

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):

**Ridgway's, Ltd.
5711 Hillcroft
Houston, Texas 77036**

- Individual(s)
- Association
- General Partnership
- Limited Partnership - Texas
- Corporation
- Other

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

2. Name and Address of receiving party(ies)

**Fleet National Bank
100 Federal Street
MA DE 100 11B
Boston, MA 02110**

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
- Security Agreement
- Other: **Security Interest**
- Merger
- Change of Name

Execution Date: **September 30, 2001**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

722848

Additional numbers attached? Yes No

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

**Elaine D. Ziff., Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: 1

7. Total fee (37 CFR 3.41) **\$40**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 244130/492)

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.

Elaine D. Ziff

Name



Signature

September 4, 2003

Date

Total number of pages including cover sheet, attachments, and document: **18**

GH \$40.00 192385 0722648

COUNTERPART AGREEMENT

This **COUNTERPART AGREEMENT**, dated effective as of September 30, 2001 (this "**Counterpart Agreement**") is delivered pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of September 8, 2000 (as it may be amended, supplemented or otherwise modified, the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among **AMERICAN REPROGRAPHICS COMPANY, L.L.C.**, **AMERICAN REPROGRAPHICS HOLDINGS, L.L.C.**, certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as Lead Arranger and Syndication Agent, **FLEET NATIONAL BANK**, as Administrative Agent, and **LASALLE BANK NATIONAL ASSOCIATION**, as Documentation Agent..

Section 1. Pursuant to Section 5.10 of the Credit Agreement, the undersigned hereby:

(a) agrees that this Counterpart Agreement may be attached to the Credit Agreement and that by the execution and delivery hereof, the undersigned becomes a Guarantor under the Credit Agreement and agrees to be bound by all of the terms thereof;

(b) represents and warrants that each of the representations and warranties set forth in the Credit Agreement and each other Credit Document and applicable to the undersigned is true and correct in all material respects both before and after giving effect to this Counterpart Agreement, except to the extent that any such representation and warranty relates solely to any earlier date, in which case such representation and warranty is true and correct as of such earlier date;

(c) no event has occurred or is continuing as of the date hereof, or will result from the transactions contemplated hereby on the date hereof, that would constitute an Event of Default or a Default;

(d) agrees, subject to the provisions of Section 7.2 of the Credit Agreement, to irrevocably and unconditionally guaranty the due and punctual payment in full of all Obligations when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic

stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a) and in accordance with Section 7 of the Credit Agreement; and

(e) (i) agrees that this counterpart may be attached to the Pledge and Security Agreement, (ii) agrees that the undersigned will comply with all the terms and conditions of the Pledge and Security Agreement as if it were an original signatory thereto, (iii) grants to Collateral Agent (as such term is defined in the Pledge and Security Agreement) a security interest in all of the undersigned's right, title and interest in and to all "Collateral" (as such term is defined in the Pledge and Security Agreement) of the undersigned, including, without limitation, the Intellectual Property listed on supplemental Schedule 3.7 attached hereto, in each case whether now or hereafter existing or in which the undersigned now has or hereafter acquires an interest and wherever the same may be located, and (iv) represents and warrants that it has duly completed and herewith delivers to Collateral Agent supplements to all schedules to the Pledge and Security Agreement. All Collateral of the undersigned shall be deemed to be part of the "Collateral" and hereafter subject to each of the terms and conditions of the Pledge and Security Agreement.

Section 2. The undersigned agrees from time to time, upon request of Administrative Agent, to take such additional actions and to execute and deliver such additional documents and instruments as Administrative Agent may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement. 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. Any notice or other communication herein required or permitted to be given shall be given in pursuant to Section 10.1 of the Credit Agreement, and all for purposes thereof, the notice address of the undersigned shall be the address as set forth on the signature page hereof. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Counterpart Agreement to be duly executed and delivered by its duly authorized officer as of the date above first written.

