

03-03-2003



Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
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):
KelmScott Communications LLC **2-26-03**

Individuals Association
 General Partnership Limited Partnership

Corporation
 Other - Delaware Limited Liability Company

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

2. Name and address of receiving party(ies):
Name: JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York)

Internal Address:
Street Address: 270 Park Avenue
City: New York State: New York Zip Code: 10017

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: December 9, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

76/141085
76/270236

Additional numbers attached? Yes No

Trademark Registration No.(s)

2418395
2518071

RECORDS SECTION
FEB 26 11 09 13

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen Bruno, Senior Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

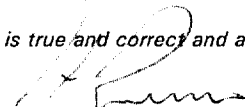
6. Total number of applications and registrations involved 4

7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

Helen Bruno  February 26, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

**TRADEMARK
REEL: 002681 FRAME: 0668**

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Kelmscott Communications LLC, a Delaware limited liability company (the "Grantor") with principal offices at 595 Market Street #2750, San Francisco, CA 94105, hereby assigns and grants to JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York), as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017, (the "Grantee"), a first priority security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement or dilution of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 30, 1999 and amended and restated as of November 27, 2002 (as so amended and restated, and as the same may be further amended, restated, modified and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set

forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

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

7th day of ~~November~~^{December}, 202.

KELMSCOTT COMMUNICATIONS LLC,
Grantor

By _____

Name: James D. McBride

Title: Chief Executive Officer

JPMORGAN CHASE BANK (f/k/a
Morgan Guaranty Trust Company of New York),
as Collateral Agent and Grantee

By _____

Name:

Title:

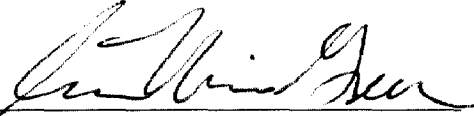
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

12~~th~~ day of ^{December}~~November~~, 202.

KELMSCOTT COMMUNICATIONS LLC,
Grantor

By _____
Name:
Title:

JPMORGAN CHASE BANK (f/k/a
Morgan Guaranty Trust Company of New York),
as Collateral Agent and Grantee

By 
Name:
Title: **ANNA MARIE GREER**
Vice President

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On this 9th day of ~~November~~ ^{December}, 2002, before me personally came James D. McBride who, being by me duly sworn, did state as follows: that he is the Chief Executive Officer of Kelmscott Communications LLC, that he is authorized to execute the foregoing Grant on behalf of said limited liability company and that he did so by authority of the Board of Managers of said limited liability company.

Elaine Saltzberg
Notary Public



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

On this 12 day of ~~November~~ ^{December}, 2002, before me personally came Anna

Marie Greer who, being by me duly sworn, did state as follows: that [s]he is Vice President of JPMorgan Chase Bank, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Arlene N. Gibbs
Notary Public

ARLENE N. GIBBS
Notary Public, State of New York
No. 01GI6025531
Qualified in Nassau County
Commission Expires June 1, 2003

SCHEDULE A

MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
ASCENTRA NEW MEDIA	76/141,085	10/04/00	Pending	
CEREUS GRAPHICS	76/270,236	06/11/01	Pending	
KELMSCOTT COMMUNICATIONS	75/709,806	05/19/99	2,418,395	01/02/01
Miscellaneous Design	75/686,947	04/20/99	2,518,071	12/11/01
