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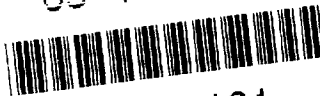
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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102218131

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

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

1. Name of conveying party(ies):

Anacomp, Inc.

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State - Indiana

☐

Other

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other

Execution Date: December 31, 2001

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as Agent

Internal

Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

☐

Individual(s) citizenship

☐

Association

☐

General Partnership

☐

Limited Partnership

☐

Corporation-State

☒

Other national banking association

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) See Schedule A

B. Trademark Registration No.(s) See Schedule B

Additional number(s) attached ☒ Yes ☐ No

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

Name: Marion Giliberti Barish

Internal Address:

Street Address: Bingham McCutchen LLP

150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

34

7. Total fee (37 CFR 3.41) \$ 865

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Marion Giliberti Barish

Name of Person Signing

Signature

09/09/02

Date

09/11/2002 DBYRNE 00000151 2430854

Total number of pages including cover sheet, attachments, and document: 77

01 FC:481
02 FC:48240.00 OP
825.00 OPdocuments to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002578 FRAME: 0805

Schedule A

Trademarks and Service Marks of Assignor

Anacomp, Inc. Registered Trademarks

Trademark or Service Mark	Application No.	Registration Number and Date
A LOGO	75/439,206	2,438,854
T03681US0	2/23/98	3/27/01
United States		
ALVA AND DEVICE	75/046,357	2,188,118
T02242US0	1/22/96	9/8/98
United States		
ANACOMP and A LOGO	75/439,205	2,451,295
T03438US0	2/23/98	5/15/01
United States		
ANACOMP	73/443,044	1,324,169
T03658US0	9/9/93	3/12/85
United States		
ANACOMP	73/443,048	1,329,987
T03660US0	9/9/83	4/9/85
United States		
T03660US0		
ANAFIND		1,914,652
T03682US0		8/29/95
United States		
ANASTACK	74/187,709	1,711,329
T03683US0	7/23/91	9/1/92
United States		
ANATRIEVE		1,736,333
T03686US0		12/1/92
United States		
AUTOCOM Stylized		1,121,757
T03665US0		7/10/79
United States		
AUTOEXCEL		1,931,557
T03687US0		10/31/95
United States		
CM		1,282,290
T03693US0		6/19/84
United States		
DATAGRAPHIX		1,005,361
T03697US1		10/13/95
California		
DATAGRAPHIX		945,127
T03699US0		10/17/92
United States		

DATAGRAPHIX		924217
T03697US0		11/23/91
United States		
DATAGRAPHIX		924,216
Stylized		11/23/91
T03698US0		
United States		
DATAGRAPHIX XFP		1,660,314
2000		10/8/91
T03598US0		
United States		
DISCADDY &		1,220,645
DESIGN		12/21/82
T03702US0		
United States		
DRAGONCOM	75/332,574	2,214,132
(Stylized)	7/29/97	12/29/98
T03703US0		
United States		
ENVIRX (Stylized)		2,048,162
T03602US0		3/25/97
United States		
INFOLIFE	75/839,128	2,549,260
T4071US0	11/2/99	6/12/01
United States		
900021		
LASER-XP	75/322,139	2,305,117
T03722US0	7/10/97	1/4/00
United States		
LASERPOS	74/027,954	1,628,864
T03723US0	2/12/90	12/25/90
United States		
LASERWRITER		1,885,738
T03724US0		3/28/95
United States		
MICRON		1,258,341
T03726US0		11/23/83
United States		
TOOL CHEST		1,532,762
T03730US0		4/4/89
United States		
XCF	75/322,138	2,284,456
T03732US0	7/10/97	10/12/99
United States		
XFP 2000		1,662,935
T03733US0		10/29/91
United States		
XIDEX		1,246,923
T03734US0		8/2/83
United States		
XIDEX		945,199
T03735US0		10/17/72
United States		

Schedule B

Trademarks and Service Marks of Assignor

Anacomp, Inc. Trademark Applications

Trademark or Service Mark	Application No.	Registration Number and Date
ANACOMP and A LOGO (new) T04271US0 United States	76/074,339 6/20/00	
ANY WAY YOU WANT IT. THAT'S THE WAY YOU GET IT T04099US0 United States	75/896,919 1/14/00	
DOC HARBOR United States	75/884,881 12/30/99	
IDP1600 T03909US0 United States	75/767,407 8/4/99	
900019 THE PLACE WHERE E-DOCUMENTS WORK United States	76/019,418 4/6/00	

SECOND AMENDED AND RESTATED
TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

This **SECOND TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "Trademark Agreement") dated December 31, 2001, between **ANACOMP, INC.**, an Indiana corporation having its principal place of business at 12365 Crosthwaite Circle, Poway, California 92064, (the "Assignor"), and **FLEET NATIONAL BANK f/k/a BANKBOSTON, N.A.**, a national banking association having its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter, in such capacity, the "Agent") for itself and other banking institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to that certain Amended and Restated Revolving Credit Agreement and Restructure of Obligations dated December 31, 2001 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), among the Assignor, the Banks and the Agent.

WHEREAS, the Assignor, the Banks and the Agent entered into a Revolving Credit Agreement dated as of June 15, 1998, as amended by that First Amendment to Revolving Credit Agreement dated as of September 21, 1998, that Second Amendment to Revolving Credit Agreement dated as of February 18, 1999, that Third Amendment to Revolving Credit Agreement dated as of June 18, 1999, that Fourth Amendment to Revolving Credit Agreement dated as of July 26, 1999, and the Forbearance and Standstill Agreement dated as of November 15, 2000 (as amended, restated, supplemented or otherwise modified, the "Forbearance Agreement"), and as further amended, restated, supplemented or otherwise modified (collectively, the "Original Credit Agreement");

WHEREAS, the Assignor and the Agent entered into a Trademark Collateral Security and Pledge Agreement dated as of June 15, 1998, as amended and restated by that Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of June 18, 1998, as further amended, restated, supplemented or otherwise modified (the "Original Trademark Agreement") in connection with the Original Credit Agreement;

WHEREAS, the Assignor, the Agent and the Banks are restructuring the Obligations outstanding under the Original Credit Agreement pursuant to the terms and conditions of the Credit Agreement;

WHEREAS, in connection with the foregoing, the Original Credit Agreement is concurrently being amended and restated in its entirety pursuant to the Credit Agreement;

WHEREAS, the Banks are willing to make Revolving Credit Loans and extend Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Assignor shall have executed and delivered to the Agent, for the benefit of the Banks, an Amended and Restated Security Agreement dated as of the date

hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively referred to as the "Security Agreement") pursuant to which the Assignor has granted to the Agent, for the benefit of the Banks and the Agents, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Credit Agreement, the Assignor is required to execute and deliver to the Agent, for the benefit of the Banks and the Agents, this Trademark Agreement;

WHEREAS, the Assignor desires to continue to secure all of its Obligations under the Credit Agreement and the other Loan Documents by granting, and regranting, as appropriate, to the Agent, for the benefit of the Banks and the Agents, a continuing first priority security interest in and lien upon all the Pledged Trademarks referred to below;

WHEREAS, it is a condition precedent to the Banks' making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to the Agent, for the benefit of the Banks and the Agent, a trademark agreement in substantially the form hereof; and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §3.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Original Trademark Agreement. See recitals.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture,

production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Second Amended and Restated Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used

by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Unless otherwise provided herein, the rules of interpretation set forth in §2.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. Amendment and Restatement of Trademark Security Agreement.

This Trademark Agreement amends and restates in its entirety the Original Trademark Agreement and is intended to be a renewal and continuation, and not a termination or release, of the liens and security interests heretofore granted to the Agent, for the benefit of the Banks and the Agents, in and to the Pledged Trademarks under the Original Trademark Agreement. The Assignor hereby ratifies and confirms that, the "Obligations" under the Original Credit Agreement are being renewed and not satisfied pursuant to the Credit Agreement and that all such Obligations are and shall be construed to be secured by the Pledged Trademarks.

3. Grant of Security Interest.

3.1 Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants, regrants, assigns, reassigns, conveys, reconveys, mortgages and mortgages again, pledges, repledges, hypothecates, rehypothecates, transfers and retransfers to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and repledges and mortgages and mortgages again (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Banks and the Agent. In addition, the Assignor has executed in blank and delivered to the Agent an Amended and Restated Assignment of Trademarks and Service Marks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks") The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO or any similar office or agency of the United States or any foreign jurisdiction, the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement.

3.2 Conditional Assignment. In addition to, and not by way of limitation of, the grant, regrant, pledge, repledge, mortgage and mortgage again of the Pledged Trademarks provided in §3.1, the Assignor grants, regrants, assigns, reassigns, transfers, retransfers, conveys, reconveys, sets over and sets over again to the Agent, for the benefit of the Banks and the Agent, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, regrant, assignment, reassignment, transfer, retransfer, conveyance and reconveyance shall be and become of force and effect

only (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Agent at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Agent or its nominee in lieu of foreclosure).

3.3 Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignor has granted to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, regrant, assignment, reassignment, transfer, retransfer, conveyance and reconveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO or any similar office or agency of the United States or any foreign jurisdiction, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3.4 Excluded Collateral. Notwithstanding the foregoing provisions of this §3, such grant and regrant of security interest shall not extend to, and the term "Pledged Trademarks" shall not include, any Pledged Trademarks which are now or hereafter held by the Assignor as licensee, lessee or otherwise, to the extent that (a) such Pledged Trademarks are not assignable or capable of being encumbered under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (b) such consent has not been obtained; provided, however, that the foregoing grant and regrant of security interest shall extend to, and the term "Pledged Trademarks" shall include, (i) any and all proceeds of such Pledged Trademarks to the extent that the assignment or encumbering of such

proceeds is not so restricted and (ii) upon any such licensor, lessor or other applicable party consent with respect to any such otherwise excluded Pledged Trademarks being obtained, thereafter such Pledged Trademarks as well as any and all proceeds thereof that might have theretofore have been excluded from such grant and regrant of a security interest and the term "Pledged Trademarks".

