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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): PrintCo, Inc. 250 W. Pratt St, 18th Flr, Baltimore, MD 1321 Van Deirse Ave., POB 220, Greenville, MI. [X] Corporation-State Michigan. Additional name(s) of conveying party(ies) attached? [X] No

2. Name and address of receiving party(ies) Name: JP Morgan Chase & Co. Internal Address: Street Address: 270 Park Avenue City: NY State: NY Zip: 10017 [X] Other Commercial Bank

3. Nature of conveyance: [X] Other Grant of Security Interest Execution Date: 04/05/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached B. Trademark Registration No.(s) Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Danice M. Kowalczyk, Esq. Name: Internal Address: White & Case Street Address: 1155 Avenue of the Americas City: NY State: NY Zip: 10036

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41): \$ 165.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 23-1705 (Attach duplicate copy of this page if paying by deposit account)

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. Danice M. Kowalczyk, Esq. Signature Date 4/17/02

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Total number of pages including cover sheet, attachments, and document: 7 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE OF TRADEMARKS

Summary of Trademarks

Trademark	Registration/ Application	APTO Filing/Registration Date
VERTIS	Appl. No. 75/980,666	Filed 07/05/00
VERTIS and V Design	Appl. No. 76/208,360	Filed 02/08/01
AT THE CENTER OF ADVERTISING INNOVATION	Appl. No. 76/217,990	Filed 03/01/01
TOTAL DIGITAL WORKFLOW	Appl. No. 76/232,656	Filed 03/29/01
Z-CLING	Appl. No. 76/242,842	Filed 04/18/01
TREASURE CHEST ADVERTISING	Appl. No. 76/337,223	Filed 11/08/01

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PrintCo., Inc., a Michigan corporation, (the "Grantor") with principal offices at 1321 Van Deirse Avenue, P.O. Box 220, Greenville, Michigan 48838, hereby grants to JP Morgan Chase & Co., as Collateral Agent, with principal offices at 270 Park Avenue, 47th Floor, New York, New York, 10017-2070 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, and (iii) the goodwill of the businesses with which the Marks are associated and (iv) 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 GRANT 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 the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 7, 1999 (and amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant 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 as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

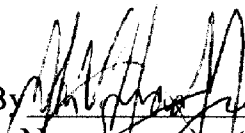
* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

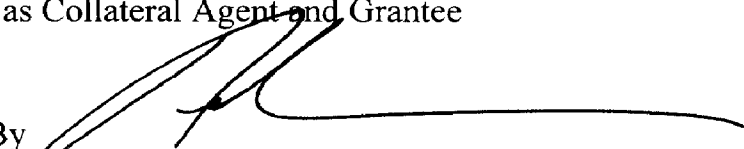
~~14th~~ day of ~~December, 2001~~ ^{January, 2002}

14th day of ~~December, 2001~~

PrintCo., Inc., Grantor

By 
Name: John Howard, Jr.
Title: Sr. V.P.

JP Morgan Chase & Co.,
as Collateral Agent and Grantee

By 
Name: _____
Title: Robert T. Sacks
Managing Director

STATE OF Maryland)
) ss:
COUNTY OF Baltimore)

On this 14th day of January, 2002 before me personally came _____
John V. Howard, Jr. who, being by me duly sworn, did state as follows: that ~~is~~he is
Senior Vice President of PrintCo., Inc., that ~~is~~he is authorized to execute the foregoing Grant on
behalf of said corporation and that ~~is~~he did so by authority of the Board of Directors of said
corporation.

Gynene V. Sullivan
Notary Public

GYNENE V. SULLIVAN
Notary Public, State of Maryland
Baltimore County
My Commission Expires June 29, 2005

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

On this 5th day of April, 2002, before me personally came _____
Robert T. Sacks who, being by me duly sworn, did state as follows: that [s]he is
Managing Director of JP Morgan Chase & Co., that [s]he is authorized to execute the
foregoing Grant on behalf of said entity and that [s]he did so by authority of the Board of
Directors of said entity.

Ruby V. Tulloch
Notary Public

RUBY V. TULLOCH
Notary Public, State of New York
No. 60-4769208
Qualified in Westchester County
Commission Expires May 31, 2002