

FORM PTO-1594 **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY Patent and Trademark Office

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

1. Name of conveying Party(ies):
 Name: Heidelberg Web Systems, Inc.

Individual Association
 General Partnership Limited Partnership

Corporation - Delaware
 Other _____

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

2. Name and Address of receiving Party(ies):
 Name: U.S. Bank, N.A., as Collateral Agent

Internal Address: _____
 Street Address: 60 Livingston Avenue
 City: St. Paul State: MN Zip Code 55107-2292

Individual(s) Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation -
 Other National Banking Association

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Grant of Trademark Security Interest

Execution Date: August 6, 2004

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

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

B. Trademark Registration No.(s)
 See Exhibit A attached hereto

Additional sheet attached? Yes No

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

Marie A. Lavalleye, Esq.
 Covington & Burling
 1201 Pennsylvania Avenue, N.W.
 Washington, D.C. 20004

Attorney Docket No. 027943.00001

6. Total number of applications and registrations involved: 25

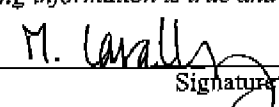
7. Total fee (37 CFR 3.41).....\$640.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account No.: 03-3412

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.

Marie A. Lavalleye  8-17-04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 15

CH \$640.00 033412 1814720

EXHIBIT A**HEIDELBERG WEB SYSTEMS, INC.**
U.S. REGISTRATIONS**Registration No.****Mark**

1,814,720	MERCURY
2,491,777	MAINSTREAM
2,497,502	NEWSSTREAM
2,497,501	TRISTREAM
2,497,504	PRINTSTREAM
2,491,778	STARSTREAM
2,497,503	ADSTREAM
2,499,410	WORDSTREAM
2,472,505	AUTOWEBUP
2,577,036	SUNDAY
2,673,757	OMNICON
2,682,490	TELE-COLOR
1,291,924	DENSI-CONTROL
1,826,123	MINITAB
2,389,009	PACESETTER
2,258,831	SURE GRIP
2,622,553	UNIVERSALBINDER
2,577,510	NP
2,465,819	MAGNAPAK
2,603,671	ECLIPSE
2,471,678	MAGNABIND
2,263,933	OLYMPIAN
871,227	SHERIDAN
824,837	MACEY
815,445	MACEYMATIC

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HEIDELBERG WEB SYSTEMS, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, GOSS INTERNATIONAL CORPORATION, a Delaware corporation ("**Company**"), **GOSS GRAPHIC SYSTEMS LIMITED**, a company organized under the laws of England ("**Goss UK**"), and **GIC REALTY, INC.**, a Delaware corporation ("**GIC Realty**"), have entered into the Third Amended and Restated Credit Agreement dated as of August 6, 2004 with the financial institutions acting as lenders listed on the signature pages thereof and U.S. Bank, N.A., as Collateral Agent (said Third Amended and Restated Credit Agreement as it may be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"; capitalized terms used herein and not defined herein have the respective meanings assigned thereto in the Credit Agreement) pursuant to which Lenders have continued certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of August 6, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, U.S. Bank, N.A., as Collateral Agent for and representative of the Lenders (in such capacity, "Secured Party"), and the other grantors named therein, Grantor has agreed to continue in favor of Secured Party a perfected security interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby continues the grant to Secured Party of a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of

such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of August 6, 2004.

HEIDELBERG WEB SYSTEMS, INC.

By: 
Name: Joseph P. Gaynor, III
Title: President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

See Attached

HEIDELBERG WEB SYSTEMS, INC.
U.S. AND FOREIGN TRADEMARKS AND APPLICATIONS

Country	Trademark	Filing No	Registration No	Date of Registration
AR	MERCURY	1800762	1817604	02-Oct-96
AT	MERCURY	1893481		
AT	MERCURY	571 555	571 555	31-Jul-91
AU	MERCURY	554217	A554217	24-Mar-93
BR	MERCURY	816248141		
BX	MERCURY	782992	498611	09-Jan-91
BX	MERCURY	571 555	571 555	31-Jul-91
CA	MERCURY	681,141	438,04	20-Jan-95
CH	MERCURY	25671911.0		
CH	MERCURY	571 555	571 555	31-Jul-91
CN	MERCURY	91020893	582682	30-Apr-92
DE	MERCURY	H 646127	2009368	01-Feb-91
DK	MERCURY	348781		
ES	MERCURY	1834874		
ES	MERCURY	571 555	571 555	31-Jul-91
FI	MERCURY	2883091	130729	21-Feb-94
FR	MERCURY	281 667	1696737	19-Apr-91
FR	MERCURY	571 555	571 555	31-Jul-91
GB	MERCURY	1461989	1461989	11-Dec-92
GR	MERCURY	103760	103760	17-Jul-98
HK	MERCURY	2758091	0087483	20-Nov-90
HU	MERCURY	571 555	571 555	31-Jul-91
IB	MERCURY	571 555	571 555	31-Jul-91
ID	MERCURY	A-13104	317904	28-Nov-94
IE	MERCURY	912468	147429	20-Nov-90
IL	MERCURY	79544	T79544	02-Feb-94
IN	MERCURY	551060	551060	
IT	MERCURY	571 555	571 555	31-Jul-91
JP	MERCURY	46-55091	2 712288	28-Aug-95
KR	MERCURY	129861991	249211	08-Sep-92
LI	MERCURY	571 555	571 555	31-Jul-91
MX	MERCURY	117205		
MY	MERCURY	9102262		
NO	MERCURY	912157		
NZ	MERCURY	208819	208819	24-Mar-95
PT	MERCURY	571 555	571 555	31-Jul-91

