

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Central Florida Press, LLC		12/01/2005	LIMITED LIABILITY COMPANY:
Matlet Group, LLC		12/01/2005	LIMITED LIABILITY COMPANY:
Acme Printing Company, LLC		12/01/2005	LIMITED LIABILITY COMPANY:
Premedia Services of Detroit, LLC		12/01/2005	LIMITED LIABILITY COMPANY:
Packaging Graphics, LLC		12/01/2005	LIMITED LIABILITY COMPANY:
Nova Marketing Services, LLC		12/01/2005	LIMITED LIABILITY COMPANY:
PG Real Estate Holdings, LLC		12/01/2005	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent under Second Lein Loan Documents
Street Address:	401 Merritt Seven
Internal Address:	2nd Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1596925	CENTRAL FLORIDA PRESS

CORRESPONDENCE DATA

Fax Number: (202)282-5100

900039191

**TRADEMARK
 REEL: 003221 FRAME: 0824**

CH \$40.00 1596925

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-282-5202
Email: eanderson@winston.com
Correspondent Name: Winston & Strawn LLP
Address Line 1: 1700 K Street, N.W.
Address Line 2: Allan A. Fanucci, Patent Department
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-3817

ATTORNEY DOCKET NUMBER:	80034-1140
NAME OF SUBMITTER:	Allan A. Fanucci
Signature:	/aaf/
Date:	01/06/2006

Total Attachments: 9

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**SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

This SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 1, 2005, is entered into by and among Matlet Group, LLC, a Delaware limited liability company ("Holdings"), Acme Printing Company, LLC, a Massachusetts limited liability company ("Massachusetts Borrower"), Central Florida Press, LLC, a Florida limited liability company ("Florida Borrower"), Premedia Services of Detroit, LLC, a Michigan limited liability company ("Michigan Borrower"), Packaging Graphics, LLC, a Rhode Island limited liability company ("Rhode Island Borrower"), Nova Marketing Services, LLC, a Missouri limited liability company ("Missouri Borrower"), and PG Real Estate Holdings, LLC, a Rhode Island limited liability company ("Real Estate Borrower") (Holdings, Massachusetts Borrower, Florida Borrower, Michigan Borrower, Rhode Island Borrower, Missouri Borrower and Real Estate Borrower are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), and General Electric Capital Corporation, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Second Lien Credit Agreement of even date herewith by and among Grantors, Agent and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to make certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Agent and Lenders to extend such financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Second Lien Security Agreement of even date herewith made by Grantors in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Patent, Trademark and Copyright Security Agreement. These Recitals shall be construed as part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, mortgages and pledges to Agent, for the benefit of Agent and Lenders, a security interest upon all its right, title and interest in, to and under the following property,

whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

- (a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and
- (f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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.

4. **INTERCREDITOR AGREEMENT. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 1, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN GENERAL ELECTRIC CAPITAL CORPORATION, AS SENIOR AGENT (AS DEFINED THEREIN), AND GENERAL ELECTRIC CAPITAL CORPORATION, AS JUNIOR AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE JUNIOR AGENT, FOR THE BENEFIT OF THE JUNIOR SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT), PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE JUNIOR**


AGENT AND THE OTHER JUNIOR SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"


MATLET GROUP, LLC

By: 
Name: Gary Stiffler
Title: Pres.


ACME PRINTING COMPANY, LLC

By: 
Name: Gary Stiffler
Title: Pres.


CENTRAL FLORIDA PRESS, LLC

By: 
Name: Gary Stiffler
Title: Pres.


PREMEDIA SERVICES OF DETROIT, LLC

By: 
Name: Gary Stiffler
Title: Pres.

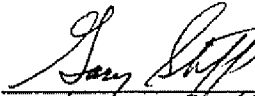
PACKAGING GRAPHICS, LLC

By: 
Name: Gary Stiffler
Title: Pres.

NOVA MARKETING SERVICES, LLC

By: 
Name: Gary Stupp
Title: Pres.

PG REAL ESTATE HOLDINGS, LLC

By: 
Name: Gary Stupp
Title: Pres.

“Agent”

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

NOVA MARKETING SERVICES, LLC


By: _____
Name: _____
Title: _____

PG REAL ESTATE HOLDINGS, LLC

By: _____
Name: _____
Title: _____

"Agent"

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____
Name: David L. Homme
Title: Duly Authorized Signatory

SECOND LIEN IP SECURITY AGREEMENT

TRADEMARK
REEL: 003221 FRAME: 0831

SCHEDULE I
to
SECOND LIEN PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

PART A – PATENTS

<u>HOLDINGS</u>	<u>MASSACHUSETTS BORROWER</u>	<u>FLORIDA BORROWER</u>
None	None	None
<u>MICHIGAN BORROWER</u>	<u>RHODE ISLAND BORROWER</u>	<u>MISSOURI BORROWER</u>
None	None	None
<u>REAL ESTATE BORROWER</u>		
None		

PART B – TRADEMARKS

<u>HOLDINGS</u>	<u>MASSACHUSETTS BORROWER</u>	<u>FLORIDA BORROWER</u>
None	None	Central Florida Press (Registration No. 1596925)
<u>MICHIGAN BORROWER</u>	<u>RHODE ISLAND BORROWER</u>	<u>MISSOURI BORROWER</u>
None	None	None

REAL ESTATE
BORROWER

None

PART C – COPYRIGHTS

HOLDINGS

None

MASSACHUSETTS
BORROWER

None

FLORIDA BORROWER

None

MICHIGAN BORROWER

None

RHODE ISLAND
BORROWER

None

MISSOURI BORROWER

None

REAL ESTATE
BORROWER

None

ASSIGNMENT OF TRADEMARK

WHEREAS, Quebecor World Central Florida Press, L.C., a Florida limited liability company (the "Assignor"), is owner of the following United States Trademark:

Central Florida Press, Registration Number 1,596,925; and

WHEREAS, Central Florida Press, LLC, a Florida limited liability company, for the benefit of itself, its successors and assigns (the "Assignee"), wishes to acquire said entire right, title and interest therein.

NOW, WITNESSETH, that for and in consideration of the sum of One Dollar and other valuable consideration paid onto the Assignor by the Assignee, the receipt of which in full is hereby acknowledged, the Assignor has sold, assigned and transferred and by these presents does sell, assign and transfer to the Assignee, its entire right, title and interest in and to said Trademark together with the good will of the business symbolized by said Trademark, the same to be held and enjoyed by the Assignee, to the full end of the term of said Trademark, and any reissues, renewal or extension thereof, as are or may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

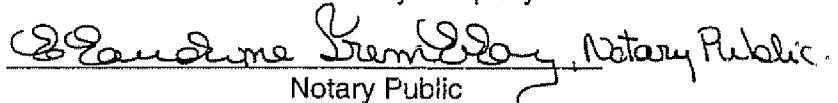
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer this ____ day of December, 2005

Quebecor World Central Florida Press, L.C.

By  _____

PROVINCE OF QUEBEC)
STATE OF _____)
COUNTRY CANADA) ss.
COUNTY OF _____)

On this 19 day of December, 2005, before me appeared HUGUES SIMARD, to me personally known, who, being by me duly sworn, did depose and say that he is PRESIDENT, COMMERCIAL GROUP of Quebecor World Central Florida Press, L.C., the limited liability company named in and which executed the foregoing instrument in writing; that said instrument was signed on behalf of said limited liability company; and he acknowledged said instrument to be the free and authorized act and deed of said limited liability company.


Notary Public