

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

08-25-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

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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☐ Merger☐ Change of Name☐ OtherEffective Date
Month Day Year

Conveying Party

☒ Mark if additional names of conveying parties attached

Name Cunningham Graphics International, Inc.

Execution Date
Month Day Year

8 3 1999

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 Summit Bank

DBA/AKA/TA

Composed of

Address (line 1) 301 Carnegie Center, CN 5316

Address (line 2)

Address (line 3) Princeton

New Jersey

08543-5316

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☐ Association☒ Other National Association☐ 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.)

08/25/1999 DCOATES 00000138 200052 75411894

FOR OFFICE USE ONLY

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

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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: 001947 FRAME: 0458

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Cunningham Graphics, Inc.

8 3 1999

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

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)

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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
8 3 1999

Name Cunningham Graphics Realty, LLC

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☒ Other Limited Liability Company

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

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Registration Number(s)

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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
8 3 1999

Name

Boston Towne Press, Inc.

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

☐

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 the Assignment.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

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

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RECORDATION FORM COVER SHEET
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TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
8 3 1999

Name Cunningham Graphics Delaware, Inc.

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

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Registration Number(s)

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Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name CGII California Holdings, Inc.

8 3 1999

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKATA

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

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RECORDATION FORM COVER SHEET
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TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name MVP Graphics, Inc.

8 3 1999

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AK/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

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U.S. Department of Commerce
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TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Super Pack, Inc.

8 3 1999

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

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☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

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

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Trademark Application Number(s)

Registration Number(s)

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TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Bengal Graphics, Inc.

8 3 1999

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

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

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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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Peter P. Ackourey, Esq.

Name of Person Signing

Peter P Ackourey

Signature

8/5/99

Date Signed

Christine E Wilson

Christine E Wilson

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT ("Agreement") is made and entered into as of the 3rd day of August, 1999 between CUNNINGHAM GRAPHICS INTERNATIONAL, INC., CUNNINGHAM GRAPHICS, INC., CUNNINGHAM GRAPHICS REALTY, LLC, BOSTON TOWNE PRESS, INC., CUNNINGHAM GRAPHICS DELAWARE, INC., CGII CALIFORNIA HOLDINGS, INC., MVP GRAPHICS, INC., SUPER PACK, INC. and BENGAL GRAPHICS, INC. (collectively and individually, "Assignor"), and SUMMIT BANK, a banking corporation of the State of New Jersey, as agent and representative of itself, Lenders and Issuing Bank (Summit Bank in such capacity, together with its successors and assigns in such capacity is referred to herein as the "Assignee") .

BACKGROUND

A. In order to induce Lenders to make available to Assignor a \$30,000,000 acquisition loan facility, a \$19,000,000.00 revolving credit facility, a \$10,000,000.00 term loan and a \$1,000,000.00 line of credit pursuant to a certain Loan and Security Agreement of even date herewith (the "Loan Agreement") between Assignor and Lenders, Assignor has agreed to grant to Assignee, for the benefit of itself, Lenders and Issuing Bank a security interest in certain servicemarks, trademarks, trade names and the goodwill associated therewith, as herein provided.

B. Any term capitalized but not defined herein shall have the meaning given to such term in the Loan Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Grant of Security Interest. To secure: (A) the complete and timely payment, satisfaction and performance of the liabilities, obligations, covenants and agreements of Assignor to Agent, Issuing Bank and Lenders, whether arising out of or incurred in connection with the Loan Agreement, the Notes and/or the other Loan Documents, as such liabilities, obligations, covenants and agreements may be hereafter amended, increased, decreased, supplemented or extended by any and all renewals, extensions, replacements or modifications of such Notes or other Loan Documents hereafter entered into or otherwise arising or incurred; (B) the complete and timely payment, satisfaction and performance of all other existing and future liabilities, obligations, covenants and agreements of Assignor to Agent, Issuing Bank and Lenders, whether arising out of the transactions contemplated by the Loan Agreement or otherwise arising, whether absolute or contingent, direct or indirect, of any nature whatsoever, whether now existing or hereafter entered into (all of such liabilities and obligations are hereinafter collectively referred to as the "Obligations"), Assignor hereby grants and

conveys to Assignee, as Agent, for the benefit of itself, Issuing Bank and Lenders, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default as hereinafter defined, a security interest in and to each and every one of Assignor's now owned or existing or hereafter acquired or arising service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed), trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), trade names, all of which are listed in Schedule A attached hereto and incorporated herein (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), and the goodwill of the business to which such Marks may relate.