4. Representations, Warranties And Covenants. The Assignor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, except as set forth on Schedule 8.7 to the Credit Agreement, there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (c) to the best of the Assignor's knowledge, except as set forth on Schedule 8.7 to the Credit Agreement, each of the Trademarks and Trademark Registrations is valid and enforceable; (d) to the best of the Assignor's knowledge, except as set forth on Schedule 8.7 to the Credit Agreement, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (e) except as set forth on Schedule 8.7 to the Credit Agreement, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (f) except as set forth on Schedule 8.7 to the Credit Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (g) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable it to comply with the covenants herein contained; (h) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks except where the failure to do so would not have a material adverse effect on the Trademark or the business, assets or financial condition of the Assignor; (i) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (j) this Trademark Agreement, together with the Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (k) of this §4; and (k) except for the filing of financing statements with the Secretary of State of the State of Indiana under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO or any similar office or agency of the United States or any

foreign jurisdiction, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (ii) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

5. **Inspection Rights.** The Assignor hereby grants to each of the Agent and the Banks and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

6. **No Transfer Or Inconsistent Agreements.** Without the Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, except as expressly permitted pursuant to the terms of the Credit Agreement, the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

7. **After-Acquired Trademarks, Etc.**

7.1 **After-acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

7.2 **Amendment to Schedule.** The Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §3 or §7.

8. **Trademark Prosecution.**

8.1 **Assignor Responsible.** The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Banks harmless from any and all costs, damages, liabilities and

expenses that may be incurred by the Agent or any Bank in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, after the occurrence and during the continuation of any Event of Default, the Assignor shall retain trademark counsel acceptable to the Agent.

8.2 Assignor's Duties, etc. The Assignor shall have the right and the duty, through trademark counsel acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including without limitation the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld; provided, however, so long as no Event of Default has occurred and is continuing, the Assignor shall be permitted to abandon any filed trademark registration application, Trademark Registration or Trademark in respect of any Trademark which the Assignor reasonably determines to be of negligible economic value.

8.3 Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Bank to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this §8.3.

8.4 Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

8.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign jurisdiction, or any court, regarding the validity of any of

the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

9. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §3.2, the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five ten (10) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

10. **Collateral Protection.** If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Agent, in its own name or that of the Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

11. **Power Of Attorney.** If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and

instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Banks from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

12. **Further Assurances.** The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

13. **Termination.** At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and revest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Security Agreement.

14. **Course Of Dealing.** No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. **Expenses.** Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the

enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

16. **Overdue Amounts.** Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

17. **No Assumption Of Liability; Indemnification.**
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY BANK ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE, EXCEPT TO THE EXTENT THE AGENT OR SUCH BANK TAKES AN OUTRIGHT ASSIGNMENT THEREOF UPON FORECLOSURE OR SIMILAR REMEDY. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE BANKS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY BANK WITH RESPECT TO SUCH LIABILITIES.

18. **Notices.** All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made pursuant to §21 of the Credit Agreement.

19. **Amendment And Waiver.** This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Majority Banks) and the Assignor, except as provided in §7.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Majority Banks. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

20. **Governing Law; Consent To Jurisdiction.** THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN

ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

21. Waiver Of Jury Trial. THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (a) certifies that neither the Agent or any Bank nor any representative, agent or attorney of the Agent or any Bank has represented, expressly or otherwise, that the Agent or any Bank would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any Bank is a party, the Agent and the Banks are relying upon, among other things, the waivers and certifications contained in this §21.

22. Miscellaneous. The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Banks and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of
the day and year first above written.

ANACOMP, INC.

By: _____

Name: Linster W. Fox

Title: Senior Vice President and
Chief Financial Officer

**FLEET NATIONAL BANK f/k/a
BANKBOSTON, N.A., as Agent**

By: _____

Name:

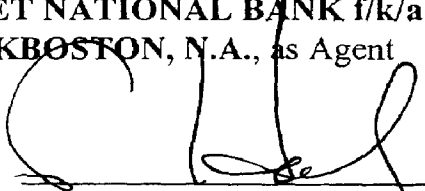
Title:

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ANACOMP, INC.

By: _____
Name:
Title:

**FLEET NATIONAL BANK f/k/a
BANKBOSTON, N.A., as Agent**

By:  _____
Name: **PETER HALL**
Title: **VICE PRESIDENT**

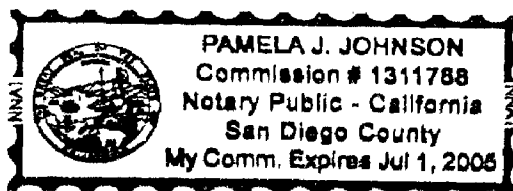
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF California)
) ss.
COUNTY OF San Diego)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 21 day of December, 2001, personally appeared Linster W. Fox to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the SVP and CFO of Anacomp, Inc., and that being duly authorized (s)he signed such instrument as a free act on behalf of Anacomp, Inc.

Pamela J. Johnson
Notary Public








My commission expires: 7/1/05























Schedule A
To
Second Amended and Restated
Trademark Collateral
Security and Pledge











Trademarks and Service Marks of Assignor












Anacomp, Inc.
Trademark Portfolio
c/m #23454-154666











Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appln. No. Filing Date	Registration Number and Date
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 ANACOMP Egypt T03439EG0 910039	9	117154 8/19/98	
 ANACOMP South Africa T03438ZA0 910123	1	9814486 8/17/98	
 ANACOMP South Africa TP3439ZA0 910124	9	9814487 8/17/98	
 ANACOMP South Africa T03440ZA0 910125	35	9814488 8/17/98	
 ANACOMP China T03438CN0 910024	1	9800096740 8/24/98	1352577 1/14/00
 ANACOMP China T03439CN0 910025	9	9800096737 8/24/98	1426373 7/28/00










Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appln. No. Filing Date	Registration Number and Date
 ANACOMP China T03440CN0 910027	35	9800096739 8/24/98	1374878 3/14/00
 ANACOMP China T03465CN0 910175	37	9800116340 10/15/98	1367285 2/21/00
 ANACOMP China T03466CN0 910176	38	9800116341 10/15/98	1372483 3/7/00
 ANACOMP China T03457CN0 910174	42	9800116339 10/15/98	1374937 3/14/00
 ANACOMP Hong Kong T03438HK0 910056	1	11160/1998 8/21/98	12203/2000 2/23/98
 ANACOMP Hong Kong T03439HK0 910057	9	11161/1998 8/21/98	12323/2000 2/23/98
 ANACOMP Hong Kong T03440HK0 910058	35	11162/1998 8/21/98	12324/2000 2/23/98
 ANACOMP India 603443IN0 910062	16	816753 8/27/98	
 ANACOMP Indonesia T03438ID0 910063	1	D98 14486 8/24/98	444695 4/19/00
 ANACOMP Indonesia T03439ID0 910064	9	D98 14487 8/24/98	444696 4/19/00











Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appln. No. Filing Date	Registration Number and Date
 ANACOMP Indonesia T03443ID0 910065	16	D98 14485 8/24/98	444694 4/19/00
 ANACOMP Indonesia T03440ID0 910066	35	J98 14489 8/24/98	444693 4/19/00
 ANACOMP Japan T03438JP0 910075	1, 9, 35	70700/98 8/21/98	
 ANACOMP Korea T03438KR0 910126	1	98-21211 8/20/98	453781 8/16/99
 ANACOMP Korea T03439KR0 910170	9	98-21212 8/20/98	479596 10/24/00
 ANACOMP Korea T03443KR0 910171	16	98-21213 8/20/98	453303 8/23/99
 ANACOMP Korea T03440KR0 910172	35	98-6616 8/20/98	56260 8/27/99
 ANACOMP Malaysia T03438MY0 910086	1	98/09752 8/20/98	
 ANACOMP Malaysia T03439MY0 910087	9	98/09751 8/20/98	
 ANACOMP Philippines T03438PH0 910109	1, 9, 35	4-1998-06317 8/21/98	











Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appln. No. Filing Date	Registration Number and Date
 ANACOMP Singapore T03438SG0 910118	1	8381/98 8/20/98	
 ANACOMP Taiwan T03438TW0 910137	1	(87)041269 8/21/98	872756 11/1/99
 ANACOMP Taiwan T03439TW0 910138	9	(87)041270 8/21/98	893034 6/1/00
 ANACOMP Taiwan T03443TW0 910139	16	(87)041274 8/21/98 Priority date 2/23/98	873691 11/1/99
 ANACOMP Taiwan T03440TW0 910140	42 per office action changed to class 42 from 35	(87)041271 8/21/98	127779 8/16/00
 ANACOMP Taiwan T04083TW0 910140	40	88/049719 11/8/99	134580 12/16/00
 ANACOMP Thailand T03438TH0 910142	1	367666 8/21/98	TM 121425 10/12/00
 ANACOMP Thailand T03439TH0 910143	9	367667 8/21/98	
 ANACOMP Thailand T03443TH0 910144	16	367668 8/21/98	TM 103408 12/13/99
 ANACOMP Thailand T03440TH0 910145	35	367669 8/21/98	SM 8944 12/13/99











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 ANACOMP Jamaica T03439JM0 910074	9	9/2250 8/20/98	33,727 10/20/99
 ANACOMP Bosnia & Herzegovina T03438BA0 910017	1, 9, 35	BAZ983065A 8/20/98	
 ANACOMP Bulgaria T03438BG0 910021	1, 9	42981 8/21/98	35460 4/21/99
 ANACOMP Bulgaria T03440BG0 910168	35, 42	42980 8/21/98	07455 4/21/99
 ANACOMP Croatia T03438HR0 910031	1, 9, 35	Z981040A 8/21/98	Z981040 1/22/99
 ANACOMP Czech Republic T03438CZ0 910033	1, 9, 16, 35	135383 8/20/98	221849 12/27/99
 ANACOMP Poland T03438PL0 910112	1, 9, 35	Z-190798 8/20/98	
 ANACOMP Romania T03438RO0 910114	1, 9, 35	51637 8/20/98	36731 8/20/98
 ANACOMP Slovenia T03438SI0 910122	1, 9, 35	Z-9871122 8/21/98	9871122 6/17/99
 ANACOMP Turkey T03438TR0 910147	1, 9	52316 8/20/98	201330 8/20/98











Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appl. No. Filing Date	Registration Number and Date
 ANACOMP Turkey T03440TR0 910148	35	98/11583 8/20/98	201384 8/20/99
 ANACOMP Austria T03438AT0 910007	1, 9, 16, 35	AM-5182/98 8/24/98	182.870 6/29/99
 ANACOMP Benelux T03438BX0 910013	1, 9, 16, 35, 42	921569 8/18/98	0640096 8/18/98
 ANACOMP CTM T03438EU0 910043	1, 9, 35	912626 8/21/98	
 ANACOMP Denmark T03438DK0 910034	1, 9, 35	03505/1998 8/19/98	665/1999 3/5/99
 ANACOMP Finland T03438FI0 910045	1, 9, 16, 35, 37, 42	982769 8/21/98	215721 10/15/99
 ANACOMP France T03438FR0 910046	1, 9, 16, 35	98/746.889 8/20/98	98/746.889 1/29/99
 ANACOMP Germany T03438DE0 910048	1, 9, 16, 35, 42	398 47 594.6/09 8/20/98	398 47 594 1/12/99
 ANACOMP Greece T03438GR0 910049	1, 9, 35	137998 8/24/98	
 ANACOMP Hungary T03438HU0 910059	1, 9, 35	M 98 03409 8/24/98	160217 3/28/00











Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appl. No. Filing Date	Registration Number and Date
 ANACOMP Ireland T03438IE0 910068	1, 9, 16, 35	98/3362 8/17/98	211622
 ANACOMP Italy T03438IT0 910072	1, 9, 35	MI98C 008295 8/21/98	
 ANACOMP Norway T03438NO0 910096	1, 9, 16, 35	98.07575 8/21/98	197133 4/23/99
 ANACOMP Portugal T03438PT0 910113	1, 9, 16, 35, 42	332156 8/19/98	332,156 3/5/99
 ANACOMP Spain T03438ES0 910127	1	2181440 8/21/98	2,181,440 44/5/99
 ANACOMP Spain T03439ES0 910128	9	2181441 8/21/98	2,181,441 8/21/98
 ANACOMP Spain T03443ES0 910129	16	2181454 8/21/98	2,181,454 8/21/98
 ANACOMP Spain T03440ES0 910130	35	2181442 8/21/98	2,181,442 8/21/98
 ANACOMP (new form of the mark with A above ANACOMP) Spain T03441ES0	42	2226062 4/08/99	2226062 1/16/00











Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appln. No. Filing Date	Registration Number and Date
 ANACOMP Sweden T03438SE0 910134	1, 9, 16,	98-06230 8/21/98	344623 2/23/01
 ANACOMP Switzerland T03438CH0 910136	1, 9, 16, 35, 42	06902/1998 8/21/98	460646 8/21/98
 ANACOMP United Kingdom T03438GB0 910153	1, 9, 35	2175462 8/21/98	2175462 11/12/99
 ANACOMP Armenia T03438AM0 910005	1,9,35	0636 8/21/98	4738 11/15/99
 ANACOMP Azerbaijan T03438AZ0 910008	1,9,35	98.4033/3 8/21/98	20000985 10/12/00
 ANACOMP Belarus T03438BY0 910012	1,9,35	19981393 8/21/98	
 ANACOMP Estonia T03438EE0 910042	1,9,35	98-01992 8/21/98	31392 6/29/00
 ANACOMP Georgia T03438GE0 910047	1,9,35	841/03 8/20/98	12433
 ANACOMP Kazakhstan T03438KZ0 910079	1,9,35	12450 8/20/98	9756 1/11/99
 ANACOMP Latvia T03438LV0 910083	1,9,35	M-98-1795 8/20/98	45961 5/20/00











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 ANACOMP Moldova T03438MD0 910092	1,9,35	008108 8/24/98	6865 8/24/08
 ANACOMP Tajikstan T03438TJ0 910141	1,9,35	98004772 8/21/98	4410 12/6/99
 ANACOMP Uzbekistan T03438UZ0 910155	1,9,35	MB GU 9800854.3 8/20/98	
 ANACOMP Bahrain T03438BH0 910009	1	1718/98 9/22/98	
 ANACOMP Bahrain T03439BH0 910010	9	1719/98 9/22/98	
 ANACOMP Bahrain T03440BH0 910011	35	1717/98 9/22/98	SM2860 5/15/00
 ANACOMP Iran T03438IR0 910067	1,9,35	7708209 11/1/98	87512 9/27/99
 ANACOMP Israel T03438IL0 910069	1	121,740 8/17/98	121,740 1/5/00
 ANACOMP Israel T03439IL0 910070	9	121,741 8/17/98	1221,741 1/5/00











Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appl. No. Filing Date	Registration Number and Date
 ANACOMP Israel T03440ILO 910071	35	121,742 8/17/98	121,742 11/4/99
 ANACOMP Jordan T03438JO0 910076	1	51215 8/22/98	51215 12/4/99
 ANACOMP Jordan T03439JO0 910077	9	51213 8/22/98	51213 12/4/99
 ANACOMP Jordan T03443JO0 910179	16	51214 8/22/98	51214 12/4/99
 ANACOMP Pakistan T03438PK0 910097	1	149589 8/20/98	
 ANACOMP Pakistan T03439PK0 910098	9	149588 8/20/98	
 ANACOMP Republic of Yemen T03438YE0 910157	1	13377 11/29/98	
 ANACOMP Republic of Yemen T03439YE0 910158	9	13378 11/29/98	
 ANACOMP Republic of Yemen T03440YE0 910159	35	13379 11/29/98	
 ANACOMP Saudi Arabia T03438SA0 910115	1	45400 8/22/98	528/13 5/14/00

Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appln. No. Filing Date	Registration Number and Date
 ANACOMP	9	45401 8/22/98	528/14 5/14/00
Saudi Arabia T03439SA0 910116			
 ANACOMP	35	45402 8/22/98	528/15 5/14/00
Saudi Arabia T3440SA0 910117			
 ANACOMP	N/A	887,667 8/18/98	
Canada T03438CA0 910022			
 ANACOMP	1	6179-98 8/20/98	112221 3/11/99
Costa Rica T03438CR0 910031			
 ANACOMP	9	6178-98 8/20/98	112222 3/11/99
Costa Rica T03439CR0 910161			
 ANACOMP	35	6177-98 8/20/98	112223 3/11/99
Costa Rica T03440CR0 910162			
 ANACOMP	1	4806-98 8/19/98	94, Book 111 7/25/00
El Salvador T03438SV0 910041			
 ANACOMP	9	4807-98 8/19/98	
El Salvador T03439SV0 910166			
 ANACOMP	35	4808-98 8/19/98	78, Book 112 7/31/00
El Salvador T03440SV0 910167			
 ANACOMP	1	6495-98 8/21/98	
Guatemala T03438GT0 910050			

Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appln. No. Filing Date	Registration Number and Date
 ANACOMP Guatemala T03439GT0 910051	9	6498-98 8/21/98	
 ANACOMP Guatemala T03440GT0 910052	35	6493-98 8/21/98	105,935 8/21/00
 ANACOMP Honduras T03438HN0 910053	1	10232/98 8/19/98	75147 8/31/99
 ANACOMP Honduras T03439HN0 910054	9	10225/98 8/19/98	73808 4/8/99
 ANACOMP Honduras T03440HN0 910055	35	10224/98 8/19/98	5470 11/9/99
 ANACOMP Mexico T03438MX0 910089	1	344787 8/24/98	670688 8/31/00
 ANACOMP Mexico T03439MX0 910090	9	344785 8/24/98	654201 5/19/00
 ANACOMP Mexico T03440MX0 910091	35	344786 8/24/98	595013 11/30/98
 ANACOMP Panama T03438PA0 910100	1	095744 8/25/98	95744 8/25/98
 ANACOMP Panama T03439PA0 910101	9	095742 8/25/98	95742 8/25/98

Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appln. No. Filing Date	Registration Number and Date
 ANACOMP	35	095743 8/25/98	95743 8/25/98
Panama T03440PA0 910102			
 ANACOMP	1, 9, 35, 40	770509 8/17/98	770509 9/3/99
Australia T03438AU0 910006			
 ANACOMP	1	296682 8/17/98	296682 2/23/98
New Zealand T03438NZ0 910093			
 ANACOMP	9	296683 8/17/98	296683 2/23/98
New Zealand T03439NZ0 910094			
 ANACOMP	35	296684 8/17/98	296684 2/23/98
New Zealand T03440NZ0 910095			
 ANACOMP	1	2170587 8/20/98	1,762,230 11/16/99
Argentina T03438AR0 910001			
 ANACOMP	9	2170586 8/20/98	1,762,232 11/16/99
Argentina T03439AR0 910002			
 ANACOMP	35	2170585 8/20/98	1,762,233 11/16/99
Argentina T03440AR0 910003			
 ANACOMP	1	11472 8/21/98	76494-C 12/14/99
Bolivia T03438BO0 910014			
 ANACOMP	9	11471 8/21/98	76496-C 12/14/99
Bolivia T03439BO0 910015			

Mark Country GCWF Docket # GCWF Matter #	Int'l Class	Appln. No. Filing Date	Registration Number and Date
 ANACOMP	35	11473 8/21/98	76495-C 12/14/99
Bolivia T03440BO0 910016			
 ANACOMP	1	424851 8/21/98	532.709 1/20/99
Chile T03438CL0 910023			
 ANACOMP	9	424850 8/21/98	537.710 1/20/99
Chile T03439CL0 910163			
 ANACOMP	1	98-047992 8/21/98	217967 4/21/99
Colombia T03438CO0 910028			
 ANACOMP	9	98-047993 8/21/98	
Colombia T03439CO0 910029			
 ANACOMP	35	98-047995 8/21/98	218015 4/21/99
Colombia T03440CO0 910030			
 ANACOMP	1	90273 8/19/98	1438-00 3/17/00
Ecuador T03438EC0 910035			
 ANACOMP	9	90274 8/19/98	1506-00 3/27/00
Ecuador T03439EC0 910036			
 ANACOMP	35	90272 8/19/98	516-00 3/20/00
Ecuador T03440EC0 910037			
 ANACOMP	1	18755 8/19/98	217059 9/2/99
Paraguay T03438PY0 910103			

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 ANACOMP Paraguay T03439PYO 910104	9	18753 8/19/98	217057 9/2/99
 ANACOMP Paraguay T03440PYO 910105	35	18754 8/19/98	217058 9/2/99
 ANACOMP Peru T03438PEO 910106	1	068800 8/21/98	50723 11/30/98
 ANACOMP Peru T03439PEO 910107	9	068802 8/21/98	52024 1/28/99
 ANACOMP Peru T03440PEO 910108	35	068801 8/21/98	16640 12/31/98
 ANACOMP Peru T03457PEO 910173	42	71687 10/7/98	16627 12/31/98
 ANACOMP Uruguay T03438UYO 910154	1, 9, 35	306.505 8/21/98	306.505 10/16/98
 ANACOMP Venezuela T03438VEO 910156	1	015719 8/23/98	
 ANACOMP Venezuela T03439VEO 910177	9	015721 8/23/98	
 ANACOMP Venezuela T03440VEO 910178	35	015720 8/23/98	

