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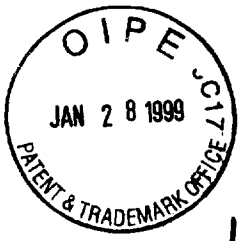

1.28.99

RECORDATION FORM COVER SHEET

TRADEMARKS

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Great Western Publishing, Inc.
The Mill
340 Pemberwick
Greenwich, CT 06831

2. Name and address of receiving party:

Bankers Trust Company, as Collateral Agent
One Bankers Trust Plaza
130 Liberty Street
New York, NY 10006

3. Nature of conveyance:

Counterpart and Acknowledgment to Amended and Restated Trademark and License Security Agreement

Execution Date: December 30, 1998

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

B. Trademark Registration Nos.

1,781,875 080876

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

Garrett Elias
O'Melveny & Myers LLP
153 East 53rd Street
New York, NY 10022

6. Total number of applications and registrations involved:

2

7. Total fee:

$ 65 (Enclosed)

8. Deposit Account Number:

N/A

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

02/02/1999 DNGUYEN 00000008 1781875

01 FC:481 40.00 OP
02 FC:482 25.00 OP

NY1:657962

Name of Person Signing | Signature | Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENTS: 9

TRADEMARK
REEL: 1847 FRAME: 0287

COUNTERPART AND ACKNOWLEDGMENT TO AMENDED AND RESTATED TRADEMARK AND LICENSE SECURITY AGREEMENT

This **COUNTERPART AND ACKNOWLEDGMENT TO AMENDED AND RESTATED TRADEMARK AND LICENSE SECURITY AGREEMENT** (this **"Counterpart"**) is dated as of December 30, 1998 and is made with reference to that certain Amended and Restated Trademark and License Security Agreement dated as of June 6, 1996 (as previously amended, restated, supplemented or modified and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the **"Trademark Security Agreement"**; capitalized terms used herein without definition shall have the same meanings herein as set forth in the Trademark Security Agreement) among World Color Press, Inc. (**"Company"**), The Lanman Companies, Inc., The Wessel Company, Inc., Shea Communications Company, KRI, Inc., RAI, Inc., World Color Book Services, Inc., Taconic Holdings, Inc., Century Graphics Corporation, Acme Printing Company, Inc., World Color Systems Inc. and any other Subsidiary, if any, of Company that has become a party to this Agreement (each of the foregoing being referred to herein individually as an **"Existing Debtor"** and, collectively, the **"Existing Debtors"**) as grantors in favor of Bankers Trust Company as Collateral Agent for the Secured Parties.

The Trademark Security Agreement was filed with the United States Patent and Trademark Office on June 14, 1996, at Reel 1479, Frame 0842.

By execution of this Counterpart, Great Western Publishing, Inc., an Arizona corporation (**"New Subsidiary"**), agrees to become a party to the Trademark Security Agreement as Debtor for all purposes thereunder and under the other Loan Documents and to be jointly and severally liable for all obligations to the full extent set forth therein. Without limiting the foregoing, as security for its respective Secured Obligations, New Subsidiary hereby pledges and mortgages, but does not transfer title, to Collateral Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to Collateral Agent for the ratable benefit of the Secured Parties, a first priority security interest in all of New Subsidiary's rights, title and interest in and to the Collateral (including, without limitations, each of the Trademarks specifically identified on the Supplement to *Schedule A* annexed hereto) whether now owned or hereafter existing or in which New Subsidiary now has or hereafter acquires an interest and wherever the same shall be located and all proceeds thereof.

Annexed hereto are supplements to the Schedules to the Trademark Security Agreement (which Schedules shall hereafter include such supplements), setting forth the information necessary to make such Schedules true, correct and complete and not misleading as a result of the addition of New Subsidiary as a Debtor thereunder.

New Subsidiary hereby represents and warrants to Collateral Agent that the representations and warranties applicable to New Subsidiary under the Trademark Security Agreement, as supplemented by the Schedule supplements annexed hereto, are true, correct and

complete in all material respects to the same extent as though made on and as of the date hereof, and as of the Counterpart Effective Date (as defined below), except to the extent such representations and warranties specifically relate to an earlier date, in which case they are true, correct and complete in all material respects as of such earlier date.

THIS COUNTERPART SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAWS OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Counterpart may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document and, pursuant to the terms of the Trademark Security Agreement, all such counterparts shall be attached to, and be a part of, the Trademark Security Agreement.

This Counterpart shall become effective (such date being the **"Counterpart Effective Date"**) upon the execution of a counterpart hereof by each of the parties hereto and receipt by Collateral Agent of written or telephone notification of such execution and authorization of delivery thereof.

[Remainder of page intentionally left blank]

TRADEMARK
REEL: 1847 FRAME: 0289

IN WITNESS WHEREOF, New Subsidiary has caused this Counterpart to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GREAT WESTERN PUBLISHING, INC.

By: Thomas J Durlon
Name:
Title:

TRADEMARK
REEL: 1847 FRAME: 0290

ACKNOWLEDGMENT. Each of the undersigned Debtors hereby consents to this Counterpart and agrees that each Loan Document to which it is a party shall continue in full force and effect and shall be valid and enforceable, is hereby ratified and confirmed and shall not be impaired or limited by the execution and delivery of this Counterpart.

DEBTORS:

WORLD COLOR PRESS, INC.

By: _____
Name:
Title:

THE LANMAN COMPANIES, INC.

By: _____
Name:
Title:

THE WESSEL COMPANY, INC.

By: _____
Name:
Title:

SHEA COMMUNICATIONS COMPANY

By: _____
Name:
Title:

KRI, INC.

By: _____
Name:
Title:

TRADEMARK
REEL: 1847 FRAME: 0291

RAI, INC.

By: _____
Name:
Title:

WORLD COLOR BOOK SERVICES, INC.

By: _____
Name:
Title:

DITTLER BROTHERS, INCORPORATED

By: _____
Name:
Title:

ACME PRINTING COMPANY, INC.

By: _____
Name:
Title:

WORLD COLOR SYSTEMS INC.

By: _____
Name:
Title:

TRADEMARK
REEL: 1847 FRAME: 0292

ACKNOWLEDGED:

BANKERS TRUST COMPANY,
as Collateral Agent

By: _____
Name: MARY JO JOLLY
Title: ASSISTANT VICE PRESIDENT

TRADEMARK
REEL: 1847 FRAME: 0293

SUPPLEMENT TO
SCHEDULE A
TO
AMENDED AND RESTATED
TRADEMARK AND LICENSE SECURITY AGREEMENT

Registered Owner	Trademark Description	Number	Date
Great Western Publishing, Inc.	"Great Western Publishing" servicemark	1,781,875	
	"Great Western Publishing" Arizona tradename filing	080876	expires 8/9/99

SUPPLEMENT TO
SCHEDULE B
TO
AMENDED AND RESTATED
TRADEMARK AND LICENSE SECURITY AGREEMENT
CHIEF EXECUTIVE OFFICE

Name of Debtor	**Location**
Great Western Publishing, Inc.	1850 East Watkins Street Suite 104 Phoenix, Arizona

RECORDED: 01/28/1999

TRADEMARK
REEL: 1847 FRAME: 0295