2. Warranties and Representations. Assignor covenants and warrants that: (A) it is the sole and exclusive owner of the entire right, title and interest in each of the registered Marks in connection with the conduct of its business in the jurisdictions in which it is operating, subject to the language contained in the certificate of registration; (B) the Marks are free and clear of any liens, pledges, assignments or other encumbrances; (C) it has the unqualified right to enter into this Agreement and perform its terms; (D) the registered Marks are subsisting and have not been adjudged invalid or unenforceable; (E) each of the registered Marks is valid and enforceable; (F) no material claim has been made that the use of any of the Marks does or may violate the rights of any third person except for claims previously disclosed in writing to Assignee; and (G) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Marks; and (H) to Assignor's knowledge no third party is infringing on such registered Marks. Assignor shall, in any event, indemnify and hold Assignee, Issuing Bank and Lenders harmless from all losses, damages, costs and expenses, including reasonable legal costs and counsel fees, incurred by Assignee, Issuing Bank or any Lender as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that any Mark infringes any service marks or trademarks held by third parties. **IT IS INTENDED THAT THE INDEMNITY PROVIDED IN THIS SECTION SHALL SURVIVE THE REPAYMENT OF THE LIABILITIES, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT.**

3. Right to Benefits. If, before the Obligations shall have been satisfied in full, Assignor shall become entitled to the benefit of any additional service mark, trademark registration or application, the provisions of paragraph 1 hereof shall automatically apply thereto and Assignor shall give Assignee reasonably prompt written notice thereof.

4. Future Marks. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future service marks, trademarks, or trade names which are Marks under paragraph 1 or paragraph 3 hereof.

5. Events of Default.

a. It shall constitute an event of default (each, an "Event of Default") hereunder if (1) any representation or warranty of Assignor as herein set forth should prove to be false or materially incorrect, or (2) Assignor violates or fails to fulfill each and all of the covenants of Assignor as herein set forth.

b. The occurrence of any Event of Default as defined under any of the Loan Documents shall also constitute an Event of Default under this Agreement, and any Event of Default under this Agreement shall constitute an Event of Default under each of the Loan Documents.

6. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur, Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof except as otherwise permitted in writing by Assignee.

7. Maintenance of Marks. Assignor shall have the duty to diligently maintain all registrations of those Marks which remain in use in interstate commerce, including the timely filing of declarations of continuous use and renewals as appropriate to prosecute and to prevent infringement of such Marks.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred, Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction which governs the perfection of any lien in the Marks and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey or elsewhere, all or a portion of the Marks and, as applicable, the goodwill associated therewith, or any interest which Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given in writing to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer

or agent of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's names on all applications, documents, papers and instruments necessary for Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and, as applicable, the goodwill associated therewith, to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and until all of the Obligations shall have been satisfied in full.

10. Termination. If (i) Assignor shall completely satisfy all of the Obligations, (ii) the Termination Date has occurred and (iii) Assignor submits to Assignee a written request that the security interests granted herein be terminated, this Agreement shall terminate and Assignee shall, at Assignor's expense and without recourse to or representation or warranty by Assignee, Issuing Bank or any Lender, execute and deliver to Assignor all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor the full unencumbered title to the Marks, and, as applicable, the goodwill associated therewith, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. Fees and Expenses of the Assignee. If an Event of Default shall have occurred, any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be paid by Assignor on demand by Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Protection of Marks. If an Event of Default shall have occurred, Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 12.

13. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Manufacture and Sale. The parties understand and agree that the collateral security interest in the Marks as provided for in this Agreement, together with other collateral provided to Assignee pursuant to the Loan Agreement and the other Loan Documents, will permit Assignee, upon the occurrence and during the continuance of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Loan Documents, all of which will permit the Assignee to manufacture and sell the products or provide the services for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties in accordance with the Loan Agreement, except as provided in paragraph 4.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Further Acts. Assignor agrees to execute and file any documents which are or may be required in order to perfect the recording of this Agreement in the United States Patent and Trademark Office.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

20. Consent to Jurisdiction, Service and Venue; Waiver of Jury Trial.

(a) Consent to Jurisdiction. Each Assignor hereby consents to the jurisdiction and venue of the courts of the State of New Jersey or any federal court located in such state, waives personal service of any and all process upon it and consents that all such service of process be made by certified or registered mail directed to Parent (on behalf of the applicable Assignor) in accordance with the Loan Agreement and service so made shall be deemed to be completed upon actual receipt or execution of a receipt by any Person at such address. Each Assignor hereby waives the right to contest the jurisdiction and venue of the courts located in the State of New Jersey on the ground of inconvenience or otherwise and, further, waives any right to bring any action or proceeding against the Assignee in any court outside the State of

New Jersey. The provisions of this Section 20 shall not limit or otherwise affect the right of the Assignee or any Lender to institute and conduct an action in any other appropriate manner, jurisdiction or court.

