

09-03-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

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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):

Moore North America, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other Delaware

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

2. Name and address of receiving party(ies)

Name: Citicorp USA, Inc., Internal Address: as Administrative Agent Street Address: Two Penns Way City: New Castle State: DE Zip: 19720

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), Change of Name, Other

Execution Date: 8/2/2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) SEE ATTACHED SCHEDULE I

B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE I

Additional number(s) attached Yes No

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

Name: Tonya Chapple

Internal Address: clo CSC

Street Address: 80 State St

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved:

12

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

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy

Name of Person Signing

Maureen P. Murphy

Signature

August 7, 2002

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:481 40.00 OF 02 FC:482 275.00 OF

TRADEMARK REEL: 002573 FRAME: 0843

SCHEDULE I

Initial Trademarks

Grantor: Moore North America, Inc.

<u>Trademark Name</u>	<u>Trademark Registration Number</u>	<u>Country</u>
MOORE	1281875	United States
MOORE	1450407	United States
MOORE	1798130	United States
MOORE	2404016	United States
MOORE	1625317	United States
MOORE	2399115	United States
MOORE	1457106	United States
MOORE	1281565	United States
MOORE	1232705	United States
MOORE	1483159	United States
MOORE LOGO III	1204543	United States
MOORE LOGO IV	1529649	United States

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2002 by MOORE NORTH AMERICA, INC., a Delaware corporation and any other entity party hereto (the "Grantors"; each, a "Grantor"), in favor of CITICORP USA, INC., a Delaware corporation, in its capacity as Administrative Agent for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the guarantors from time to time party thereto, the Lenders and the Administrative Agent, the Lenders have severally agreed to make certain Loans (as defined in the Credit Agreement) to, and the Issuing Lender (as defined in the Credit Agreement) has agreed to issue and certain of the other Lenders have agreed to participate in Letters of Credit (as defined in the Credit Agreement) for the account of, the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Loans to the Borrower under the Credit Agreement that Grantor shall have executed and delivered this Trademark Security Agreement in favor of the Administrative Agent for the benefit of the Secured Parties to secure payment and performance of such Grantor's obligations under or in respect of the Credit Agreement and the other Credit Documents;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the other Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks referred to on Schedule I hereto;
 - (b) all reissues, continuations, extensions and renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MOORE NORTH AMERICA, INC.

By: *Thomas J. Quinlan*
 Name: *Thomas J. Quinlan*
 Title: *Exec. Vice Pres., Treasurer*

Accepted and agreed to:

CITICORP USA, INC., as
 Administrative Agent

By: *[Signature]*
 Name: *Robert H. Chen*
 Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF *New York*)
 : ss.:
 COUNTY OF *New York*)

On this *2nd* day of *August*, *2002* before me personally appeared *Thomas J. Quinlan*, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of *Moore North America, Inc.* who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Maureen P. Murphy
 Notary Public

MAUREEN P. MURPHY
 Notary Public, State of New York
 No. 24-4798544
 Qualified in Richmond County
 Certificate Filed in New York County
 Commission Expires March 30, *2003*

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