

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertis, Inc.		09/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spice Acquisition Corp.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1487113	SCENT-SATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	048448/0011		
NAME OF SUBMITTER:	Kirstie Howard		
Signature:	/kh/		
Date:	09/25/2006		

OP \$40.00 1487113

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of September 8, 2006 (the "Effective Date") among Vertis, Inc., a Delaware corporation ("Vertis"), Webcraft, LLC, a Delaware limited liability company ("Webcraft" and together with Vertis, "Assignor"), and Spice Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of September 5, 2006 (the "Asset Purchase Agreement") among Vertis, Webcraft and the Assignee, Assignor agrees to assign, transfer and convey all of Assignor's right, title and interest in and to the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Asset Purchase Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title and interest in and to (i) the marks listed on Schedule A hereto, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby ; (ii) all intellectual property rights (including copyrights) in any trade dress, graphics, artwork, advertising, promotional or packaging materials accompanying the use of the trademarks in clause (i); (iii) all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; (iv) all registrations, applications, recordings, renewals or similar legal protections for any of the foregoing; and (v) all rights to bring actions at law or in equity for the past, present and future infringements, dilutions, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto (clauses (i) – (v) collectively, the "Trademarks").

2. Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Trademarks, including in any claim, action, arbitration, suit, inquiry or proceeding.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date.

4. Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks in Assignee. Assignor hereby authorizes Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the Trademarks.

5. This Agreement may be executed in counterparts, including by facsimile, each of which shall be deemed an original, and each party thereto may become a party hereto by

executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument.

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

7. The covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring and are not intended to confer any rights on any other persons.

8. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective legal successors and permitted assigns of the parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

Dolores D. Selby
Witness: Dolores D. Selby

VERTIS, INC.

By: [Signature]
Name: John W. Howard, Jr.
Title: Secretary

Dolores D. Selby
Witness: Dolores D. Selby

WEBCRAFT, LLC

By: [Signature]
Name: John W. Howard, Jr.
Title: Secretary

SPICE ACQUISITION CORP.

Witness:

By: _____
Name: _____
Title: _____

SCHEDULE A

Registered Trademarks

U.S. Trademark Registrations/Applications	Country	Type	Status	Application Date	Serial Number	Issue Date	App. No.
"SCENT-SATIONAL"	US	Reg. for Service Mark	Issued	12/11/86	1487113	5/3/88	634908

Unregistered Trademarks

None.