telephone number:

Email Address:

1. **Amount of Claim as of Date Case Filed:** \$ 376,000.00
 If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.
 If all or part of your claim is entitled to priority, complete Item 5.
 If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges.

5. **Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).** If any portion of your claim falls in one of the following categories, check the box and state the amount.

 Specify the priority of the claim:

2. **Basis for Claim:** TWO (2) YEARS SEVERANCE PAY + BENEFITS PURSUANT TO PARAGRAPH 7 OF EMPLOYMENT CONTRACT
 (See instruction #2 on reverse side.)

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- Wages, salaries or commissions (up to \$11,725), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- Up to \$2,600 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

3. **Last four digits of any number by which creditor identifies debtor:** _____
 3a. **Debtor may have scheduled account as:** _____
 (See instruction #3a on reverse side.)

4. **Secured Claim** (See instruction #4 on reverse side.)
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
 Nature of property or right of setoff: Real Estate Motor Vehicle Other
 Describe: _____
 Value of Property: \$ _____ Annual Interest Rate _____%
 Amount of arrearage and other charges as of time case filed included in secured claim, if any:
 \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

Amount entitled to priority:

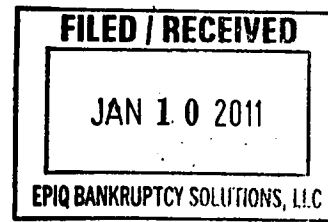
\$ _____

6. **Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9):** \$ _____
 (See instruction #6 on reverse side.)

7. **Credits:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

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8. **Documents:** Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 8 and definition of "redacted" on reverse side.)
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.



Date:

1/4/11

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Joseph A. Milici

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**JOSEPH MILICI
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into on the date of the signature of the last signing party, by and between HAROLD M. PITMAN COMPANY (Employer) and JOSEPH MILICI (Executive) as follows:

Recitals

Whereas, Employer has determined by its Board of Directors to restructure the executive employment agreements to more efficiently operate the business of Employer to enhance Employer's position in the particular market in which the operations are presently being conducted and, by doing so to lend an increased value to the shareholding interests of Employer;

Whereas, Employer has determined the objective of enhancing Employer's growth, positioning, and capabilities can be furthered by increasing Executive's salary and responsibilities before the expiration of an existing employment agreement;

Whereas, The development and maintenance of information technology and securing the intellectual property of Employer or intellectual property developed solely for Employer by Executive represent critical and material business interests of Employer;

Whereas, Executive is willing to and Executive will develop and maintain information technology for Employer and secure intellectual property by service marks, patents, copyrights and other appropriate legal methods and procedures as the sole property of Employer; and,

Whereas, Employer and Employee expressly desire and direct that this Employment Agreement shall represent the sole and only employment contract between them and that this Employment Agreement is to replace all prior Employment Agreements of Executive.

NOW THEREFORE, in consideration of mutual promises contained herein and other good and adequate consideration,

IT IS AGREED:

1. Recitals. The above recitals are adopted herein as a part of this Agreement.

2. Duties. Executive is employed as a full time employee for Employer and shall not accept other employment or allow civic, social, religious or other responsibilities that interfere with that full time employment defined as including at least the following duties:

A. Executive shall perform as Vice President of Information Technology of Employer.

B. Executive shall be a vice president of Employer with direct supervisory responsibility for the development and maintenance of all information technology of Employer, including the development, purchase, alteration, and correction, of the software and hardware systems used or needed for use by Employer, for securing all available property interests in or arising from information technology to Employer, and shall administer the policies of Employer as determined by the Chairman of the Board and established by the Board of Directors.

C. Executive shall supervise the initial determinations of information technology to be developed, acquired, utilized and sold including the budgeting and administrative functions related to Employer's information technology in the administration of the business of the Employer, the development of intellectual property for products to be sold by the Employer, and the development of intellectual property to further the sale of products and services by the Employer.

D. Executive shall perform all other functions determined as appropriate by the Board of Directors of Employer during the term of this Agreement.