ANACOMP, INC.
TRADEMARK STATUS CHART
c/m #23454-150544

Country MARK GCWF Docket #	Appln. No. Filing Date	International Class	Registration Number and Date
DATAGRAPHIX T03669AR0		9	1229033 2/17/98
AUSTRALIA			
ANACOMP T03658AU0		9	A526361 1/3/97
ANACOMP T03661AU0		37	A526363 1/3/97
DATAGRAPHIX T03669AU0		9	B275934 2/5/95
DATAGRAPHIX T03677AU0		9	A533390 4/30/97
DATAGRAPHIX XFP 2000 T03598AU0		9	A548089 12/24/97
XIDEX T03734AU0		9	A432121 8/22/92
XIDEX T03770AU0		42	A432122 8/22/92
AUSTRIA			
DATAGRAPHIX XFP 2000 T03598AT0		1, 9	142109 5/21/92
BENELUX			
ANACOMP T03657BX0		1, 2, 9, 16, 35,	447883 3/22/98
DATAGRAPHIX T03669BX0		7, 9, 16	110471 12/31/90
DATAGRAPHIX XFP 2000 T03598BX0		9	491054 12/21/90
XFP 2000 T03605BX0		9	490844 12/21/90
BRAZIL			
ANACOMP T03658BR0		9.45, 9.55	815496478 1/28/92
ANACOMP T03661BR0		37.44, 37.45	815496486 3/17/92
DATAGRAPHIX XFP 2000 T03598BR0		9.40, 9.55, 9.80	816029229 5/26/92
XFP 2000 T03605BR0		9.40, 9.55, 9.80	816029210 5/26/92

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XIDEX STYLIZED T03772BR0		9.45	810058995 3/1/93
XIDEX STYLIZED T03773BR0		9.40, 9.45, 9.80	811865002 7/15/96
XIDEX PRECISION T03778BR0		9.40, 9.55	816049890 12/5/95
<u>CANADA</u>			
ALVA T03593CA0		N/A	500852 9/17/98
ANACOMP T03657CA0		N/A	368518 5/11/90
DATAGRAPHIX T03669CA0			226525 3/10/93
DATAGRAPHIX XFP 2000 T03598CA0		N/A	395289 3/6/92
PRECISION STYLIZED		N/A	447294 9/8/95
XIDEX T03734CA0		N/A	433154 9/9/94
XIDEX STYLIZED T03772CA0		N/A	494340 5/11/98
XIDEX STYLIZED T03773CA0		N/A	245409 5/23/95
<u>CHILE</u>			
AUTOCOM T03665CL0		9	415801 11/4/93
DATAGRAPHIX T03669CL0		9	401755 2/10/93
<u>CHINA</u>			
DATAGRAPHIX T03669CN0		9	184914 7/5/93
XIDEX T03771CN0	970080789 8/4/97	1	
<u>COLOMBIA</u>			
ALVA T03596CO0	960067444 12/24/96		212198 8/31/98
<u>COMMUNITY TRADEMARK</u>			
ENVIRX T03603EU0		1	542050 5/16/97
LASER-XP T03722EU0	590471 7/21/97	1	
<u>CZECH REPUBLIC</u>			
ENVIRX T03603CZ0		1	212732 5/22/97

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<u>DENMARK</u>			
ANACOMP		9, 37	1864/1991
T03657DK0			3/29/91
DATAGRAPHIX		9, 16	1187/1977
T03669DK0			3/25/97
DATAGRAPHIX XFP 2000		9	VR 08.228/1992
T03598DK0			9/4/92
<u>FINLAND</u>			
ANACOMP		9, 37	126390
T03657FI0			5/21/93
DATAGRAPHIX XFP 2000		9	127783
T03598FI0			9/6/93
<u>FRANCE</u>			
ANACOMP		1, 2, 9, 16, 35,	1458143
T03657FR0			3/30/98
DATAGRAPHIX		7, 9, 16, 42	1597844
T03669FR0			6/19/90
DATAGRAPHIX XFP 2000		9	1637311
T03598FR0			1/8/91
MICRON			1206331
T03726FR0			6/10/92
PRECISION XIDEX			1226225
T03769FR0			2/1/93
XFP 2000		9	1637314
T03605FR0			1/8/91
<u>GERMANY</u>			
ANACOMP		1, 9, 16, 35	1136631
T03657DE0			4/1/98
DATAGRAPHIX		7, 9, 16, 35	1157507
T03669DE0			4/17/90
DATAGRAPHIX XFP 2000		9	2009981
T03598DE0			2/24/92
PRECISION XIDEX		9	1123901
T03769DE0			6/27/88
TOTAL MEMORY (Stylized)		9	2912221
T03604DE0			10/24/95
XIDEX and Device		1	1021795
T03776DE0			7/24/90
<u>GREECE</u>			
DATAGRAPHIX		9	63487
T03669GR0			5/2/89

Country MARK GCWF Docket #	Appl. No. Filing Date	International Class	Registration Number and Date
DATAGRAPHIX XFP 2000		9	102413 1/14/91
T03598GR0			
XFP 2000		9	102412 1/14/91
T03605GR0			
<u>HONG KONG</u>			
DragonCOM and Dragon Device	11214/97 8/6/97	9	12314/1998 8/6/97
T03600CN0 910262			
<u>HUNGARY</u>			
ENVIRX		1	150955 5/28/97
T03603HU0			
<u>IRELAND</u>			
ANACOMP		9	136197 1/5/97
T03658IE0			
DATAGRAPHIX		9	8136792 10/31/96
T03669IE0			
DATAGRAPHIX XFP 2000		9	8143378 1/4/98
T03598IE0			
<u>ISRAEL</u>			
DATAGRAPHIX		9	42865 9/6/97
T03669IL0			
<u>ITALY</u>			
ARIS		9	458369 12/9/86
T03666IT0			
DATAGRAPHIX		7, 9, 16, 35	601057 7/13/93
T03669IT0			
DATAGRAPHIX XFP 2000		9	611495 12/14/93
T05981IT0			
XFP 2000		9	611494 12/14/93
T03605IT0			
<u>JAPAN</u>			
ANACOMP		10	2448502 8/31/92
T03663JP0			
ANACOMP		11	2551192 6/30/93
T03664JP0			
DATAGRAPHIX		9	994354 1/20/73
T03669JP0			
DATAGRAPHIX		11	1380543 6/29/79
T03671JP0			
DATAGRAPHIX XFP 2000		10	2701421 12/22/94
T03678JP0			

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DATAGRAPHIX XFP 2000		11	2661433 5/31/94
T03679JP0			
XFP 2000		10	2695426 9/30/94
T03605JP0			
XFP 2000		11	2621631 2/28/94
T03606JP0			
XIDEX		1	4084012 11/21/97
T03771JP0			
XIDEX		9	4014552 6/20/97
T03734JP0			
XIDEX STYLIZED in Red and Black		10	1787827 7/29/95
T03774JP0			
<u>KOREA</u>			
DATAGRAPHIX		39	147530 11/21/97
T03672KR0			
DragonCOM and Dragon Device		39	413980 7/31/98
T03600KR0			
<u>MEXICO</u>			
ALVA	284528	9	558682 9/24/97
T03593MX0	1/17/97		
910255			
DATAGRAPHIX		9	202768 11/17/76
T03669MX0			
DATAGRAPHIX XFP 2000		9	477093 3/13/92
T03679MX0			
ENVIRX		1	561373 8/27/97
T03603MX0			
XFP 2000		9	420015 3/13/92
T03605MX0			
XIDEX		9	505452 4/21/93
T03734MX0			
<u>NEW ZEALAND</u>			
DATAGRAPHIX XFP 2000		9	215884 1/30/92
T03598NZ0			
<u>NORWAY</u>			
ANACOMP		9, 37	156989 6/10/93
T03657NO0			
DATAGRAPHIX		9, 16	108056 4/15/91
T03669NO0			
DATAGRAPHIX XFP 2000		9	158874 10/18/93
T03598NO0			

Country MARK GCWF Docket #	Appln. No. Filing Date	International Class	Registration Number and Date
ENVIRX T03603NO0		1	188405 2/12/98
<u>PHILIPPINES</u>			
ANACOMP T03658PH0		9	60808 6/20/95
ANACOMP T03609PH0 910181	83606-PN 11/27/92	35, 37	
<u>POLAND</u>			
ENVIRX T03603PL0 910270	Z-174207 6/3/97	1	R-120755 11/27/00
<u>PORTUGAL</u>			
ANACOMP T03658PT0		9	261476 8/10/92
ANACOMP T03661PT0		37	261477 8/10/92
DATAGRAPHIX T03669PT0		9	200929 Z 6/2/86
DATAGRAPHIX XFP T03598PT0		9	270697 2/4/93
XFP 2000 T03605PT0		9	270698 2/4/93
<u>PUERTO RICO</u>			
ALVA T03593PR0		9	39704 2/19/97
ALVA T03596PR0		35	39703 2/19/97
<u>SINGAPORE</u>			
DATAGRAPHIX T03669SG0		9	S/78452 12/11/85
<u>SLOVENIA</u>			
DATAGRAPHIX T03669SIO		9	24831 10/8/86
<u>SOUTH AFRICA</u>			
DATAGRAPHIX T03669ZA0		9	B76/5166 10/12/76
DATAGRAPHIX T03679ZA0		16	B76/5167 10/12/76
XIDEX T03734ZA0		9	86/5063 8/4/86
<u>SPAIN</u>			
ANACOMP T03661ES0		37	1261906 11/16/89
ANACOMP T03662ES0		42	1261907 4/2/91

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DATAGRAPHIX		9	826718
T03669ES0			10/11/77
DATAGRAPHIX		9	1616895
XFP 2000			2/11/91
T03598ES0			
XFP 2000		9	1616894
T03605ES0			2/11/91
<u>SWEDEN</u>			
ANACOMP		9	253665
T03658SE0			12/3/93
DATAGRAPHIX		9, 16, 35, 42	136555
T03669SE0			9/17/91
DATAGRAPHIX XFP		9	246337
2000			2/5/93
T03598SE0			
TOTAL MEMORY		9	303458
(Stylized)			7/21/95
T03604SE0			
<u>SWITZERLAND</u>			
DATAGRAPHIX		9, 16	388684
(Stylized)			10/21/91
T03669CH0			
DATAGRAPHIX XFP		9	398222
2000 (Stylized)			11/18/92
T03598CH0			
ENVIRX		1	447890
T03603CH0			7/17/97
PRECISION XIDEX		9	324479
T03769CH0			6/29/83
<u>TAIWAN</u>			
DragonCOM and	(86) 42996	9	896993
Dragon Device	8/20/97		7/16/00
T03600TW0			
910267			
<u>TURKEY</u>			
ENVIRX	97/7768	1	186649
T036603TR0	6/4/97		6/4/97
910271			
<u>UNITED KINGDOM</u>			
ANACOMP		1	1339053
T03657GB0			3/21/95
ANACOMP		9	1339054
T03658GB0			3/21/95
ANACOMP		16	1339055
T03659GB0			3/21/95
ANACOMP		35	1375892
T03660GB0			3/1/96

