

05-03-1999

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101025005

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

4.21.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

PWA 35-12.6

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other
  - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/29/1999 JSNBAZZ 00000062 1847693

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 1890 FRAME: 0228

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(704) 331-7405

Name

Tracy N. Stouse, Esq.

Address (line 1)

Kennedy Covington Lobdell & Hickman, L.L.P.

Address (line 2)

100 N. Tryon Street, Suite 4200

Address (line 3)

Charlotte, NC 28202-4006

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1847693	1758323	1914886
1835424	2016492	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

5

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

140.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Betty G. Smith

*Betty M. Smith*

4/20/99

Name of Person Signing

Signature

Date Signed

## SECURITY AGREEMENT SUPPLEMENT

SECURITY AGREEMENT SUPPLEMENT, dated as of April 1, 1999, (the "Supplement"), made by WESTERN GRAPHICS CORPORATION, an Oregon corporation (the "New Grantor"), in favor of First Union National Bank, as collateral agent (in such capacity, the "Collateral Agent") under the Intercreditor Agreement (as defined in the Security Agreement referred to below) for the ratable benefit of itself and the Creditors (as so defined).

1. Reference is hereby made to the Security Agreement dated as of October 28, 1997 (as amended, restated or otherwise modified, the "Security Agreement"), by and among Cullman Ventures, Inc., a corporation organized under the laws of the State of New York (the "Borrower"), the Subsidiaries of the Borrower identified on the signature pages thereto, (collectively, the "Guarantors", and collectively with the Borrower, the "Grantors"), in favor of the Collateral Agent. This Supplement supplements the Security Agreement, forms a part thereof and is subject to the terms thereof. Capitalized terms used and not defined herein shall have the meanings given thereto or referenced in the Security Agreement.

2. To secure the Credit Agreement and the Note Agreements in accordance with the terms thereof, and to secure the payment and performance of all of the Secured Obligations, the New Grantor hereby grants to the Collateral Agent, for the ratable benefit of itself and the Creditors, a continuing security interest in and to all of the New Grantor's estate, right, title and interest in and to all Collateral whether now or hereafter owned or acquired by the New Grantor or in which the Grantor now have or hereafter have or acquire any rights, and wherever located (the "New Collateral").

3. The Security Interests are granted as security only and shall not subject the Collateral Agent or any Creditor to, or transfer to the Collateral Agent or any Creditor, or in any way affect or modify, any obligation or liability of the Grantor with respect to any of the New Collateral or any transaction in connection therewith.

4. The New Grantor hereby agrees that it is a party to the Security Agreement as if a signatory thereof on the Closing Date of the Credit Agreement and the Note Agreements, and the New Grantor shall comply with all of the terms, covenants, conditions and agreements and hereby makes each representation and warranty, in each case set forth therein. The New Grantor agrees that "Collateral" as used therein shall include all New Collateral pledged pursuant hereto and the Security Agreement and "Security Agreement" or "Agreement" as used therein shall mean the Security Agreement as supplemented hereby.

5. Attached hereto are (a) a Perfection Certificate in the form of the Perfection Certificate delivered to the Collateral Agent on the Closing Date and (b) updated Schedules to the Security Agreement revised to include all required information with respect to the New Grantor.

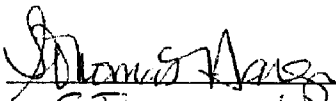
6. The New Grantor hereby acknowledges it has received a copy of the Security Agreement and that it has read and understands the terms thereof.

7. The New Grantor hereby agrees that it shall deliver to the Collateral Agent such UCC Financing Statements and all other certificates or other documents and take such action as the Collateral Agent shall reasonably request in order to effectuate the terms hereof and the Security Agreement.

*IN WITNESS WHEREOF*, the undersigned hereby causes this Supplement to be executed and delivered under seal as of the date first above written.

[CORPORATE SEAL]

WESTERN GRAPHICS CORPORATION

By:   
Name: G. Thomas Langmore  
Title: Executive Vice President

STATE OF ~~NEW YORK~~ CT }  
                  Fairfield } SS.:  
COUNTY OF ~~NEW YORK~~

This 12 day of April, 1999, personally came before me G. Thomas  
Hargrove, who, being by me duly sworn, says that he/she is Executive Vice President  
of WESTERN GRAPHICS CORPORATION, that the seal affixed to the foregoing instrument in  
writing is the corporate seal of said Company, and that said writing was signed and sealed by  
him/her, in behalf of said Company, by its authority duly given. And the said  
G. Thomas Hargrove acknowledged the said writing to be the act and deed of said Company.

Donna K. Belov  
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires:

January 31, 2000

**Schedule I**  
**Registered Trademarks**

Mark	Registration Number
Super Tube's	1,847,693
Fuzzy Posters (Stylized Letters)	1,758,323
Fuzzy Posters	1,914,886
Creative Coloring	1,835,424
Fuzzy	2,016,492

**Schedule II**  
Copyrights

None

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R&O-606140.2

**RECORDED: 04/21/1999**

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**REEL: 1890 FRAME: 0234**