(b) WAIVER OF JURY TRIAL. EACH ASSIGNOR AND THE ASSIGNEE HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN.

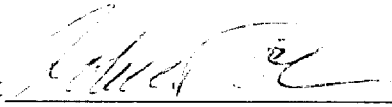
21. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

22. Integration. This Agreement represents the entire agreement among the parties hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any of the parties hereto relative to the subject matter hereof not expressly set forth or referred to herein.

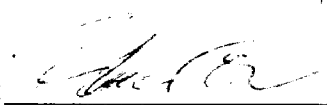
23. Headings. Section and subsection headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement the day and year first above written.

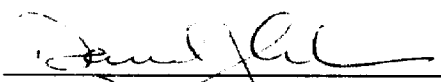
CUNNINGHAM GRAPHICS INTERNATIONAL, INC.
CUNNINGHAM GRAPHICS, INC.
CGII CALIFORNIA HOLDINGS, INC.
MVP GRAPHICS, INC.
SUPER PACK, INC.
CUNNINGHAM GRAPHICS DELAWARE, INC.
BENGAL GRAPHICS, INC.

By: 
Robert M. Okin
Chief Financial Officer

BOSTON TOWNE PRESS, INC.

By: 
Robert M. Okin, Treasurer

SUMMIT BANK, as Agent


By: 
Name: DANIEL J. CONNER
Title: SUMMIT Vice President

CUNNINGHAM GRAPHICS REALTY, L.L.C.
By: CUNNINGHAM GRAPHICS
INTERNATIONAL, INC.

By: 
Robert M. Okin
Chief Financial Officer

STATE OF New Jersey :
COUNTY OF Mid Essex : ss.

Be it remembered, that on this 3rd day of August, 1999, before me, the subscriber, in and for said county, personally appeared Robert M. Okin, CFO of CUNINGHAM GRAPHICS INTERNATIONAL, INC. who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.



Notary Public → Lawrence A. Goldman
Attorney at Law, State of NJ

My Commission Expires:

STATE OF New Jersey :
COUNTY OF Middlesex : ss.


Be it remembered, that on this 3rd day of August, 1999, before me, the subscriber, in and for said county, personally appeared Robert M. Okin, CFO of CUNNINGHAM GRAPHICS, INC. who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Lawrence A. Goldman
Notary Public Lawrence A. Goldman
Attorney at Law, State of NJ

My Commission Expires:

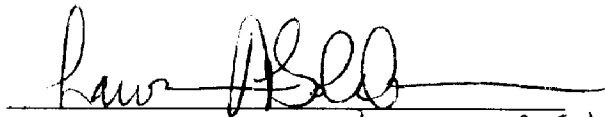
STATE OF New Jersey :
 : ss.
COUNTY OF Middlesex :

Be it remembered, that on this 3.d day of August, 1999, before me, the subscriber, in and for said county, personally appeared Robert M. Okin, CFO of CGII CALIFORNIA HOLDINGS, INC. who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.


Notary Public Lawrence A. Goldman
Attorney at Law, State of NJ
My Commission Expires:

STATE OF New Jersey :
 : ss.
COUNTY OF Monmouth :

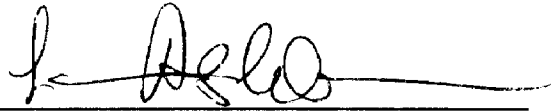
Be it remembered, that on this 3rd day of August, 1999, before me, the subscriber, in and for said county, personally appeared Robert M. Okin, CFO of MVP GRAPHICS, INC. who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.


Notary Public Lawrence A. Goldman
Attorney at Law, State of NJ

My Commission Expires:

STATE OF New Jersey :
 : SS.
COUNTY OF Middlesex :

Be it remembered, that on this 3rd day of August, 1999, before me, the subscriber, in and for said county, personally appeared Robert M. Okin, CFO of SUPER PACK, INC. who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.