Country MARK GCWF Docket #	Appln. No. Filing Date	International Class	Registration Number and Date
DATAGRAPHIX T03669GB0		9	1024336 1/31/95
DATAGRAPHIX T03673GB0		35	1336186 2/22/95
DATAGRAPHIX T03674GB0		37	1336187 2/22/95
DATAGRAPHIX T03675GB0		41	1336188 2/22/95
DATAGRAPHIX T03676GB0		42	1336189 2/22/95
DATAGRAPHIX XFP 2000 T03598GB0		9	A1451522 12/21/97
MICRON T03726GB0		9	1171219 3/11/89
UNITED STATES			
A LOGO T03681US0 United States	75/439,206 2/23/98	1, 9, 35, 38, 39, 40, 42	2,438,854 3/27/01
ALVA AND DEVICE T02242US0 United States	75/046,357 1/22/96	9	2,188,118 9/8/98
ANACOMP and A LOGO T03438US0 United States	75/439,205 2/23/98	1, 9, 35, 38, 39, 40, 42	2,451,295 5/15/01
ANACOMP and A LOGO (new) T04271US0 United States	76/074,339 6/20/00	35	
ANACOMP T03658US0 United States	73/443,044 9/9/93	9	1,324,169 3/12/85
ANACOMP T03660US0 United States	73/443,048 9/9/83	35	1,329,987 4/9/85
ANAFIND T03682US0 United States		9	1,914,652 8/29/95
ANASTACK T03683US0 United States	74/187,709 7/23/91	9	1,711,329 9/1/92
ANATRIEVE T03686US0 United States		9	1,736,333 12/1/92

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ANY WAY YOU WANT IT. THAT'S THE WAY YOU GET IT T04099US0	75/896,919 1/14/00		
United States			
AUTOCOM Stylized T03665US0		9	1,121,757 7/10/79
United States			
AUTOEXCEL T03687US0		1	1,931,557 10/31/95
United States			
CM T03693US0		9	1,282,290 6/19/84
United States			
DATAGRAPHIX T03697US1		26	1,005,361 10/13/95
California			
DATAGRAPHIX T03699US0		21	945,127 10/17/92
United States			
DATAGRAPHIX T03697US0		26	924217 11/23/91
United States			
DATAGRAPHIX Stylized T03698US0		26	924,216 11/23/91
United States			
DATAGRAPHIX XFP 2000 T03598US0		9	1,660,314 10/8/91
United States			
DISCADDY & DESIGN T03702US0		9	1,220,645 12/21/82
United States			
DOC HARBOR T03703US0	75/884,881 12/30/99	9	
United States			
DRAGONCOM (Stylized) T03703US0	75/332,574 7/29/97	9	2,214,132 12/29/98
United States			
ENVIRX (Stylized) T03602US0		1	2,048,162 3/25/97
United States			
IDP1600 T03909US0	75/767,407 8/4/99	9	
United States			
900019			

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INFOLIFE T4071US0 United States 900021	75/839,128 11/2/99	9	2,549,260 6/12/01
LASER-XP T03722US0 United States	75/322,139 7/10/97	1	2,305,117 1/4/00
LASERPOS T03723US0 United States	74/027,954 2/12/90	1	1,628,864 12/25/90
LASERWRITER T03724US0 United States		1	1,885,738 3/28/95
MICRON T03726US0 United States		9	1,258,341 11/23/83
THE PLACE WHERE E-DOCUMENTS WORK United States	76/019,418 4/6/00		
TOOL CHEST T03730US0 United States		9	1,532,762 4/4/89
XCF T03732US0 United States	75/322,138 7/10/97	9	2,284,456 10/12/99
XFP 2000 T03733US0 United States		9	1,662,935 10/29/91
XIDEX T03734US0 United States		9	1,246,923 8/2/83
XIDEX T03735US0 United States		26	945,199 10/17/72
<u>VENEZUELA</u>			
ALVA T03593VE0 910258	714-97 1/17/97	9	
ALVA T03596VE0	713/97 1/17/97	35	
DATAGRAPHIX XFP 2000 T03598VE0 910260	13109/92 6/23/92	9 (formerly Class 26)	
DATAGRAPHIX XFP 2000 T03599VE0 910261	13111/92 6/23/92	9 (formerly Class 24)	

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XFP 2000 T03605VE0 910273	13110/92 6/23/92	9 (formerly Class 26)	
XFP 2000 T03606VE0 910274	13112/92 6/23/92	9 (formerly Class 24)	

EXHIBIT 1

FORM OF **AMENDED AND RESTATED** **ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS**

This AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (the "Assignment"), dated _____, _____ by and between ANACOMP, INC., a corporation organized and existing under the laws of the State of Indiana, having a place of business at 12365 Crosthwaite Circle, Poway, California 92064 (the "Assignor") and _____, a(n) _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee").

WHEREAS, the Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to all trademarks and service marks and the pending registration applications for such trademarks and service marks (collectively, the "Marks") identified on the Annex hereto.

WHEREAS, the Assignor, FLEET NATIONAL BANK, f/k/a BankBoston, N.A., a national banking association, as agent (hereinafter, in such capacity, the "Agent") for itself and the other banking institutions (hereinafter, collectively, the "Banks") entered into a Revolving Credit Agreement dated as of June 15, 1998, as amended by that First Amendment to Revolving Credit Agreement dated as of September 21, 1998, that Second Amendment to Revolving Credit Agreement dated as of February 18, 1999, that Third Amendment to Revolving Credit Agreement dated as of June 18, 1999, that Fourth Amendment to Revolving Credit Agreement dated as of July 26, 1999, and the Forbearance and Standstill Agreement dated as of November 15, 2000 (as amended, restated, supplemented or otherwise modified, the "Forbearance Agreement"), and as further amended, restated, supplemented or otherwise modified (collectively, the "Original Credit Agreement");

WHEREAS, the Assignor, the Agent and the Banks are restructuring the "Obligations" outstanding under the Original Credit Agreement pursuant to the terms of the Amended and Restated Credit Agreement and Restructure of Obligations dated as of December 31, 2001 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), among the Assignor, the other banking institutions (hereinafter, collectively the "Banks") which are, or may in the future become parties to the Credit Agreement and the Agent;

WHEREAS, in connection with the foregoing, the Original Credit Agreement is concurrently being amended and restated in its entirety pursuant to the Credit Agreement;

WHEREAS, the Banks are willing to make Revolving Credit Loans and extend Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Assignor shall have executed and delivered to the Agent, for the benefit of the Banks, an Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively referred to as the "Security Agreement") pursuant to which the Assignor has granted to the Agent, for the benefit of the Banks and the Agent, a security interest in certain of the Assignor's personal property and fixture assets, including, without limitation, trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Credit Agreement, the Assignor is required to execute and deliver to the Agent, for the benefit of the Banks and the Agent, this Assignment;

WHEREAS, the Assignor desires to continue to secure all of its Obligations under the Credit Agreement and the other Loan Documents by assigning, and reassigning, as appropriate, to the Agent, for the benefit of the Banks and the Agent, the Marks;

WHEREAS, it is a condition precedent to the Banks' making any Revolving Credit Loans or extending Letters of Credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to the Agent, for the benefit of the Banks and the Agent, this trademark assignment in substantially the form hereof; and

WHEREAS, this Assignment is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, reassign, sell, resell, transfer and retransfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks in the United States and all foreign countries, including any renewals and extensions of registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, (b) all the goodwill symbolized by and associated with the Marks and the registrations thereof, and (c) all income, royalties or payments due or payable with respect to the Marks as of the date hereof and hereafter, including without limitation, the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

AND, Assignor hereby represents and warrants that it is the owner of the Marks, has never granted any rights to the Marks to any person or entity prior to the date hereof

and that the Assignor has all of the rights associated with the Marks to the fullest extent permitted by law.

This Assignment of Trademarks and Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks below.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment as of the day and year first written above.

ANACOMP, INC., an Indiana corporation

By: _____

Name:

Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, ____.

[INSERT NAME OF ASSIGNEE]

By: _____

Name:

Title:

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF)
) ss.
COUNTY OF)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of _____, _____, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the _____ of Anacomp, Inc., and that being duly authorized (s)he signed such instrument as a free act on behalf of Anacomp, Inc.








Notary Public

My commission expires:

Schedule A
To
Second Amended and Restated
Trademark Collateral
Security and Pledge

Trademarks and Service Marks of Assignor

Anacomp, Inc.
Trademark Portfolio
c/m #23454-154666

Mark Country	Int'l Class	Appl. No. Filing Date	Registration Number and Date
 ANACOMP Egypt T03438EG0 910038	1	117153 8/19/98	
 ANACOMP Egypt T03439EG0 910039	9	117154 8/19/98	
 ANACOMP South Africa T03438ZA0 910123	1	9814486 8/17/98	
 ANACOMP South Africa TP3439ZA0 910124	9	9814487 8/17/98	
 ANACOMP South Africa T03440ZA0 910125	35	9814488 8/17/98	
 ANACOMP China T03438CN0 910024	1	9800096740 8/24/98	1352577 1/14/00
 ANACOMP China T03439CN0 910025	9	9800096737 8/24/98	1426373 7/28/00

Mark	Int'l. Class	Appln. No.	Registration Number
Country	Class	Appln. No.	Registration Number

 ANACOMP	35	9800096739	1374878
China		8/24/98	3/14/00
T03440CN0			
910027			

 ANACOMP	37	9800116340	1367285
China		10/15/98	2/21/00
T03465CN0			
910175			


 ANACOMP	38	9800116341	1372483
China		10/15/98	3/7/00
T03466CN0			
910176			

 ANACOMP	42	9800116339	1374937
China		10/15/98	3/14/00
T03457CN0			
910174			

 ANACOMP	1	11160/1998	12203/2000
Hong Kong		8/21/98	2/23/98
T03438HK0			
910056			

 ANACOMP	9	11161/1998	12323/2000
Hong Kong		8/21/98	2/23/98
T03439HK0			
910057			

 ANACOMP	35	11162/1998	12324/2000
Hong Kong		8/21/98	2/23/98
T03440HK0			
910058			

 ANACOMP	16	816753	
India		8/27/98	
603443IN0			
910062			

 ANACOMP	1	D98 14486	444695
Indonesia		8/24/98	4/19/00
T03438ID0			
910063			

 ANACOMP	9	D98 14487	444696
Indonesia		8/24/98	4/19/00
T03439ID0			
910064			


Mark	Int'l Class	Appln. No.	Registration Number
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 ANACOMP	16	D98 14485	444694
		8/24/98	4/19/00

