

08-01-2000



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

Submission Type 7-7-2000

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
Effective Date
Month Day Year
03/31/2000

Merger

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	00000225	75181746	FOR OFFICE USE ONLY	65E
01	FC:481		40.00	DP	
02	FC:482		25.00	DP	
03	FC:998		15.00	DP	

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

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)

75/181,746 _____

75/181,747 _____

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 80.00

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

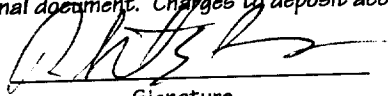
No

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:

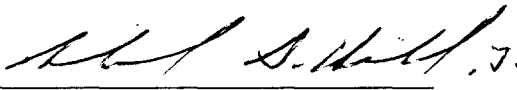
1. **Release and Assignment.** The Agent hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to each of 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 29th 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.

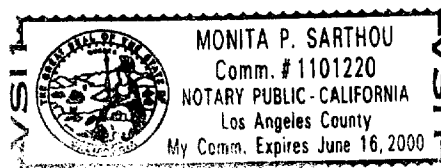
Suzanne S. Ranton
Notary Public
My Commission Expires:
SUZANNE S. RANTON, Notary Public
My Commission Expires September 10, 2000

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 30th 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 Chief 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.

Monita P. Sarthou
Notary Public
My Commission Expires:



Schedule A

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

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications --	
	<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)