~~Notary Public~~

Lawrence A. Goldman
A Notary at Law, State of N.J.

My Commission Expires:

STATE OF New Jersey :
 : ss.
COUNTY OF Madison :

Be it remembered, that on this 3rd day of August, 1999, before me, the subscriber, in and for said county, personally appeared Robert M. Okin, CFO of CUNNINGHAM GRAPHICS DELAWARE, INC. who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Lawrence A. Goldman

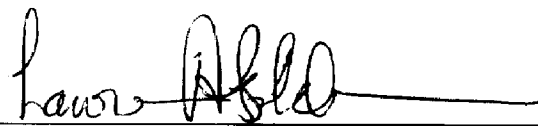
~~Notary Public~~

Lawrence A. Goldman
Attorney at Law, State of NJ

My Commission Expires:

STATE OF New Jersey :
 : ss.
COUNTY OF Madison :

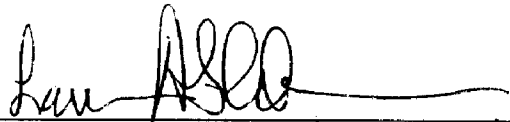
Be it remembered, that on this 3rd day of August, 1999, before me, the subscriber, in and for said county, personally appeared Robert M. Okin, CFO of BENGAL GRAPHICS, INC. who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.


~~Notary Public~~ Lawrence A. Goldman
Attorney at Law, State of NJ

My Commission Expires:

STATE OF New Jersey :
 : ss.
COUNTY OF Middlesex :

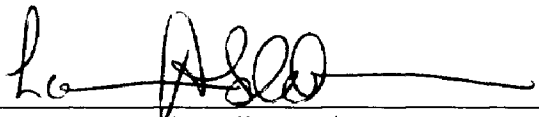
Be it remembered, that on this 3^d day of August, 1999, before me, the subscriber, in and for said county, personally appeared Robert M. Okin, Treasurer of BOSTON TOWNE PRESS, INC. who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.


Notary Public — Lawrence A. Goldman
Attorney at Law, State of NJ

My Commission Expires:

STATE OF New Jersey :
 : SS.
COUNTY OF Monmouth :

Be it remembered, that on this 3rd day of August, 1999, before me, the subscriber, in and for said county, personally appeared Robert M. Okin, CFO of CUNNINGHAM GRAPHICS INTERNATIONAL, INC., the sole member of CUNNINGHAM GRAPHICS REALTY, L.L.C., who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such limited liability company, made by virtue of a Resolution of its sole member.



Notary Public Lawrence A. Goldstein
Attorney at Law, State of NJ

My Commission Expires:

STATE OF New Jersey :
COUNTY OF Middlesex : ss.

Be it remembered, that on this 3RD day of August, 1999, before me, the subscriber, in and for said county, personally appeared Daniel J. Conlon of Summit Bank who I am satisfied is the person who signed the within instrument, and he/she acknowledged that she signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, duly authorized by such corporation in accordance with resolutions adopted by the Board of Directors of such corporation.

Peter P. Arkeny, Esq.
~~Notary Public~~ Attorney at Law

My Commission Expires:

Schedule A

| <u>CASE NAME</u> | <u>COUNTRY</u> | <u>ID No.</u> | <u>STATUS</u> | <u>COMMENTS</u> |
|---|-----------------------|-------------------------|----------------------|--|
| World Research Link - Trademark Application | U.S. | U.S.S.N.. 75/411,894 | Pending | Published for Opposition - April 13, 1999 |
| WRL Trademark Application | U.S. | U.S.S.N.. 75/411,536 | Pending | Published for opposition 12/1/98 - Tentative agreement reached with Western Reserve Life with regard to use of the mark by each party in the United States |
| World Research Link - Trademark Application | U.K. | App. No. 2,157,687 | Pending | Filed 2/10/98 claiming priority date of 12/29/97 |
| WRL Trademark Application | U.K. | App. No. 2,157,362 | Pending | Filed 2/5/98 Published for opposition 7/8/98 |
| World Research Link - Trademark Application | Hong Kong | App. No. 98/01182 | Pending | Application being processed for acceptance |
| WRL Trademark Application | Hong Kong | App. No. 98/01181 | Pending | Proceeding toward registration on Hong Kong Part B Register |
| World Research Link - Trademark Application | Canada | | | Application in progress |
| WRL Trademark Application | Canada | | | Application in progress |

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TRADEMARK
REEL: 001947 FRAME: 0485