

08-01-2000

REC



101419899

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

**Submission Type** 77-2000

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

Effective Date  
Month Day Year  
03/31/2000

Change of Name

Other \_\_\_\_\_

**Conveying Party**  Mark if additional names of conveying parties attached

Name Fleet National Bank (f/k/a Bank Boston, N.A.) Execution Date  
Month Day Year  
03 / 31 / 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other a National Banking Association

Citizenship/State of Incorporation/Organization a National Banking Association organized under the laws of the United States

**Receiving Party**  Mark if additional names of receiving parties attached

Name American Reprographics Company, L.L.C.

DBA/AKA/TA Ford Graphics Group, L.L.C.

Composed of \_\_\_\_\_

Address (line 1) 900 Palm Avenue

Address (line 2) \_\_\_\_\_

Address (line 3) South Pasadena, California 91030, United States of America

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 Assignment.)

Corporation  Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization California

07/31/2000 DNGUYEN 00000224 644188 FOR OFFICE USE ONLY **90E**

01 FC:481 40.00 OP  
02 FC:482 50.00 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

Repl'n. Ref: 07/31/2000 DNGUYEN 001057000  
 DA#: 011156 Name/Number: 644188 \$30.00 CR  
 FC: 704

**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 312-715-4000

Name Robert E. Browne  
Address (line 1) Alzheimer & Gray  
Address (line 2) Suite 4000  
Address (line 3) 10 South Wacker Drive  
Address (line 4) Chicago, Illinois 60606

**Pages**

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

# 6

**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)
_____	<u>644,188</u>
_____	<u>1,741,769</u>
_____	<u>2,230,081</u>

**Number of Properties**

Enter the total number of properties involved.

# 3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 120.00

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:

# 011,156

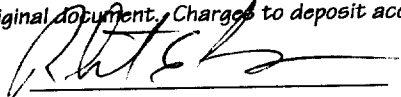
Authorization to charge additional fees:

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.

Robert E. Browne  
Name of Person Signing

  
Signature

July 5, 2000  
Date Signed

**TERMINATION AND RELEASE  
OF  
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

**TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of March 31, 2000, is by and between (1) **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, in its capacity as Agent (hereinafter in such capacity, the "Agent") for itself and the other lending institutions (hereinafter, collectively, the "Banks") party to that certain Amended and Restated Credit Agreement, dated as of April 13, 1999 (the "Amended Credit Agreement"), by and among the Company (as hereinafter defined), the Agent and the Banks, and under the Trademark Agreement (as defined herein) and (2) **AMERICAN REPROGRAPHICS COMPANY, L.L.C.** (f/k/a Ford Graphics Group, L.L.C.), a California limited liability company having its principal place of business at 900 Palm Avenue, South Pasadena, California 91030 (the "Company").

**WHEREAS**, the Amended Credit Agreement amended and restated that certain Credit Agreement, dated as of November 20, 1997, by and among the Company, the Agent, the Banks (as therein defined) and certain other parties thereto, as set forth therein;

**WHEREAS**, pursuant to the terms of the Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of June 26, 1998, between the Company and the Agent and recorded with the U.S. Patent and Trademark Office at Reel 1757, Frame 0692 (the "Trademark Agreement"), as amended by First Supplemental Trademark Collateral Security and Pledge Agreement, dated as of September 29, 1999, and recorded with the U.S. Patent and Trademark Office at Reel 1985, Frame 0579, the Company granted to the Agent, for the benefit of the Agent and the Banks, a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Schedule A attached hereto (such trademarks referred to herein as the "Named Trademarks"); and

**WHEREAS**, pursuant to the Affirmation Agreement (as defined in the Amended Credit Agreement), the Company, inter alia, confirmed and ratified its grant to the Agent of a continuing security interest in the Named Trademarks to secure the payment and performance of all of the Obligations (as defined in the Amended Credit Agreement) to the Banks and the Agent under the Amended Credit Agreement and the other Loan Documents (as defined in the Amended Credit Agreement); and

**WHEREAS**, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Company hereby agree as follows:


1. **Release and Assignment.** The Agent hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

2. **Acknowledgment and Acceptance.** The Company hereby acknowledges and accepts the foregoing release and assignment by the Agent.

3. **Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date first set forth above.

FLEET NATIONAL BANK (f/k/a BankBoston, N.A.), as Agent

By: 

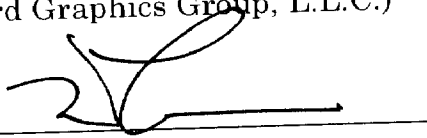
Name:

Title:

**RICHARD D. HILL, JR.  
Managing Director**

Accepted:

AMERICAN REPROGRAPHICS COMPANY, L.L.C.  
(f/k/a Ford Graphics Group, L.L.C.)

By: 

Name: Mark W. Legg

Title: Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS )  
 )ss.  
COUNTY OF SUFFOLK )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29<sup>th</sup> day of March, 2000, personally appeared Richard D. Hill to me known personally, and who, being by me duly sworn, deposes and says that he is a manager of **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.

[Signature]

Notary Public  
My Commission Expires:  
[Stamp]

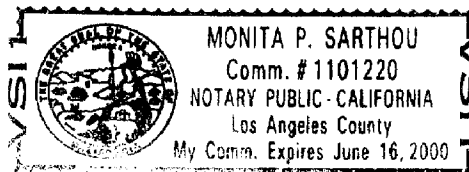
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CA )  
 )ss.  
COUNTY OF Los Angeles )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30<sup>th</sup> day of March, 2000, personally appeared Mark W. Legg to me known personally, and who, being by me duly sworn, deposes and says that he is a Financial Officer of **AMERICAN REPROGRAPHICS COMPANY, L.L.C.** (f/k/a Ford Graphics Group, L.L.C.), and that said instrument was signed and sealed on behalf of each of said corporation by authority of its Board of Advisors, and said officer acknowledged said instrument to be the free act and deed of each of said corporations.

[Signature]

Notary Public  
My Commission Expires:



Schedule A

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Deioprint	644188	4/16/57
Spectraprint	1741769	12/22/92

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
Color Wise and Design	75/181746	10/16/96
Color Wise	75/181747	10/15/96
V and Design	2,230,081	3/9/99 (registered)