

Ms 10/6/99

10-12-1999



RECORDATION FOR TRADEMARK

101166482

DEPARTMENT OF COMMERCE
Trademark Office

REGISTERED

OCT - 6

Form PTO-1594
1-31-92

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sheridan Books, Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State: Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: National Westminster Bank PLC
 Internal Address: _____
 Street Address: 175 Water Street
 City: New York State: New York ZIP: 10038

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - Collateral Agent _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: May 28, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

1,437,516
1,302,016

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

Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: _____
 (23-1705 in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

10/06/1999 JSHABAZZ 00000072 1437516

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

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.

Brian T. Jaenicke
Name of Person Signing

Signature

10/6/99
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

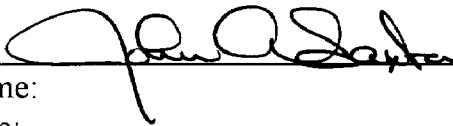
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Sheridan Books, Inc., a Delaware corporation ("the Grantor") with principal offices at 700 One Center Plaza, 120 West Fayette Street, Baltimore, Maryland 21201, hereby grants to National Westminster Bank Plc, as Collateral Agent, with principal offices at 175 Water Street, New York, New York 10038 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 2, 1998 (as amended, restated and otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

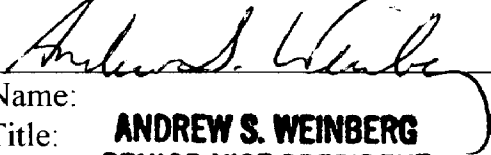
This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 28th day of May, 1999.

SHERIDAN BOOKS, INC.,
as Grantor

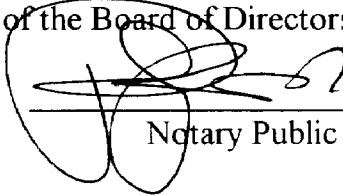
By: 
Name:
Title:

NATIONAL WESTMINSTER BANK PLC,
as Collateral Agent and Grantee

By: 
Name:
Title: **ANDREW S. WEINBERG
SENIOR VICE PRESIDENT**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28 day of May, 1999, before me personally came John A. Saxton who, being by me duly sworn, did state as follows: that he is President of Sheridan Books, Inc., that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

PHILIP H. EHRLICH
Notary Public, State of New York
No. 02EH5055372
Qualified in New York County
Commission Expires February 5, 2000

STATE OF New York)
) SS :
COUNTY OF Orange)

On this 2nd day of ~~May~~ ^{June}, 1999, before me personally came Andrew Weinberg who, being by me duly sworn, did state as follows: that he is Senior Vice President of National Westminster Bank Plc, that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Daria Bongiorno
Notary Public

**NOTARY PUBLIC
STATE OF NEW YORK
DARIA BONGIORNO
NO. 01B05035743
COMMISSION EXPIRES NOV. 7, 2000**

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
DURO SHEEN	1437516	April 21, 1987
B BOOKCRAFTERS and Design	1302016	October 23, 1984