RO	571 555	31-Jul-91
SE	81-04-01	05-Aug-83
SG	430091	31-Jul-91
SU	571 555	28-Mar-91
TR	2000368	04-Jan-94
US	74932533	
VE	11561	01-Mar-95
ZA	913002	30-Nov-94
AR	1600753	
AT	188291	31-Jul-91
AT	571554	24-Mar-93
AU	554218	03-Jan-82
BX	762894	31-Jul-91
BX	571554	23-Oct-92
CA	681105	
CH	25661991.8	31-Jul-91
CH	571554	14-Dec-01
CL	178976	31-Jul-91
CS	571554	24-Jan-91
CS	H646137	18-Dec-82
DE	264791	31-Jul-91
DK	571554	19-Apr-91
ES	281 658	31-Jul-91
FR	571554	19-Jul-01
FR	103 751	20-Nov-90
GR	275981	31-Jul-91
HK	571554	31-Jul-91
HU	571554	29-Dec-94
IB	571554	13-Oct-88
ID	530281	02-Feb-84
IE	912045	31-Jul-91
IL	78545	31-Jul-91
IT	571554	31-Jul-91
LI	571554	10-Mar-81
MY	9102261	29-Oct-92
NO	912169	31-Jul-91
NO	571554	31-Jul-91
PT	571554	31-Jul-91
RO	571554	19-Nov-92
RU	571554	20-Mar-91
SE	91-04-02	20-Nov-90
TR	2000306	09-Jul-89
VE	1153691	07-Aug-01
VE	913003	05-Aug-99
ZA	H597437	14-Oct-90
DE	1006166	10-Mar-99
CA	9001999	18-Apr-01
CH	990050155	07-Jul-00
CH	398 65 048.9	29-Sep-99
CN	1143189	25-Sep-01
DE	T1-989-38 827	
EM	40-1689-0004271	
JP	455834	
KR	75977.822	
US	2,491,777	

CA	Newsstream	1088166	463537	29-Jul-99
CH	Newsstream	90671999	1454607	07-Oct-00
CN	Newsstream	9900046637	398 66 006	08-Jan-99
DE	Newsstream	398 66 006.007	1143205	18-Apr-01
EM	Newsstream	1143205	4388427	02-Jun-00
JP	Newsstream	T1999-39 551	456928	29-Sep-99
KR	Newsstream	40-1999-0004265	2,497,502	16-Oct-01
US	Newsstream	75677,851	463532	29-Jul-99
CA	Tristream	1088162	1454608	07-Oct-00
CH	Tristream	90171999	398 66 009	21-Dec-98
CN	Tristream	9900046639	1143304	18-Apr-01
DE	Tristream	398 66 009.3	4388430	02-Jun-00
EM	Tristream	1143304	456929	29-Sep-99
JP	Tristream	T1999-39 554	2,497,501	16-Oct-01
KR	Tristream	40-1999-0004266	564,547	10-Jul-02
US	Tristream	75677,850	463533	29-Jul-99
CA	Printstream	1088167	1482701	26-Nov-00
CH	Printstream	90271999	398 66 007	13-Jan-99
CN	Printstream	9900046639	1143346	18-Apr-01
DE	Printstream	398660077	4388428	02-Jun-00
EM	Printstream	1143346	456930	29-Sep-99
JP	Printstream	T1999-39 552	2,497,504	16-Oct-01
KR	Printstream	40-1999-0004267	463543	29-Jul-99
US	Printstream	75677866	1454609	07-Oct-00
CA	Starstream	1088163	398 66 010	21-Dec-98
CH	Starstream	90371999	1143312	18-Apr-01
CN	Starstream	9900046640	4388429	02-Jun-00
DE	Starstream	398 66 010.7	456931	29-Sep-99
EM	Starstream	1143312	2,491,778	25-Sep-01
JP	Starstream	T1999-39 553	463536	29-Jul-99
KR	Starstream	40-1999-0004268	145610	07-Oct-00
US	Starstream	75677,864	398 66 011	21-Dec-98
CA	Adstream	1088164	1143288	18-Apr-01
CH	Adstream	90571999		
CN	Adstream	9900046641		
DE	Adstream	398 66 011.507		
EM	Adstream	1143288		