F. Executive shall directly report to the Chief Financial Officer of Employer.

3. Term. This Agreement shall commence as at October 1, 2008 (the "Commencement Date") and shall end March 31, 2013 except for terminations pursuant to the terms of this Agreement.

4. Base Compensation. The salary of Executive during the term of this Agreement shall be ONE HUNDRED SEVENTY TWO THOUSAND DOLLARS (\$172,000) per annum starting with the commencement date and will be paid in equal bi-weekly payments subject to all deductions and exactments imposed by all involved governmental agencies, health insurance plans, disability plans, and other elections of Executive for deductions from the base salary; provided, Executive's salary shall not be decreased but may be increased in the sole discretion of the Board of Directors.

5. General Benefits. Executive shall receive all benefits (such as Employee Stock Option Plan, Section 401k participation, profit sharing, life insurance, medical insurance, disability insurance or other plans, benefits or privileges) generally available to employees of Employer and the specific intention of both Executive and Employer is that this Agreement shall not limit or reduce the availability of such benefits.

6. Individual Benefits. Executive shall receive specific benefits as follows:
A. FOUR (4) WEEKS paid vacation per fiscal year that must be taken without carry over into any subsequent period.

B. All reasonable and necessary expenses of Executive that are expended to further Employer's business shall be reimbursed to Executive when Executive provides an itemized expense statement in a form approved by Employer not later than one month after incurring any such expense.

7. Transaction Protection. In the event of any transaction involving the equity interests of Employer changing the control of Employer, Executive specifically

9. Confidentiality. Executive recognizes the confidentiality of certain information of Employer is a material consideration for this Agreement and covenants as follows:

A. All confidential information shall be secured to Employer by Executive while Executive is acting in an employment capacity with Employer and this fiduciary obligation relating to such information shall survive the termination of this Agreement; provided, Executive specifically recognizes and concedes all computer software and programs developed or modified by or under Executive's direction represent especially confidential information that, as a fiduciary duty, shall never be revealed without specific authority of the Board of Directors.

B. Executive concedes all exposure and knowledge of sales, distribution, marketing, vendor information, customer information, trade secrets, distribution procedures and methodologies, work in progress, operating techniques, customer lists, pricing information, information used to develop pricing, financial statements, lending terms and arrangements, software and data processing programs, and graphics techniques represent highly confidential information subject to this covenant.

C. The business of Employer is materially dependent upon Employer's confidential information, especially all software, programs, modifications of programs, technical manuals, writings describing software, programs and technical manuals as intangible property of Employer and Executive shall secure this intangible property right to Employer by this covenant of confidentiality or, at the direction of Employer, by assigning, providing Executive's signature or otherwise cooperating in securing the property right to Employer through a patent, copyright or other lawful procedure.

D. Executive shall not reveal confidential information to any entity other than Employer and authorized employees of Employer except subject to process of law; and, if such process of law is issued Executive shall give prompt notice of receipt by Executive to Employer and Executive shall cooperate with any efforts of Employer to resist such process or to secure protective orders on the use of any such confidential information sought by such process.

E. This covenant of confidentiality shall be presumed to attach to all Employer's information except information that (i) can be demonstrated to have been in the public domain prior to the date of this Agreement as evidenced by documents which were generally published prior to any disclosure by Executive, (ii) was in the possession of the receiving party prior to the date of this Agreement as evidenced by documents published prior to this Agreement; (iii) was provided another entity in the normal course of business as a part of an authorized publication; or, (iv) becomes a part of the public domain by publication or otherwise not due to any unauthorized act or omission to act of Executive.

10. Covenant Of Non-Competition. Executive recognizes a covenant of non-competition with Employer is a material consideration for this Agreement and covenants as follows:

A. At no time will confidential information, as previously defined, be utilized by Executive in or disclosed by Executive to anyone engaged in or about to become engaged in the development, production, marketing or selling of a product or process which resembles or compares or competes with a product or process produced,

marketed or sold (or planned to be produced, marketed or sold) by Employer during the term of Executive's employment by Employer.

