OIPE JC139 JUL 09 2003 PATENT & TRADEMARK OFFICE

07-16-2003

102498004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RE TRADEMARKS ONLY

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies): 7-9-03

American Color Graphics, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation-State (New York)
- [ ] Other

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: Attn: Bus. Credit-Acct. Exec.

Street Address: 335 Madison Avenue

City: New York State: NC Zip: 10017

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [X] Other National Association (Bank)

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
- [X] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date:

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

A. Trademark Application No.(s) See Schedule A attached

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

Additional number(s) attached [X] Yes [ ] No

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

Name: Jolie Amie Tenholder

Internal Address:

Street Address: 100 N. Tryon St.
Suite 2900

City: Charlotte State: NC Zip: 28202-4011

6. Total number of applications and registrations involved: ..... 14

7. Total fee (37 CFR 3.41).....$ 365.00

- [X] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

| Jolie Amie Tenholder | Jolie Tenholder | 7-8-03 |
|---|---|---|
| Name of Person Signing | Signature | Date |

Total number of pages including cover sheet, attachments, and document: 8

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

07/15/2003 JJALLAN2 00000014 76444242

01 FC:8521 40.00 OP
02 FC:8522 325.00 OP

SCHEDULE A

| Trademarks and Trademark Applications | Application or Registration Number(s) |
|---|---|
| COLORVUE | 76/444242 |
| ACOMS | 76/444239 |
| ACOMS | 76/444240 |
| ACOMS | 76/444244 |
| COLORLOCK | 76/444243 |
| COLOR-SAT | 1490533 |
| COLORSTOR | 76/444241 |
| PAGESCRIPT XT | 76/434897 |
| ACOMS | 76/434841 |
| COLORSPACE | 76/434846 |
| EVENTMGR | 76/434848 |
| EVENTMGR | 76/434847 |
| TWISTER | 76/471852 |
| COLORRIGHT | 76/434842 |

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 3, 2003 (this "Agreement"), among AMERICAN COLOR GRAPHICS, INC., a New York corporation (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Lenders (such capitalized term and all other capitalized terms not otherwise defined herein to have the meanings provided for in the Security Agreement referred to below).

**W I T N E S S E T H:**

**WHEREAS,** pursuant to a Security Agreement, dated as of July 3, 2003 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, ACG Holdings, Inc., a Delaware corporation, and the Administrative Agent and in order to obtain the benefits referred to therein, the Grantor has granted to the Administrative Agent a security interest in substantially all of such Guarantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

**WHEREAS,** pursuant to the Security Agreement, the Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Administrative Agent agree as follows:

1. **Grant of Security.** The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders a lien on and security interest in and to all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto opposite the name of the Grantor, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by the Grantor to the Administrative Agent from time to time (the "Trademarks");

(a) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(b) any and all Proceeds of the foregoing.

2. **Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by the Grantor under this Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan

Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. **Execution in Counterparts.** 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.

5. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative 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.

6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Signatures follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**AMERICAN COLOR GRAPHICS, INC.**
("Borrower")

By: Patrick Kellick
Name: Patrick Kellick
Title: SVP/CFO

**Address for notices to the Borrower**
American Color Graphics, Inc.
c/o ACG Holdings, Inc.
100 Winner's Circle
Brentwood, Tennessee 37027
Attention:
Telephone:
Facsimile:

**BANK OF AMERICA, N.A.,**
as Agent
("Agent")

By:_____
Name:
Title:

**Address for notices to Agent:**
Bank of America, N.A.
335 Madison Avenue
New York, New York 10017
Attention: Business Credit-
Account Executive
Telephone: (704) 503-7230
Telecopy: (704) 503-7899

STATE OF New York
COUNTY OF New York

I, Kathie Sirkin, a Notary Public for said County and State, do hereby certify that Patrick Kellick personally came before me this day and acknowledged that (s)he is CEO of American Color Graphics, Inc., a New York corporation, and acknowledged, on behalf of American Color Graphics, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 2nd day of July, 2003.

(Official Seal)

Notary Public

My Commission expires _____

KATHIE SIRKIN
Notary Public, State of New York
No. 01SI4969346
Qualified in New York County
Commission Expires July 16, 2006

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**AMERICAN COLOR GRAPHICS, INC.**
("Borrower")

By:_____
Name:
Title:

**Address for notices to the Borrower**
American Color Graphics, Inc.
c/o ACG Holdings, Inc.
100 Winner's Circle
Brentwood, Tennessee 37027
Attention:
Telephone:
Facsimile:

**BANK OF AMERICA, N.A.,**
as Agent
("Agent")

By:_____
Name: Louis Alexander
Title: SVP

**Address for notices to Agent:**
Bank of America, N.A.
335 Madison Avenue
New York, New York 10017
Attention: Business Credit-
Account Executive
Telephone: (704) 503-7230
Telecopy: (704) 503-7899