

Form PTO-1594
(rev 3/1)**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**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):

**The Sheridan Group, Inc.
c/o The Sheridan Group
11311 McCormick Road, Suite 260
Hunt Valley, MD 21031**☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
☐ OtherAdditional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

2. Name and Address of receiving party(ies)

**Bank of New York
101 Barclay Street, Fl. 8 West
New York, NY 10286**☐ Individual(s) citizenship☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ 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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name☒ Other: **Intellectual Property Security
Agreement**Execution Date: **August 21, 2003**

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

A. Trademark Application No(s).

76476436 76476437
76417868 76468031
76476438

B. Trademark Registration No(s).

1302016
1437516Additional numbers attached? ☐ Yes ☒ No

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

**Ronald J. Turiello, Jr., Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**6. Total number of applications/registrations involved: 77. Total fee (37 CFR 3.41) **\$190**☒ All fees and any deficiencies are authorized to be
charged to Deposit Account
(Our Ref. 300230/133)8. Deposit Account No. **19-2385**

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.***Ronald J. Turiello, Jr.**

Name



Signature

August 27, 2003

Date

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

CH \$190.00 192385 76476436

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CONTINUATION OF Item 1. Names of Additional Conveying Parties:

THE SHERIDAN GROUP HOLDING COMPANY

c/o The Sheridan Group, Inc.
11311 McCormick Road, Suite 260
Hunt Valley, MD 21031

THE SHERIDAN PRESS, INC.

c/o The Sheridan Group, Inc.
11311 McCormick Road, Suite 260
Hunt Valley, MD 21031

CAPITAL CITY PRESS, INC.

c/o The Sheridan Group, Inc.
11311 McCormick Road, Suite 260
Hunt Valley, MD 21031

SHERIDAN BOOKS, INC.

c/o The Sheridan Group, Inc.
11311 McCormick Road, Suite 260
Hunt Valley, MD 21031

DARTMOUTH PRINTING COMPANY

c/o The Sheridan Group, Inc.
11311 McCormick Road, Suite 260
Hunt Valley, MD 21031

DARTMOUTH JOURNAL SERVICES

c/o The Sheridan Group, Inc.
11311 McCormick Road, Suite 260
Hunt Valley, MD 21031

UNITED LITHO, INC.

c/o The Sheridan Group, Inc.
11311 McCormick Road, Suite 260
Hunt Valley, MD 21031

Execution Copy

IP SECURITY AGREEMENT

This IP SECURITY AGREEMENT, dated as of August 21, 2003 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of The Bank of New York, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"). Undefined capitalized terms used in this Agreement have the meanings assigned to them in that certain Security Agreement, dated as of August 21, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantors and the Collateral Agent.

WHEREAS, each Grantor has granted a security interest in and continuing Lien on the Collateral (including the Intellectual Property subject of this Agreement) to the Collateral Agent pursuant to the Security Agreement, and desires to enter into this Agreement for purposes of affirming such grant and to the Collateral Agent, and providing a short-form medium to facilitate the recording of such security interest in the applicable governmental offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Affirmation and Grant of Security. Each Grantor hereby affirms its grant to the Collateral Agent for the benefit of the Secured Parties set forth in the Security Agreement of, and grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property (including the Patents and Trademarks listed on Schedule I attached hereto) to secure the Secured Obligations.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

Section 3. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 4. Miscellaneous. Each Grantor agrees that neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement may be executed in any number of counterparts, each of which when so executed shall be

deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND NEW YORK CIVIL PRACTICE LAWS AND RULES 327(b).

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be
ly executed and delivered by its officer thereunto duly authorized as of the date first
ove written.

THE SHERIDAN GROUP, INC.,
as a Grantor

By: Robert M. Jakobson
Name:
Title:

THE SHERIDAN GROUP HOLDING
COMPANY, as a Grantor

By: Robert M. Jakobson
Name:
Title:

THE SHERIDAN PRESS, INC.,
as a Grantor

By: Robert M. Jakobson
Name:
Title:

CAPITAL CITY PRESS, INC.
as a Grantor

By: Robert M. Jakobson
Name:
Title:

SHERIDAN BOOKS, INC.,
as a Grantor

By: Robert M. Jakobson
Name:
Title:

DARTMOUTH PRINTING COMPANY,
as a Grantor

By: Robert M. Jacobson
Name:
Title:

DARTMOUTH JOURNAL SERVICES,
INC., as a Grantor

By: Robert M. Jacobson
Name:
Title:

UNITED LITHO, INC.,
as a Grantor

By: Robert M. Jacobson
Name:
Title:

SCHEDULE I

United States Trademark Registrations and Applications

Trademark	Country or Jurisdiction	Reg. No - (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status
BOOKCRAFTERS B and design	US	1,302,016 (73-259,572)	10/23/1984 (04/25/1980)	Sheridan Books, Inc.	Registered
DURO SHEEN	US	1,437,516 (73-541,402)	04/21/1987 (06/05/1985)	Sheridan Books, Inc.	Registered
DIGITAL EXPERT and design	US	(76-417,868)	(06/07/2002)	The Sheridan Group	Pending
STRIVE FOR SMILES	US	(76-476,438)	(12/16/2002)	Sheridan Books Inc.	Pending
STRIVE FOR SMILES! Stylized letters	US	(76-476,436)	(12/16/2002)	Sheridan Books Inc.	Pending
STRIVING FOR YOUR SMILE!	US	(76-476,437)	(12/16/2002)	Sheridan Books Inc.	Pending
THE SHERIDAN GROUP	US	(76-468,031)	(11/19/2002)	The Sheridan Group Holding Company, Inc.	Pending