Indonesia
T03443ID0
910065

 ANACOMP	35	J98 14489	444693
		8/24/98	4/19/00

Indonesia
T03440ID0
910066

 ANACOMP	1, 9, 35	70700/98	
		8/21/98	

Japan
T03438JP0
910075

 ANACOMP	1	98-21211	453781
		8/20/98	8/16/99


Korea
T03438KR0
910126

 ANACOMP	9	98-21212	479596
		8/20/98	10/24/00


Korea
T03439KR0
910170

 ANACOMP	16	98-21213	453303
		8/20/98	8/23/99


Korea
T03443KR0
910171

 ANACOMP	35	98-6616	56260
		8/20/98	8/27/99


Korea
T03440KR0
910172

 ANACOMP	1	98/09752	
		8/20/98	

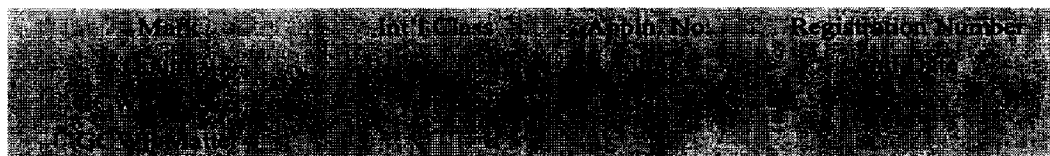
Malaysia
T03438MY0
910086











 ANACOMP	9	98/09751	
		8/20/98	

Malaysia
T03439MY0
910087

 ANACOMP	1, 9, 35	4-1998-06317	
		8/21/98	

Philippines
T03438PH0
910109













Mark	Class	Appl. No.	Registration Number
 ANACOMP	1	8381/98	
Singapore		8/20/98	
T03438SG0			
910118			
 ANACOMP	1	(87)041269	872756
Taiwan		8/21/98	11/1/99
T03438TW0			
910137			
 ANACOMP	9	(87)041270	893034
Taiwan		8/21/98	6/1/00
T03439TW0			
910138			
 ANACOMP	16	(87)041274	873691
Taiwan		8/21/98	11/1/99
T03443TW0			
910139		Priority date 2/23/98	
 ANACOMP	42	(87)041271	127779
Taiwan	per office action changed to class 42 from 35	8/21/98	8/16/00
T03440TW0			
910140			
 ANACOMP	40	88/049719	134580
Taiwan		11/8/99	12/16/00
T04083TW0			
910140			
 ANACOMP	1	367666	TM 121425
Thailand		8/21/98	10/12/00
T03438TH0			
910142			
 ANACOMP	9	367667	
Thailand		8/21/98	
T03439TH0			
910143			
 ANACOMP	16	367668	TM 103408
Thailand		8/21/98	12/13/99
T03443TH0			
910144			
 ANACOMP	35	367669	SM 8944
Thailand		8/21/98	12/13/99
T03440TH0			
910145			










Mark	Int'l Class	Appl. No.	Registration Number
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ANACOMP	1	1/1049	34,692
Jamaica		8/20/98	2/1/00
T03438JM0			
910073			
ANACOMP	9	9/2250	33,727
Jamaica		8/20/98	
T03439JM0			10/20/99
910074			
ANACOMP	1, 9, 35	BAZ983065A	
Bosnia & Herzegovina		8/20/98	
T03438BA0			
910017			
ANACOMP	1, 9	42981	35460
Bulgaria		8/21/98	4/21/99
T03438BG0			
910021			
ANACOMP	35, 42	42980	07455
Bulgaria		8/21/98	4/21/99
T03440BG0			
910168			
ANACOMP	1, 9, 35	Z981040A	Z981040
Croatia		8/21/98	1/22/99
T03438HR0			
910031			
ANACOMP	1, 9, 16, 35	135383	221849
Czech Republic		8/20/98	12/27/99
T03438CZ0			
910033			
ANACOMP	1, 9, 35	Z-190798	
Poland		8/20/98	
T03438PL0			
910112			
ANACOMP	1, 9, 35	51637	36731
Romania		8/20/98	8/20/98
T03438RO0			
910114			
ANACOMP	1, 9, 35	Z-9871122	9871122
Slovenia		8/21/98	6/17/99
T03438SI0			
910122			
ANACOMP	1, 9	52316	201330
Turkey		8/20/98	8/20/98
T03438TR0			
910147			











Mark	Int'l Class	Appl. No.	Registration Number
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 ANACOMP	35	98/11583	201384
Turkey		8/20/98	8/20/99
T03440TR0			
910148			
 ANACOMP	1, 9, 16, 35	AM-5182/98	182.870
Austria		8/24/98	6/29/99
T03438AT0			
910007			
 ANACOMP	1, 9, 16, 35, 42	921569	0640096
Benelux		8/18/98	8/18/98
T03438BX0			
910013			
 ANACOMP	1, 9, 35	912626	
CTM		8/21/98	
T03438EU0			
910043			
 ANACOMP	1, 9, 35	03505/1998	665/1999
Denmark		8/19/98	3/5/99
T03438DK0			
910034			
 ANACOMP	1, 9, 16, 35, 37, 42	982769	215721
Finland		8/21/98	10/15/99
T03438FI0			
910045			
 ANACOMP	1, 9, 16, 35	98/746.889	98/746.889
France		8/20/98	1/29/99
T03438FR0			
910046			
 ANACOMP	1, 9, 16, 35, 42	398 47 594.6/09	398 47 594
Germany		8/20/98	1/12/99
T03438DE0			
910048			
 ANACOMP	1, 9, 35	137998	
Greece		8/24/98	
T03438GR0			
910049			
 ANACOMP	1, 9, 35	M 98 03409	160217
Hungary		8/24/98	3/28/00
T03438HU0			
910059			











Mark	Int. Class	Appl. No.	Registration Number
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 ANACOMP	1, 9, 16, 35	98/3362 8/17/98	211622
Ireland T03438IE0 910068			
 ANACOMP	1, 9, 35	M198C 008295 8/21/98	
Italy T03438IT0 910072			
 ANACOMP	1, 9, 16, 35	98.07575 8/21/98	197133 4/23/99
Norway T03438NO0 910096			
 ANACOMP	1, 9, 16, 35, 42	332156 8/19/98	332,156 3/5/99
Portugal T03438PT0 910113			
 ANACOMP	1	2181440 8/21/98	2,181,440 44/5/99
Spain T03438ES0 910127			
 ANACOMP	9	2181441 8/21/98	2,181,441 8/21/98
Spain T03439ES0 910128			
 ANACOMP	16	2181454 8/21/98	2,181,454 8/21/98
Spain T03443ES0 910129			
 ANACOMP	35	2181442 8/21/98	2,181,442 8/21/98
Spain T03440ES0 910130			
 ANACOMP	42	2226062 4/08/99	2226062 1/16/00
(new form of the mark with A above ANACOMP) Spain T03441ES0			

Mark	Int'l Class	Appl. No.	Registration Number
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 ANACOMP	1, 9, 16,	98-06230	344623
Sweden		8/21/98	2/23/01
T03438SE0			
910134			
 ANACOMP	1, 9, 16, 35, 42	06902/1998	460646
Switzerland		8/21/98	8/21/98
T03438CH0			
910136			
 ANACOMP	1, 9, 35	2175462	2175462
United Kingdom		8/21/98	11/12/99
T03438GB0			
910153			
 ANACOMP	1,9,35	0636	4738
Armenia		8/21/98	11/15/99
T03438AM0			
910005			
 ANACOMP	1,9,35	98.4033/3	20000985
Azerbaijan		8/21/98	10/12/00
T03438AZ0			
910008			
 ANACOMP	1,9,35	19981393	
Belarus		8/21/98	
T03438BY0			
910012			
 ANACOMP	1,9,35	98-01992	31392
Estonia		8/21/98	6/29/00
T03438EE0			
910042			
 ANACOMP	1,9,35	841/03	12433
Georgia		8/20/98	
T03438GE0			
910047			
 ANACOMP	1,9,35	12450	9756
Kazakhstan		8/20/98	1/11/99
T03438KZ0			
910079			
 ANACOMP	1,9,35	M-98-1795	45961
Latvia		8/20/98	5/20/00
T03438LV0			
910083			











Mark	Int'l Class	Appl. No.	Registration Number
Country		Appl. No.	Reg. No.
Goods and Services			
Download			

 ANACOMP	1,9,35	98-2849	40545
Lithuania		8/20/98	11/06/00
T03438LT0			
910084			
 ANACOMP	1,9,35	008108	6865
Moldova		8/24/98	8/24/08
T03438MD0			
910092			
 ANACOMP	1,9,35	98004772	4410
Tajikistan		8/21/98	12/6/99
T03438TJ0			
910141			
 ANACOMP	1,9,35	MB GU 9800854.3	
Uzbekistan		8/20/98	
T03438UZ0			
910155			
 ANACOMP	1	1718/98	
Bahrain		9/22/98	
T03438BH0			
910009			
 ANACOMP	9	1719/98	
Bahrain		9/22/98	
T03439BH0			
910010			
 ANACOMP	35	1717/98	SM2860
Bahrain		9/22/98	5/15/00
T03440BH0			
910011			
 ANACOMP	1,9,35	7708209	87512
Iran		11/1/98	9/27/99
T03438IR0			
910067			
 ANACOMP	1	121,740	121,740
Israel		8/17/98	1/5/00
T03438IL0			
910069			
 ANACOMP	9.	121,741	1221,741
Israel		8/17/98	1/5/00
T03439IL0			
910070			











Mark	Int'l Class	Appl. No.	Registration Number
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ANACOMP	35	121,742	121,742
Israel		8/17/98	11/4/99
T03440ILO			
910071			
ANACOMP	1	51215	51215
Jordan		8/22/98	12/4/99
T03438JO0			
910076			
ANACOMP	9	51213	51213
Jordan		8/22/98	12/4/99
T03439JO0			
910077			
ANACOMP	16	51214	51214
Jordan		8/22/98	12/4/99
T03443JO0			
910179			
ANACOMP	1	149589	
Pakistan		8/20/98	
T03438PK0			
910097			
ANACOMP	9	149588	
Pakistan		8/20/98	
T03439PK0			
910098			
ANACOMP	1	13377	
Republic of Yemen		11/29/98	
T03438YE0			
910157			
ANACOMP	9	13378	
Republic of Yemen		11/29/98	
T03439YE0			
910158			
ANACOMP	35	13379	
Republic of Yemen		11/29/98	
T03440YE0			
910159			
ANACOMP	1	45400	528/13
Saudi Arabia		8/22/98	5/14/00
T03438SA0			
910115			