JP	Adstream	T1998-99 660	4388428	02-Jun-00
KR	Adstream	40-1999-0004268	465632	29-Sep-99
US	Adstream	75677,865	2,497,503	16-Oct-01
CA	Wordsream	1008165		
CH	Wordsream	9041989	463636	29-Jul-99
CN	Wordsream	9900046642	1454608	07-Oct-00
DE	Wordsream	398 66 012,307	398 66 012	21-Dec-98
EM	Wordsream	1143239	1143239	18-Apr-01
JP	Wordsream	T1999-99 555	4388431	02-Jun-00
KR	Wordsream	40-1999-0004270	455633	29-Sep-99
US	Wordsream	75677,867	2,499,410	23-Oct-01
CA	AUTOWEBUP	1015373	562,465	24-Mar-02
CH	AUTOWEBUP	11531699	463406	26-Jul-99
DE	AUTOWEBUP	398665125	398 66 512	08-Jan-99
EM	AUTOWEBUP	1186986	1171461	18-Apr-01
JP	AUTOWEBUP	T1999-41 535		23-Jun-00
US	AUTOWEBUP	75703,472	2,472,505	24-Jul-01
CA	SUNDAY	1016953	559,919	07-Mar-02
CH	SUNDAY	11547899	463409	26-Jul-99
DE	SUNDAY	398 70 918,107	398 70 918	30-Mar-98
EM	SUNDAY	1171461	1171461	18-Apr-01
JP	SUNDAY	T1998-44 174	4,493,132	19-Jul-01
US	SUNDAY	75723,450	2,677,036	11-Jun-02
AU	Omnicast	843730	843730	22-Dec-00
CA	Omnicast	1068902		
CH	Omnicast	87272000	481203	05-Feb-01
DE	Omnicast	300 07 618,509	300 07 618	10-Apr-00
EM	Omnicast	1770809	1770809	24-Oct-01
JP	Omnicast	2000-84801	4432834	09-Feb-01
US	Omnicast	76703,104	2,673,757	14-Jan-03
AU	Tele-Cast	866913	866913	16-Jul-01
CA	Tele-Cast	1094533	591,139	09-Mar-03
CH	Tele-Cast	755 398	755 398	28-Feb-01
CN	Tele-Cast	755 398	755 398	28-Feb-01
DE	Tele-Cast	300 65 900,807	30065900	20-Nov-00
FR	Tele-Cast	755 398	755 398	28-Feb-01
GB	Tele-Cast	755 398	755 398	28-Feb-01
IB	Tele-Cast	755 398	755 398	28-Feb-01
JP	Tele-Cast	755 398	755 398	28-Feb-01
LI	Tele-Cast	755 398	755 398	28-Feb-01
MX	Tele-Cast	473369	698188	30-Apr-01
MX	Tele-Cast	473370	698189	30-Apr-01
US	Tele-Cast	76217,838	2,882,490	04-Feb-03
FR	DENSICONTROL	02 3 157 478	02 3 157 478	04-Apr-02
GB	DENSICONTROL	2296626	2296626	13-Sep-02
IT	DENSICONTROL	M2002003437		
US	DENSICONTROL	390,666	1,281,824	28-Aug-94
FR	TELE-COLOR	1197789	1197789	09-Mar-92
CA	MINITAB	731,156	445356	21-Jul-95
US	MINITAB	74696,746	1826123	15-Mar-94