RIDGWAY'S GP, LLC,
a Delaware limited liability company

By: 

Mark W. Legg
Chief Financial Officer

RIDGWAY'S LP, LLC,
a Delaware limited liability company

By: 

Mark W. Legg
Chief Financial Officer

RIDGWAY'S, LTD.
a Texas limited partnership

By: RIDGWAY'S GP, LLC,
General Partner

By: 

Mark W. Legg
Chief Financial Officer

**SUPPLEMENT TO SCHEDULE 3.1
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information:

(A) Full Legal Name and Chief Executive Office of each Grantor:

<u>Full Legal Name</u>	<u>Chief Executive Office</u>
Ridgway's GP, LLC	5711 Hillcroft Houston, TX 77036 Harris County
Ridgway's LP, LLC	5711 Hillcroft Houston, TX 77036 Harris County
Ridgway's, Ltd.	5711 Hillcroft Houston, TX 77036 Harris County

(B) Jurisdiction of Organization of each Grantor:

<u>Full Legal Name</u>	<u>Jurisdiction of Organization</u>
Ridgway's GP, LLC	Delaware
Ridgway's LP, LLC	Delaware
Ridgway's, Ltd.	Texas

(C) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted Business for the past Five (5) Years:

<u>Full Legal Name</u>	<u>Trade Name or Fictitious Business Name</u>
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Ridgway's GP, LLC

None

Ridgway's LP, LLC

None

Ridgway's, Ltd.

Ridgway's, Inc./Ridgway's/Ridgway's
New York

(D) Financing Statements:

Name of Grantor

Filing Jurisdiction(s)

Ridgway's GP, LLC

Delaware-Secretary of State

Ridgway's LP, LLC

Delaware-Secretary of State

Ridgway's, Ltd.

Texas-Secretary of State

**SUPPLEMENT TO SCHEDULE 3.2
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information:

<u>Name of Grantor</u>	<u>Location of Equipment and Inventory</u>
Ridgway's GP, LLC	None
Ridgway's LP, LLC	None
Ridgway's, Ltd.	5711 Hillcroft Houston, TX 77036
	1300 Texas Houston, TX 77002
	12907 Westheimer Houston, TX 77077
	2020 Dairy Ashford Rd. Houston, TX 77077
	16360 Park Ten Place Houston, TX 77084
	3040 Post Oak Blvd. #510 Houston, TX 77056
	11 Greenway Plaza #100 Houston, TX 77079
	575 Garden Oaks Houston, TX 77018

