

06-27-2001

Form PTO-1594
1-31-92

RE



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101762217

To the Honorable Commissioner of Patent.

original documents or copy thereof.

1. Name of conveying party(ies): 620-01
PRINTCO., 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: The Chase Manhattan Bank
Internal Address: _____
Street Address: 270 Park Avenue
City: New York State: New York ZIP: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - Collateral Agent 20

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other - _____

Execution Date: May 23, 2001

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 registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

Please see attached Schedule A

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

Name: Francis L. McGrath, 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 13

7. Total fee (37 CFR 3.41): \$ 315.00

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)

06/26/2001 TBIAZ1 00000175 231705 75879726
01 FC:481 40.00 DP
02 FC:482 25.00 CH 275.00 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.

Francis L. McGrath
Name of Person Signing

Francis L. McGrath 6-18-01
Signature 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.

Mark	Country	Application No. Application Date	Registration No. Registration Date
TC ADVERTISING and Design	U.S.	75/879,726 12/22/1999	
Globe and Lightning Bolt Logo	U.S.	75/881,998 12/27/1999	2,402,202 11/07/2000
DELIVERING ADVANCED MARKETING SOLUTIONS	U.S.	75/935,848 03/06/2000	
TCAIMS	U.S.	75/887,294 01/04/2000	
NEWSPAPER PROMOTIONS THAT DELIVER	U.S.	76/084,693 07/06/2000	
REACH AMERICA and Design	U.S.	76/102,971 08/03/2000	
VERTIS	U.S.	76/083,690 07/05/2000	
THESPECDEPT.COM	U.S.	75/901,657 01/24/2000	
LTC GROUP	U.S.	75/879,419 12/21/1999	
DIGITANGO	U.S.	75/904,601 01/28/2000	

**ASSIGNMENT OF SECURITY INTEREST
IN CERTAIN PATENTS AND TRADEMARKS**

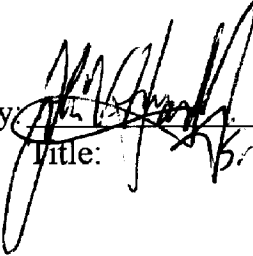
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PRINTCO., INC., a Delaware corporation ("the Assignor") with principal offices at 250 W. Pratt Street, 18th Floor, Baltimore, MD 21201, hereby assigns and grants to The Chase Manhattan Bank, as Collateral Agent (the "Assignee") with principal offices at 270 Park Avenue, New York, New York 10017, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (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 and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment"), is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 7, 1999 (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

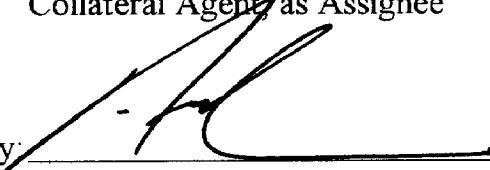
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security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

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of
the 23rd day of May, 2001.

PRINTCO., INC.,
as Assignor

By: 
Title: B.V.P. & General Counsel

THE CHASE MANHATTAN BANK, as
Collateral Agent, as Assignee

By: 
Title:
**Robert T. Sacks
Managing Director**

MARYLAND

STATE OF ~~NEW YORK~~)

CITY BALTIMORE) ss.:
COUNTY OF ~~NEW YORK~~)

On this 23rd day of May, 2001, before me personally came John Howard who, being by me duly sworn, did state as follows: that [s]he is Senior VP and General Counsel of PRINTCO., INC. that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Theresa M. Manke
Notary Public

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

On this 30th day of May, 2001, before me personally came ROBERT SACKS who, being by me duly sworn, did state as follows: that he is Managing Director of THE CHASE MANHATTAN BANK, that he is authorized to execute the foregoing Assignment on behalf of said company and that he did so by authority of said company.


Notary Public

ELIZABETH IACOVIELLO
Notary Public, State of New York
No. 31-4638331
Qualified in New York County
Commission Expires June 30, 2002