

01-13-2003

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Form PTO-1594

(Rev. 03/01)

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TRADEMARKS ONLYU.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):

Beacon Printing and Graphics, Inc.

Union Beacon Graphics, Inc.

Nationwide Graphics, Inc.

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Beacon-TX☐ Other Union-TX Nationwide-DEAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: December 27, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address:

Street Address: 401 Merritt 7, Suite 23

City: Norwalk State: CT Zip: 06851

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Delaware☐ OtherIf 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)

B. Trademark Registration No.(s)

1,895,419

1,544,002

1,973,100

Additional number(s) attached ☐ Yes ☒ No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Bryan Snyder, Paralegal

Street Address: 2049 Century Park East

Suite 2100

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90⁰⁰☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bryan Snyder, Paralegal

Name of Person Signing

Signature

January 10, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002646 FRAME: 0670

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 27, 2002, is made by BEACON PRINTING & GRAPHICS, INC., a Texas corporation ("Beacon"), UNION BEACON GRAPHICS, INC., a Texas corporation ("Union"), and NATIONWIDE GRAPHICS, INC., a Delaware corporation ("Holdings") (Beacon, Union and Holdings are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Second Amended and Restated Credit Agreement of even date herewith by and among Grantors, Agent and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which amends and restates the terms of that certain Amended and Restated Credit Agreement dated as of August 3, 1999 (such agreement, as amended to date, the "Existing Credit Agreement"), among Grantors, Agent and the lenders party thereto, Agent and Lenders have agreed to make certain financial accommodations for the benefit of Grantors.

B. In order to induce Agent and Lenders to extend such financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Security Agreement of even date herewith made by Grantors in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

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

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Lenders, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

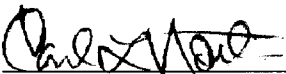
3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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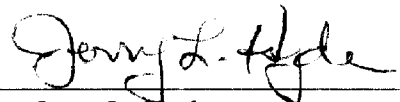
IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"


BEACON PRINTING & GRAPHICS, INC.,
a Texas corporation

By: 
Carl L. Norton
Chief Executive Officer

UNION BEACON GRAPHICS, INC., a
Texas corporation

By: 
Jerry L. Hyde
President

NATIONWIDE GRAPHICS, INC., a
Delaware corporation

By: 
Carl L. Norton
Chief Executive Officer

Agreed and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Jeffrey Fitts
Duly Authorized Signatory

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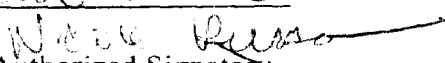
NATIONWIDE GRAPHICS, INC., a
Delaware corporation

By: _____
Carl L. Norton
Chief Executive Officer

Agreed and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 

Duly Authorized Signatory

SCHEDULE I

to

PATENTS, TRADEMARKS AND COPYRIGHT SECURITY AGREEMENT

Part A - Patents

BEACON PRINTING & GRAPHICS, INC.

<u>Date of</u> <u>Owner</u>	<u>Description</u>	<u>Application</u>	<u>Country</u>	<u>Application No</u>
Beacon Printing & Graphics	Micro-phone	10/26/01	USA	29/ 153,846

UNION BEACON GRAPHICS, INC.

None

NATIONWIDE GRAPHICS, INC.

None

Part B – Trademarks

BEACON PRINTING & GRAPHICS, INC.

<u>Owner</u>	<u>Name</u>	<u>Registration #</u>	<u>Services</u>	<u>Date</u>	<u>Country</u>
Beacon Printing & Graphics	EZ Color	1,895,419	Printing	5/23/95	USA
Beacon Printing & Graphics	America's Color Printer	1,973,100	Printing	5/7/96	USA
Beacon Printing & Graphics	US Press	1,544,002	Printing	6/7/89	USA

UNION BEACON GRAPHICS, INC.

None

NATIONWIDE GRAPHICS, INC.

None

Part C – Copyrights

BEACON PRINTING & GRAPHICS, INC.

None

UNION BEACON GRAPHICS, INC.

None

NATIONWIDE GRAPHICS, INC.

None