B. At the end of Executive's employment, Executive will return all confidential information, including all data and documents of any kind, furnished to Executive incidental to Executive's employment in Executive's possession, including electronic information, or otherwise, in a reasonable state of function or repair.

C. Executive shall not render services, directly or indirectly, to a competitor of Employer for a period of two years after termination of Executive's employment with regard to the sales, merchandising or promotion of products or processes, of Employer to any customer of Employer upon whom Executive called or whose account was supervised by Executive or with which Executive acquired special knowledge at any time during the last four years of Executive's employment.

D. During employment and for two (2) years thereafter, Executive shall not, directly or indirectly participate as owner, shareholder, manager, consultant, director, officer, or employee in any business, firm or corporation that is in direct or indirect competition with Employer in the fields of graphic arts distribution in the trade territories of Employer but this covenant shall not prohibit ownership of stock or other securities of any public company so long as the ownership interest does not exceed FIVE PERCENT (5%) of such a company.

E. In the event any part of this covenant is deemed unenforceable by a court of competent jurisdiction Executive and Employer specifically agree and direct such a court to modify this covenant to enforce it in as stringent a manner as allowed.

F. Executive concedes injunctive relief as a primarily effective method of enforcing Executive's covenant and both parties agree that Employer may be allowed an injunction without a bond or other surety.

G. Executive specifically represents Executive has the capability, based upon Executive's education, work experience, and work ability to secure a reasonable livelihood upon termination of this Agreement without violating this Covenant of Non-Competition.

11. Non-Solicitation. Executive covenants as a material consideration during the non-competition period that Executive shall not, directly or indirectly, at any time solicit or induce or attempt to solicit or induce any employee(s) or any sales representative(s), or consultant(s) of Employer to terminate employment, representation or other association with Employer.

12. Termination By Employer. Executive specifically recognizes the following events severally represent complete cause to terminate this Agreement without further obligation except those incurred to the date of these events:

A. Any willful breach or habitual neglect of the Executive's duties Executive is required to perform under the terms of this Agreement.

B. Commission of a material act of dishonesty, fraud, misrepresentation, or other act of moral turpitude.

C. Gross carelessness or misconduct.

D. Failure to obey a lawful direction of Employer's Chief Executive Officer, Chairman of the Board or Board of Directors.

- E. Violation of a fiduciary duty to Employer.
- F. Conviction of a felony.

13. Termination By Death. In the event of Executive's death while acting as an Executive pursuant to this Agreement, Executive shall be deemed terminated and Employer shall provide payment for twelve months or the remaining term of this Agreement, whichever is shorter, from the date of death of all medical, health, hospitalization and accident insurance plans, programs, or arrangements in which the Executive or the Executive's heir were entitled to participate immediately prior to the date of death; provided, that continued participation is possible under the general terms and provisions of such plans or programs.

14. Termination By Disability. In the event of Executive's disability while acting as an Executive pursuant to this Agreement, Executive shall be deemed terminated and Employer shall provide the following benefits to Executive as the remaining obligations under this Agreement:

A. Disability and salary shall be as determined in accordance with Employer's Short Term and Long Term Disability Plans.

B. Employer shall assure Executive receives the Executive's full salary for a period of TWENTY SIX (26) WEEKS following the date of the event of disability but the salary shall be reduced by any benefit to which Executive is eligible under Employer's disability insurance plans, Social Security, Worker's Compensation, State Disability Plan or similar governmental plan or other insurance paid for by the company, even if Executive fails to submit a claim for benefits or otherwise fails to assert his rights to such benefits.

C. Employer shall pay all life insurance, medical, health, hospitalization, disability and accident insurance plans, programs, or arrangements to which Executive was entitled to participate immediately prior to the date of termination through the same TWENTY SIX (26) WEEKS Executive receives a salary pursuant to Paragraph 14.B. of this Agreement; provided, in the event Executive's participation in any program is barred by the terms of such program, Employer shall provide Executive with benefits substantially similar to those to which Executive would otherwise have been entitled to receive.

D. Employer shall pay Executive a full share of any bonus, stock option, profit sharing, long term incentive plan, or other plan, benefit, or privilege given generally to employees and specifically to Executive during the TWENTY SIX (26) WEEK period Employer assures Executive is paid Executive's full salary..