Country	Trademark	Filing No	Registration No	Date of Registration
FR	Mantoux	654615	1489767	15-Sep-88
AR	Pacesetter	2112040	1720949	11-Feb-89
AR	Pacesetter	2112041	1747376	02-Aug-89
AU	Pacesetter	747234		
BR	Pacesetter	820339394		
BR	Pacesetter	820339369		
CA	Pacesetter	660,148	556,832	07-Nov-00
CH	Pacesetter	397 22 242	698763	30-Oct-97
DE	Pacesetter	397222424	39722242	04-Aug-97
FR	Pacesetter	397 22 242	698763	30-Oct-97
GB	Pacesetter	397 22 242	698763	30-Oct-97
HK	Pacesetter	9715372	2000B03051	21-Feb-00
HK	Pacesetter	6716373	1999B11589	22-Sep-99
IB	Pacesetter	397 22 242	698763	30-Oct-97
ID	Pacesetter	D97 24851	482147	22-Sep-99
ID	Pacesetter	D97 24852	432148	22-Sep-99
IT	Pacesetter	397 22 242	698763	30-Oct-97
JP	Pacesetter	175 40567	4982747	12-Mar-80
KR	Pacesetter	6203971997	483523	14-Dec-88
KR	Pacesetter	5205941897		
LJ	Pacesetter	397 22 242	698763	30-Oct-97
MX	Pacesetter	313946	570929	26-Feb-98
MX	Pacesetter	313947		
MY	Pacesetter	97116376		
MY	Pacesetter	97116374		
NZ	Pacesetter	284168	284169	16-Mar-97
NZ	Pacesetter	284170	284170	21-Jun-89
SG	Pacesetter	1323097	T97132301	
SG	Pacesetter	1322897		
TH	Pacesetter	348922	116110	16-Mar-97
TH	Pacesetter	348927	KOR148021	16-Mar-97
TW	Pacesetter	66768556	896666	16-Jul-00
TW	Pacesetter	86058553	861109	01-Aug-89
US	Pacesetter	757387,731	2389009	26-Sep-00
DE	Perfect Binder	397 22 248,2	397 22 243	26-Mar-98
DE	Universal Binder	397 22 244,0	397 22 244	18-Mar-97
AR	Sure Grip	2112042	1720950	11-Feb-89
AR	Sure Grip	2112043	1720951	11-Feb-89
AU	Sure Grip	747233	747233	25-Jun-89
BR	Sure Grip	620339350		
CA	Sure Grip	660,147		
CH	Sure Grip	397 22 245	698762	30-Oct-97
CN	Sure Grip	397 22 245	698762	04-Aug-97
DE	Sure Grip	397222459	39722245	30-Oct-97
FR	Sure Grip	397 22 245	698762	
GB	Sure Grip	397 22 245	698762	
HK	Sure Grip	9716374		

IB	Sure Grip	397 22 245	698782	30-Oct-97
ID	Sure Grip	D87-24650	438419	10-Feb-00
ID	Sure Grip	D97-24949	432146	22-Sep-99
IT	Sure Grip	397 22 245	698782	30-Oct-97
JP	Sure Grip	175 40897	4 244 655	26-Feb-99
JP	Sure Grip	175 40797	4386326	26-Mar-00
KR	Sure Grip	520601997	439524	14-Dec-98
KR	Sure Grip	40-1697-0632061	440665	04-Feb-99
LI	Sure Grip	387 22 245	698782	30-Oct-97
MX	Sure Grip	313949	570930	26-Feb-98
MX	Sure Grip	313949	570981	26-Feb-98
MY	Sure Grip	97116373		
MY	Sure Grip	97116372		
NZ	Sure Grip	284187	284167	10-Mar-99
NZ	Sure Grip	284188	284168	10-Mar-99
SG	Sure Grip	1322097	787132281	10-Mar-97
SG	Sure Grip	1322787	79713227J	
TW	Sure Grip	86050559	880844	01-Feb-00
TW	Sure Grip	86058559	855332	16-Jun-99
US	Sure Grip	75637731	2,259,831	08-Jul-99
AR	Universalbinder	2146290	1738835	03-Jun-99
AR	Universalbinder	2146291		25-Jun-99
AU	Universalbinder	758725	620794333	17-Jul-01
BR	Universalbinder	820794333		
BR	Universalbinder	820794325		
CA	Universalbinder	881,688	586,977	12-Aug-03
CH	Universalbinder	62501998		
CN	Universalbinder	980039360		
CZ	Universalbinder	132008	223735	19-Apr-03
DE	Universalbinder	398 04 218 707	398 04 218	18-Sep-01
FR	Universalbinder	98725 249	98 72524B	27-Mar-98
GB	Universalbinder	2151730	2151730	08-Jun-01
HK	Universalbinder	9803574	4721	24-Apr-01
ID	Universalbinder	D88 08284	498556	10-Feb-00
ID	Universalbinder	D88 08283	438555	10-Feb-00
IT	Universalbinder	MIBBC-007435	845574	23-Mar-01
JP	Universalbinder	63 84630	4 323 851	09-Oct-99
KF	Universalbinder	79471988	453985	01-Sep-99
MX	Universalbinder	340452	622522	17-Sep-99
MX	Universalbinder	340453	621499	31-Aug-99
MY	Universalbinder	BB038663		
TW	Universalbinder	67032968	891919	01-Feb-00
TW	Universalbinder	87032967	881074	24-Sep-02
US	Universalbinder	754744679	2,622,563	