Mark	Class	Aboln. No.	Publication Number
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 ANACOMP	9	45401 8/22/98	528/14 5/14/00
Saudi Arabia T03439SA0 910116			
 ANACOMP	35	45402 8/22/98	528/15 5/14/00
Saudi Arabia T3440SA0 910117			
 ANACOMP	N/A	887,667 8/18/98	
Canada T03438CA0 910022			
 ANACOMP	1	6179-98 8/20/98	112221 3/11/99
Costa Rica T03438CR0 910031			
 ANACOMP	9	6178-98 8/20/98	112222 3/11/99
Costa Rica T03439CR0 910161			
 ANACOMP	35	6177-98 8/20/98	112223 3/11/99
Costa Rica T03440CR0 910162			
 ANACOMP	1	4806-98 8/19/98	94, Book 111 7/25/00
El Salvador T03438SV0 910041			
 ANACOMP	9	4807-98 8/19/98	
El Salvador T03439SV0 910166			
 ANACOMP	35	4808-98 8/19/98	78, Book 112 7/31/00
El Salvador T03440SV0 910167			
 ANACOMP	1	6495-98 8/21/98	
Guatemala T03438GT0 910050			

Mark	Reel Class	Appl. No.	Registration Number
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 ANACOMP Guatemala T03439GT0 910051	9	6498-98 8/21/98	
 ANACOMP Guatemala T03440GT0 910052	35	6493-98 8/21/98	105,935 8/21/00
 ANACOMP Honduras T03438HN0 910053	1	10232/98 8/19/98	75147 8/31/99
 ANACOMP Honduras T03439HN0 910054	9	10225/98 8/19/98	73808 4/8/99
 ANACOMP Honduras T03440HN0 910055	35	10224/98 8/19/98	5470 11/9/99
 ANACOMP Mexico T03438MX0 910089	1	344787 8/24/98	670688 8/31/00
 ANACOMP Mexico T03439MX0 910090	9	344785 8/24/98	654201 5/19/00
 ANACOMP Mexico T03440MX0 910091	35	344786 8/24/98	595013 11/30/98
 ANACOMP Panama T03438PA0 910100	1	095744 8/25/98	95744 8/25/98
 ANACOMP Panama T03439PA0 910101	9	095742 8/25/98	95742 8/25/98

Mark	Applicant	Applicant Class	Applicant No.	Registration Number
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ANACOMP	35	095743	95743
Panama		8/25/98	8/25/98
T03440PA0			
910102			
ANACOMP	1, 9, 35, 40	770509	770509
Australia		8/17/98	9/3/99
T03438AU0			
910006			
ANACOMP	1	296682	296682
New Zealand		8/17/98	2/23/98
T03438NZ0			
910093			
ANACOMP	9	296683	296683
New Zealand		8/17/98	2/23/98
T03439NZ0			
910094			
ANACOMP	35	296684	296684
New Zealand		8/17/98	2/23/98
T03440NZ0			
910095			
ANACOMP	1	2170587	1,762,230
Argentina		8/20/98	11/16/99
T03438AR0			
910001			
ANACOMP	9	2170586	1,762,232
Argentina		8/20/98	11/16/99
T03439AR0			
910002			
ANACOMP	35	2170585	1,762,233
Argentina		8/20/98	11/16/99
T03440AR0			
910003			
ANACOMP	1	11472	76494-C
Bolivia		8/21/98	12/14/99
T03438BO0			
910014			
ANACOMP	9	11471	76496-C
Bolivia		8/21/98	12/14/99
T03439BO0			
910015			

Matr.	Int. Cl. Class.	Appl. No.	Registration Number
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ANACOMP	35	11473	76495-C
Bolivia		8/21/98	12/14/99
T03440BO0			
910016			
ANACOMP	1	424851	532.709
Chile		8/21/98	1/20/99
T03438CL0			
910023			
ANACOMP	9	424850	537.710
Chile		8/21/98	1/20/99
T03439CL0			
910163			
ANACOMP	1	98-047992	217967
Colombia		8/21/98	4/21/99
T03438CO0			
910028			
ANACOMP	9	98-047993	
Colombia		8/21/98	
T03439CO0			
910029			
ANACOMP	35	98-047995	218015
Colombia		8/21/98	4/21/99
T03440CO0			
910030			
ANACOMP	1	90273	1438-00
Ecuador		8/19/98	3/17/00
T03438EC0			
910035			
ANACOMP	9	90274	1506-00
Ecuador		8/19/98	3/27/00
T03439EC0			
910036			
ANACOMP	35	90272	516-00
Ecuador		8/19/98	3/20/00
T03440EC0			
910037			
ANACOMP	1	18755	217059
Paraguay		8/19/98	9/2/99
T03438PY0			
910103			

Mark	Int'l Class	Appl. No.	Registration Number
 ANACOMP	9	18753	217057
Paraguay		8/19/98	9/2/99
T03439PYO			
910104			
 ANACOMP	35	18754	217058
Paraguay		8/19/98	9/2/99
T03440PYO			
910105			
 ANACOMP	1	068800	50723
Peru		8/21/98	11/30/98
T03438PEO			
910106			
 ANACOMP	9	068802	52024
Peru		8/21/98	1/28/99
T03439PEO			
910107			
 ANACOMP	35	068801	16640
Peru		8/21/98	12/31/98
T03440PEO			
910108			
 ANACOMP	42	71687	16627
Peru		10/7/98	12/31/98
T03457PEO			
910173			
 ANACOMP	1, 9, 35	306.505	306.505
Uruguay		8/21/98	10/16/98
T03438UYO			
910154			
 ANACOMP	1	015719	
Venezuela		8/23/98	
T03438VEO			
910156			
 ANACOMP	9	015721	
Venezuela		8/23/98	
T03439VEO			
910177			
 ANACOMP	35	015720	
Venezuela		8/23/98	
T03440VEO			
910178			

ANACOMP, INC.
TRADEMARK STATUS CHART
c/m #23454-150544

Country MARK C/W	Appn. No. Filing Date	International Class	Registration Number and Date
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DATAGRAPHIX	9	1229033
T03669AR0		2/17/98

AUSTRALIA

ANACOMP	9	A526361
T03658AU0		1/3/97
ANACOMP	37	A526363
T03661AU0		1/3/97
DATAGRAPHIX	9	B275934
T03669AU0		2/5/95
DATAGRAPHIX	9	A533390
T03677AU0		4/30/97
DATAGRAPHIX XFP 2000	9	A548089
T03598AU0		12/24/97
XIDEX	9	A432121
T03734AU0		8/22/92
XIDEX	42	A432122
T03770AU0		8/22/92

AUSTRIA

DATAGRAPHIX XFP 2000	1, 9	142109
T03598AT0		5/21/92

BENELUX

ANACOMP	1, 2, 9, 16,	447883
T03657BX0	35,	3/22/98
DATAGRAPHIX	7, 9, 16	110471
T03669BX0		12/31/90
DATAGRAPHIX XFP 2000	9	491054
T03598BX0		12/21/90
XFP 2000	9	490844
T03605BX0		12/21/90

BRAZIL

ANACOMP	9.45, 9.55	815496478
T03658BR0		1/28/92
ANACOMP	37.44, 37.45	815496486
T03661BR0		3/17/92
DATAGRAPHIX XFP 2000	9.40, 9.55, 9.80	816029229
T03598BR0		5/26/92
XFP 2000	9.40, 9.55, 9.80	816029210
T03605BR0		5/26/92

Country	Appl. No.	International	Registration Number and Date
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XIDEX STYLIZED		9.45	810058995
T03772BR0			3/1/93
XIDEX STYLIZED		9.40, 9.45,	811865002
T03773BR0		9.80	7/15/96
XIDEX PRECISION		9.40, 9.55	816049890
T03778BR0			12/5/95

CANADA

ALVA		N/A	500852
T03593CA0			9/17/98
ANACOMP		N/A	368518
T03657CA0			5/11/90
DATAGRAPHIX			226525
T03669CA0			3/10/93
DATAGRAPHIX XFP 2000		N/A	395289
T03598CA0			3/6/92
PRECISION STYLIZED		N/A	447294
			9/8/95
XIDEX		N/A	433154
T03734CA0			9/9/94
XIDEX STYLIZED		N/A	494340
T03772CA0			5/11/98
XIDEX STYLIZED		N/A	245409
T03773CA0			5/23/95

CHILE

AUTOCOM		9	415801
T03665CL0			11/4/93
DATAGRAPHIX		9	401755
T03669CL0			2/10/93

CHINA

DATAGRAPHIX		9	184914
T03669CN0			7/5/93
XIDEX	970080789	1	
T03771CN0	8/4/97		

COLOMBIA

ALVA	960067444		212198
T03596CO0	12/24/96		8/31/98

COMMUNITY TRADEMARK

ENVIRX		1	542050
T03603EU0			5/16/97
LASER-XP	590471	1	
T03722EU0	7/21/97		

CZECH REPUBLIC

ENVIRX		1	212732
T03603CZ0			5/22/97

DENMARK

ANACOMP	9, 37	1864/1991
T03657DK0		3/29/91
DATAGRAPHIX	9, 16	1187/1977
T03669DK0		3/25/97
DATAGRAPHIX XFP 2000	9	VR 08.228/1992
T03598DK0		9/4/92

FINLAND

ANACOMP	9, 37	126390
T03657FI0		5/21/93
DATAGRAPHIX XFP 2000	9	127783
T03598FI0		9/6/93

FRANCE

ANACOMP	1, 2, 9, 16,	1458143
T03657FR0	35,	3/30/98
DATAGRAPHIX	7, 9, 16, 42	1597844
T03669FR0		6/19/90
DATAGRAPHIX XFP 2000	9	1637311
T03598FR0		1/8/91
MICRON		1206331
T03726FR0		6/10/92
PRECISION XIDEX		1226225
T03769FR0		2/1/93
XFP 2000	9	1637314
T03605FR0		1/8/91

GERMANY

ANACOMP	1, 9, 16, 35	1136631
T03657DE0		4/1/98
DATAGRAPHIX	7, 9, 16, 35	1157507
T03669DE0		4/17/90
DATAGRAPHIX XFP 2000	9	2009981
T03598DE0		2/24/92
PRECISION XIDEX	9	1123901
T03769DE0		6/27/88
TOTAL MEMORY (Stylized)	9	2912221
T03604DE0		10/24/95
XIDEX and Device	1	1021795
T03776DE0		7/24/90