E. As a condition to the entitlements contained in this Paragraph Executive must actively seek other comparable employment, whenever and however capable and any such earnings shall set off against Employer's obligations under this Paragraph

15. Termination By Executive. Executive may terminate this Agreement, except the Covenant of Confidentiality, for the following, but no other, cause:

A. Any involuntary termination other than termination for cause contained in this Agreement.


22. *Consultation.* The parties and each of them concede and represent that they have had the time and ability to consult freely and without being foreclosed in any manner with an attorney, accountant, or professional of any type desired regarding this Agreement before its execution; further, the parties represent they are skilled and knowledgeable regarding the matters covered by this Agreement and the matters that may arise out of this Agreement; and finally, after taking all action deemed necessary, execute this Agreement freely, without duress and with the full intent of being bound in every regard by the Agreement.

23. *Counterparts.* This Agreement may be executed in multiple conformed counterparts with each counterpart being deemed an original.

24. *Notices.* All notices of action taken under this Agreement shall be sent in writing, notice being deemed given upon receipt at the location designated, at the Executives home address if to the Executive and at the Corporate Headquarters addressed to the attention of the Chairman of the Board if to the Employer.

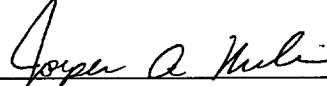
EXECUTED on the dates shown opposite the names of each signing party.

HAROLD M. PITMAN COMPANY



By:
Title: *CFO*

Date: 10/8, 2008



Joseph Milici

Date 10/8, 2008

Earnings Statement



PITMAN COMPANY
 CORPORATE OFFICE
 721 UNION BLVD.
 TOTOWA, NJ 07512-2207

Period Beginning: 07/24/2010
 Period Ending: 08/06/2010
 Pay Date: 08/06/2010

Taxable Marital Status: [REDACTED]
 Exemptions/Allowances:
 Federal: 0
 NJ: 0, Table B

JOSEPH A MILICI
41 TOWSEN ROAD
WAYNE NJ 07470

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	6911.53	80.00	6,911.53	
Non Qual Em				963.84
Gross Pay			\$6,911.53	113,276.20

Your federal taxable wages this period are
 \$6,091.89

Deductions	Statutory	Other	
Federal Income Tax	-1,170.09		20,663.34
Social Security Tax	-266.41		6,621.60
Medicare Tax	-96.48		1,582.77
NJ State Income Tax	-275.88		4,452.39
NJ SUI/SDI Tax			161.86
Checking	-4,100.96		
Fam Dental	-15.00*		240.00
Fsa Health	-76.92*		1,230.72
Life Ins	-15.29		242.03
Ppo Employee &F	-164.00*		2,624.00
Unum Accident	-10.80*		172.80
401K	-552.92*		8,984.95
401K Loan	-166.78		1,501.02
Non Qual -Er			963.84
Net Pay			\$0.00

Other Benefits and Information	this period	total to date
G.T.L.	8.98	148.17
Ytd Gtl		148.17

* Excluded from federal taxable wages

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PITMAN COMPANY
 CORPORATE OFFICE
 721 UNION BLVD.
 TOTOWA, NJ 07512-2207

Advice number: [REDACTED]
 Pay date: 08/06/2010

Deposited to the account of JOSEPH A MILICI
 account number [REDACTED] transit ABA XXXX XXXX amount \$4,100.96

Bank of America

THIS IS NOT A CHECK

VOID AFTER 180 DAYS

NON-NEGOTIABLE

WAYNE, NJ 07470

HMP SERVICES HOLDINGS SUB III, LLC, ET AL CLAIMS PAYMENT COSTS
c/o ERQ BANKRUPTCY SOLUTIONS, LLC
757 THIRD AVENUE, 3RD FLOOR
NEW YORK, NY 10017

FILED / RECEIVED
JAN 10 2011
ERQ BANKRUPTCY
SOLUTIONS, LLC

1000



18017

\$7.00

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