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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

10/3/03

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

<p>1. Name of conveying party(ies):</p> <p>The Sheridan Group Holding Company</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-Delaware  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Fleet National Bank 7111 Valley Green Road Fort Washington, PA 19034</p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association: _____  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input type="checkbox"/> Corporation: _____  <input checked="" type="checkbox"/> Other: National Banking Association _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) &amp; addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other: _____</p> <p>Execution Date: <u>August 21, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):  <u>76/468,031 - THE SHERIDAN GROUP</u>  <u>76/417,868 - DIGITAL EXPERT and Design</u>  <u>76/476,438 - STRIVE FOR SMILES (Stylized)</u>  <u>76/476,437 - STRIVING FOR YOUR SMILE! (Stylized)</u>  <u>76/476,436 - STRIVE FOR SMILES! (Stylized)</u></p> <p>B. Trademark Reg. No.(s):  <u>1,437,516 - DURO SHEEN</u>  <u>1,302,016 - BOOKCRAFTERS B and Design</u></p> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Cheryl L. Slipski, Esq. Drinker Biddle &amp; Reath LLP One Logan Square 18<sup>th</sup> &amp; Cherry Streets Philadelphia, PA 19103-6996</p> <p>Attorney Docket No. <u>188246</u></p>	<p>6. Total number of applications and registrations involved: <u>7</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$190.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: <u># 500-573</u></p>
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DO NOT USE THIS SPACE

<p>9. 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.</p> <p><u>Cheryl L. Slipski</u> Name of Person Signing</p> <p><u>[Signature]</u> Signature</p> <p><u>September 25, 2003</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: <u>5</u></p>	<p>OFFICE OF PATENT RECORDS 2003 OCT -3 AM 59 FINANCE SECTION</p>
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OMB No. 651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:  
**10/06/2003 LNUELLER 00000054 500573 76460031 Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

01 FC:AS21 40.00 BA  
02 FC:AS22 150.00 BA  
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TRADEMARK  
REEL: 002839 FRAME: 0206

**ADDITIONAL NAMES OF CONVEYING PARTIES**

The Sheridan Group, Inc.  
A Maryland Corporation

Sheridan Books, Inc.  
A Delaware Corporation

## 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 Fleet National Bank, 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 COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

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


The Sheridan Group Holding Company

By:   
Name:  
Title:

The Sheridan Group, Inc.

By:   
Name:  
Title:

Sheridan Books, Inc.

By:   
Name:  
Title:

Schedule I

**REGISTERED TRADEMARKS**

<b>Reg. No.</b>	<b>Country</b>	<b>Mark</b>	<b>Owner</b>	<b>Registration Date</b>
1437516	USA	DURO SHEEN	Sheridan Books	4/21/87
1302016	USA	BOOKCRAFTERS_B (and Design)	Sheridan Books	10/23/84

**TRADEMARK APPLICATIONS**

<b>Serial No.</b>	<b>Country</b>	<b>Mark</b>	<b>Owner</b>	<b>Application Date</b>
76/468031	USA	The Sheridan Group	The Sheridan Group Holding Company	11/19/02
76/417868	USA	Digital Expert (and Design)	Company	6/7/02
76/476438	USA	Strive For Smiles (Stylized)	Sheridan Books	12/16/02
76/476437	USA	Striving For Your Smile! (Stylized)	Sheridan Books	12/16/02
76/476436	USA	Strive For Smiles! (Stylized)	Sheridan Books	12/16/02