GREECE

DATAGRAPHIX	9	63487
T03669GR0		5/2/89

Country	Appl. No.	International Class	Registration Number and Date
DATAGRAPHIX XFP 2000		9	102413 1/14/91
T03598GR0			
XFP 2000		9	102412 1/14/91
T03605GR0			
<u>HONG KONG</u>			
DragonCOM and Dragon Device	11214/97	9	12314/1998 8/6/97
T03600CNO			
910262			
<u>HUNGARY</u>			
ENVIRX		1	150955 5/28/97
T03603HU0			
<u>IRELAND</u>			
ANACOMP		9	136197 1/5/97
T03658IE0			
DATAGRAPHIX		9	8136792 10/31/96
T03669IE0			
DATAGRAPHIX XFP 2000		9	8143378 1/4/98
T03598IE0			
<u>ISRAEL</u>			
DATAGRAPHIX		9	42865 9/6/97
T03669ILO			
<u>ITALY</u>			
ARIS		9	458369 12/9/86
T03666IT0			
DATAGRAPHIX	7, 9, 16, 35		601057 7/13/93
T03669IT0			
DATAGRAPHIX XFP 2000		9	611495 12/14/93
T05981IT0			
XFP 2000		9	611494 12/14/93
T03605IT0			
<u>JAPAN</u>			
ANACOMP		10	2448502 8/31/92
T03663JP0			
ANACOMP		11	2551192 6/30/93
T03664JP0			
DATAGRAPHIX		9	994354 1/20/73
T03669JP0			
DATAGRAPHIX		11	1380543 6/29/79
T03671JP0			
DATAGRAPHIX XFP 2000		10	2701421 12/22/94
T03678JP0			

Country	Appl. No.	International	Registration Number and Date
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DATAGRAPHIX XFP 2000		11	2661433 5/31/94
T03679JP0			
XFP 2000		10	2695426 9/30/94
T03605JP0			
XFP 2000		11	2621631 2/28/94
T03606JP0			
XIDEX		1	4084012 11/21/97
T03771JP0			
XIDEX		9	4014552 6/20/97
T03734JP0			
XIDEX STYLIZED in Red and Black		10	1787827 7/29/95
T03774JP0			

KOREA

DATAGRAPHIX		39	147530 11/21/97
T03672KR0			
DragonCOM and Dragon Device		39	413980 7/31/98
T03600KR0			

MEXICO

ALVA	284528	9	558682 9/24/97
T03593MX0	1/17/97		
910255			
DATAGRAPHIX		9	202768 11/17/76
T03669MX0			
DATAGRAPHIX XFP 2000		9	477093 3/13/92
T03679MX0			
ENVIRX		1	561373 8/27/97
T03603MX0			
XFP 2000		9	420015 3/13/92
T03605MX0			
XIDEX		9	505452 4/21/93
T03734MX0			

NEW ZEALAND

DATAGRAPHIX XFP 2000		9	215884 1/30/92
T03598NZ0			

NORWAY

ANACOMP		9, 37	156989 6/10/93
T03657NO0			
DATAGRAPHIX		9, 16	108056 4/15/91
T03669NO0			
DATAGRAPHIX XFP 2000		9	158874 10/18/93
T03598NO0			

ENVIRX		1	188405
T03603NO0			2/12/98

PHILIPPINES

ANACOMP		9	60808
T03658PH0			6/20/95
ANACOMP	83606-PN	35, 37	
T03609PH0	11/27/92		
910181			

POLAND

ENVIRX	Z-174207	1	R-120755
T03603PL0	6/3/97		11/27/00
910270			

PORTUGAL

ANACOMP		9	261476
T03658PT0			8/10/92
ANACOMP		37	261477
T03661PT0			8/10/92
DATAGRAPHIX		9	200929 Z
T03669PT0			6/2/86
DATAGRAPHIX XFP		9	270697
T03598PT0			2/4/93
XFP 2000		9	270698
T03605PT0			2/4/93

PUERTO RICO

ALVA		9	39704
T03593PR0			2/19/97
ALVA		35	39703
T03596PR0			2/19/97

SINGAPORE

DATAGRAPHIX		9	S/78452
T03669SG0			12/11/85

SLOVENIA

DATAGRAPHIX		9	24831
T03669SI0			10/8/86

SOUTH AFRICA

DATAGRAPHIX		9	B76/5166
T03669ZA0			10/12/76
DATAGRAPHIX		16	B76/5167
T03679ZA0			10/12/76
XIDEX		9	86/5063
T03734ZA0			8/4/86

SPAIN

ANACOMP		37	1261906
T03661ES0			11/16/89
ANACOMP		42	1261907
T03662ES0			4/2/91

DATAGRAPHIX	9	826718
T03669ES0		10/11/77
DATAGRAPHIX	9	1616895
XFP 2000		2/11/91
T03598ES0		
XFP 2000	9	1616894
T03605ES0		2/11/91

SWEDEN

ANACOMP	9	253665
T03658SE0		12/3/93
DATAGRAPHIX	9, 16, 35, 42	136555
T03669SE0		9/17/91
DATAGRAPHIX XFP 2000	9	246337
T03598SE0		2/5/93
TOTAL MEMORY (Stylized)	9	303458
T03604SE0		7/21/95

SWITZERLAND

DATAGRAPHIX (Stylized)	9, 16	388684
T03669CH0		10/21/91
DATAGRAPHIX XFP 2000 (Stylized)	9	398222
T03598CH0		11/18/92
ENVIRX	1	447890
T03603CH0		7/17/97
PRECISION XIDEX	9	324479
T03769CH0		6/29/83

TAIWAN

DragonCOM and Dragon Device	(86) 42996	9	896993
T03600TW0	8/20/97		7/16/00
910267			

TURKEY

ENVIRX	97/7768	1	186649
T036603TR0	6/4/97		6/4/97
910271			

UNITED KINGDOM

ANACOMP	1	1339053
T03657GB0		3/21/95
ANACOMP	9	1339054
T03658GB0		3/21/95
ANACOMP	16	1339055
T03659GB0		3/21/95
ANACOMP	35	1375892
T03660GB0		3/1/96

Country	Appl. No.	International	Registration Number and Date
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DATAGRAPHIX	9	1024336
T03669GB0		1/31/95
DATAGRAPHIX	35	1336186
T03673GB0		2/22/95
DATAGRAPHIX	37	1336187
T03674GB0		2/22/95
DATAGRAPHIX	41	1336188
T03675GB0		2/22/95
DATAGRAPHIX	42	1336189
T03676GB0		2/22/95
DATAGRAPHIX XFP 2000	9	A1451522
T03598GB0		12/21/97
MICRON	9	1171219
T03726GB0		3/11/89

UNITED STATES

A LOGO	75/439,206	1, 9, 35, 38,	2,438,854
T03681US0	2/23/98	39, 40, 42	3/27/01
United States			
ALVA AND DEVICE	75/046,357	9	2,188,118
T02242US0	1/22/96		9/8/98
United States			
ANACOMP and A LOGO	75/439,205	1, 9, 35, 38,	2,451,295
T03438US0	2/23/98	39, 40, 42	5/15/01
United States			
ANACOMP and A LOGO (new)	76/074,339	35	
T04271US0	6/20/00		
United States			
ANACOMP	73/443,044	9	1,324,169
T03658US0	9/9/93		3/12/85
United States			
ANACOMP	73/443,048	35	1,329,987
T03660US0	9/9/83		4/9/85
United States			
ANAFIND		9	1,914,652
T03682US0			8/29/95
United States			
ANASTACK	74/187,709	9	1,711,329
T03683US0	7/23/91		9/1/92
United States			
ANATRIEVE		9	1,736,333
T03686US0			12/1/92
United States			

Class	Owner	Appl. No.	International	Registration Number and Date
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ANY WAY YOU WANT IT. THAT'S THE WAY YOU GET IT T04099US0	75/896,919 1/14/00		
United States			
AUTOCOM Stylized T03665US0		9	1,121,757 7/10/79
United States			
AUTOEXCEL T03687US0		1	1,931,557 10/31/95
United States			
CM T03693US0		9	1,282,290 6/19/84
United States			
DATAGRAPHIX T03697US1		26	1,005,361 10/13/95
California			
DATAGRAPHIX T03699US0		21	945,127 10/17/92
United States			
DATAGRAPHIX T03697US0		26	924217 11/23/91
United States			
DATAGRAPHIX Stylized T03698US0		26	924,216 11/23/91
United States			
DATAGRAPHIX XFP 2000 T03598US0		9	1,660,314 10/8/91
United States			
DISCADDY & DESIGN T03702US0		9	1,220,645 12/21/82
United States			
DOC HARBOR T03703US0	75/884,881 12/30/99	9	
United States			
DRAGONCOM (Stylized) T03703US0	75/332,574 7/29/97	9	2,214,132 12/29/98
United States			
ENVIRX (Stylized) T03602US0		1	2,048,162 3/25/97
United States			
IDP1600 T03909US0	75/767,407 8/4/99	9	
United States			
900019			

Country	App. No.	International	Registration Number and Date
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INFOLIFE T4071US0 United States 900021	75/839,128 11/2/99	9	2,549,260 6/12/01
LASER-XP T03722US0 United States	75/322,139 7/10/97	1	2,305,117 1/4/00
LASERPOS T03723US0 United States	74/027,954 2/12/90	1	1,628,864 12/25/90
LASERWRITER T03724US0 United States		1	1,885,738 3/28/95
MICRON T03726US0 United States		9	1,258,341 11/23/83
THE PLACE WHERE E-DOCUMENTS WORK United States	76/019,418 4/6/00		
TOOL CHEST T03730US0 United States		9	1,532,762 4/4/89
XCF T03732US0 United States	75/322,138 7/10/97	9	2,284,456 10/12/99
XFP 2000 T03733US0 United States		9	1,662,935 10/29/91
XIDEX T03734US0 United States		9	1,246,923 8/2/83
XIDEX T03735US0 United States		26	945,199 10/17/72

VENEZUELA

ALVA T03593VE0 910258	714-97 1/17/97	9	
ALVA T03596VE0	713/97 1/17/97	35	
DATAGRAPHIX XFP 2000 T03598VE0 910260	13109/92 6/23/92	9 (formerly Class 26)	
DATAGRAPHIX XFP 2000 T03599VE0 910261	13111/92 6/23/92	9 (formerly Class 24)	

Country	Appl. No.	International	Registration Number and Date
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XFP 2000	13110/92	9 (formerly
T03605VE0	6/23/92	Class 26)
910273		
XFP 2000	13112/92	9 (formerly
T03606VE0	6/23/92	Class 24)
910274		