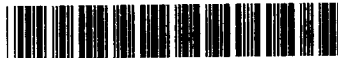


07-24-2000

6.16.00



Form PTO-1594

(Rev 6-93)

101412663

COVER SHEET

U.S. Department of Commerce

ONLY

Patent and Trademark Office

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

1. Name of conveying party(ies):  
 PRECISION OFFSET PRINTING COMPANY, INC.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-Pennsylvania  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies):  
 Name: The Bank of Nova Scotia, as administrative agent  
 Internal Address: Suite 2700

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

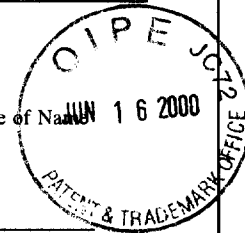
Street Address: 600 Peachtree Street

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

City: Atlanta State: Georgia ZIP: \_\_\_\_\_  
Country: \_\_\_\_\_

Execution Date: March 30, 2000



Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Bank

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

4. Application number(s) or trademark number(s):  
If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s)  
See attached list

B. Trademark No.(s)  
See attached list 1694902

Additional numbers attached  Yes  No

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

Name: Nora A. Whitescarver  
 Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW  
 City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 3

7. Total fee (37 CFR 3.41): \$90.00

Enclosed (Check No. 18541)  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

07/21/2000 MTRAI1 00000143 1694902  
 01 FC:481 40.00 DP  
 02 FC:482 50.00 DP

DO NOT USE THIS SPACE

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.

Nora A. Whitescarver                      Nora A. Whitescarver                      June 16, 2000  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet and document attachments: 8

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	Posi-Seal Precision Ollan-Seal Inc.	1694902	6/16/1992
U.S.A.		2152577	4/21/1998
U.S.A.	IO Plus Film	2153895	4/28/1998

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.			

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
None.				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 30, 2000, is made by PRECISION OFFSET PRINTING COMPANY INC., a Pennsylvania corporation (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA, as administrative agent (together with its successor(s) thereto, in such capacity the "Administrative Agent") for each of the Lender Parties.

### WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of May 22, 1997 and amended as of June 30, 1997, December 31, 1997, May 28, 1998 and July 15, 1998 (as heretofore or hereafter amended, supplemented, amended and restated or otherwise modified and supplemented and in effect from time to time, the "Credit Agreement"), among Von Hoffmann Press, Inc., a Delaware corporation (the "Borrower"), the various financial institutions as are, or may from time to time become, parties thereto (the "Lenders") and the Agents, the Documentation Agent, the Co-Agent and the Issuer named therein, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower; and

WHEREAS, the Grantor is becoming on the date hereof a Subsidiary of the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Grantor, as a Subsidiary of the Borrower, is required to execute and deliver the Subsidiary Security Agreement, dated as of March 30, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to Section 4.1.4 of the Security Agreement, the Grantor is required to execute and deliver this Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders and the Issuer pursuant to the Credit Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders and the Issuer to make and maintain Credit Extension to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, recitals, schedules and exhibits, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements on any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of

any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the payment in full of all Secured Obligations, the termination or expiration of all Letters of Credit and Rate Protection Agreements and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in any or all of the Trademark Collateral which has been granted hereunder.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PRECISION OFFSET PRINTING  
COMPANY INC.

By   
Name: Robert A. Uhlenhop  
Title: Chief Executive Officer

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PRECISION OFFSET PRINTING  
COMPANY INC.

By \_\_\_\_\_  
Name:  
Title:

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

By A.S. Norsworthy  
Name: A.S. NORSWORTHY  
Title: SR. TEAM LEADER-LOAN OPERATIONS

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	Posi-Seal Precision Ollan-Seal Inc.	1694902	6/16/1992
U.S.A.		2152577	4/21/1998
U.S.A.	IO Plus Film	2153895	4/28/1998

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.			

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
None.				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					

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