301 Congress
Austin, TX 78701

14340 Memorial Dr.
Houston, TX 77079

101000 Kempwood
Houston, TX 77080

711 Louisiana
Houston, TX 77002

5430 LBJ Freeway, #400
Dallas, TX 75240

3825 Dacoma
Houston, TX 77092

4900 Dacoma
Houston, TX 77092

6300 Gulfon
Houston, TX 77081

6909 Portwest
Houston, TX 77024

15534 W. Hardy
Houston, TX 77060

2800 Post Oak Blvd. #3700
Houston, TX 77056

700 Milam #400
Houston, TX 77002

600 Travis #1200
Houston, TX 77010

820 Gessner 18th Floor
Houston, TX 77024

11302 Tanner Road
Houston, TX 77041

601 Jefferson
Houston, TX 77002

400 Sam Houston Pkwy.
Houston, TX 77042

11 Greenway Plaza #2210
Houston, TX 77046

1999 Rankin Road
Houston, TX 77073

615 S. Lamar Blvd.
Austin, TX 78704

822 Leopard St.
Corpus Christi, TX 78401

12645 W. Airport
Sugarland, TX 77478

912 Melanie Park
Conroe, TX 77304

600 Broadway
San Antonio, TX 78215

987 & 989 Nasa Road One
Webster, TX 77598

105 Zonolite
Lafayette, LA 70508

4733 O'Keefe Avenue
New Orleans, LA 70112

3215 28th St.
Metairie, LA 70002

719-725 Marshall St.
Shreveport, LA 71101

7022 41st Street
Tulsa, OK 74145

701 S. Cincinnati Avenue
Tulsa, OK 74119

One West 3rd Street, 3rd Floor
Tulsa, OK 74120

Two Old River Place
Jackson, MI 39202

4020 Yancy Rd., Suite C
Charlotte, NC 28217

2301 Dupont Dr. #150
Irvine, CA 92612

150 E. Social Hall #100
Salt Lake City, UT 84102

9632 E. Arapahoe #280
Englewood, CO 80112

2060 Springdale Rd., Suite #400
Cherry Hill, NJ 08003

500 Alexander Park
Princeton, NJ 08543

744 Board St., 29th & 30th Floor
Newark, NJ 07102

1133 15th Street NW
Washington, DC 20005

1250 Connecticut Ave. NW
Washington, DC 20036

2928 One Prosperity Avenue
Fairfax, VA 22031

5001-5007 Cleveland St.
Virginia Beach, VA 23462

700 Middle Ground
Newport News, VA 23606

1151 Azalea Garden Rd.
Norfolk, VA 23501

233 W. Bute
Norfolk, VA 23510

750 West Berkeley
Norfolk, VA 23501

333 N. Michigan Avenue
Chicago, IL 60601

275 Seventh Ave. 24th Floor
New York, NY 10001

Colwick Center
53 Haddonfield Rd., Suite 306
Cherry Hill, NJ 08002

7902 Woodmont Ave.
Bethesda, MD 20721

291 Industrial Highway
Ridley Park, PA 19078

2001 Joshua Road
Lafayette Hill, PA 19444

1045 First Avenue
King of Prussia, PA 19406

261-263 So. 22nd St.
Philadelphia, PA 19103

2301 Chestnut St.
Philadelphia, PA 19103

1216 Arch St.
Philadelphia, PA 19107

Philadelphia Naval Shipyard
Philadelphia, PA 19112

100 No. 6th St.
Philadelphia, PA 19106

The Widener Bldg.
Mezzanine One South Penn Square
Philadelphia, PA 19107

4747 So. Broad St. Bldg. 101
Philadelphia, PA 19112

50 Glenmatura Blvd. #301
Scranton, PA 18505

1 Bala Avenue #400
Bala Cynwyd, PA 19004

Other locations for equipment and inventory not described or listed above with

respect to Ridgway's Ltd., would include certain facilities management engagements where it would temporarily place and use equipment during such engagements. Upon the termination or completion of such an engagement, the equipment would then be redeployed by the grantor at another engagement (e.g., at some of the locations set forth above.)

**SUPPLEMENT TO SCHEDULE 3.4
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information:

Pledged Stock:

no change

Pledged L.L.C. Interests:

no change

Pledged Partnership Interests:

no change

Pledged Trust Interests:

no change

Pledged Debt:

no change

Securities Account:

no change

Commodities Accounts:

no change

Deposit Accounts:

no change

**SUPPLEMENT TO SCHEDULE 3.5
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information:

Name of Grantor

Ridgway's, Ltd.

Description of Material

Master Agreement Imaging Systems
Products between Canon U.S.A., Inc.
and Ridgway's Inc. dated as of March
31, 1998, as amended by Amendment
No. 1 to the same dated as of May 26,
1998.

**SUPPLEMENT TO SCHEDULE 3.6
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information:

Name of Grantor

Description of Letters of Credit

no change

no change

**SUPPLEMENT TO SCHEDULE 3.7
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information

(A) Copyrights

Ridgway's document Manager/Jobs on File-Software copyright has been applied for.

**(B) Copyright Licenses
no change**

**(C) Patents
no change**

**(D) Patent Licenses
no change**

**(E) Trademarks
-“Ridgway's” trademark registered October 17, 1961, under Registration Number 0722848 with the United States Patent and Trademark Office.**

(F) Trademark Licenses

-Perpetual, exclusive, royalty-free license granted to Ridgway's Inc., an Alaska corporation, to use the service-mark and trade name “Ridgway's” in its corporate name and in connection with the sale of copying and duplicating services in the State of Alaska and ten year non-exclusive, royalty-free license to reproduce and distribute promotional and advertising material in the State of Alaska as set forth in that certain Agreement, executed as of January 11, 1992, by and between Southwestern Reprographics, Inc., a Nevada corporation, and Ridgway's Inc., an Alaska corporation.

**(G) Trade Secret Licenses
no change**

(H) Intellectual Property Collateral Matters
no change