

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barton Printing, Inc.		11/17/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allied Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	1919 Pennsylvania Avenue, NW		
<b>City:</b>	Washington		
<b>State/Country:</b>	DISTRICT OF COLUMBIA		
<b>Postal Code:</b>	20006		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2280229	APT	
Registration Number:	2141833	APT	
Registration Number:	2166786	APPLIED PRINTING TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9192868041		
<b>Email:</b>	pto_tmconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	032206.31NTBARTON2NDJES		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		

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Signature:	/John E. Slaughter/
Date:	12/01/2006
<b>Total Attachments: 4</b> source=NGSI-T Second Lien Barton#page1.tif source=NGSI-T Second Lien Barton#page2.tif source=NGSI-T Second Lien Barton#page3.tif source=NGSI-T Second Lien Barton#page4.tif	

THE LIEN AND SECURITY INTEREST EVIDENCED BY THIS NOTICE AND THE EXERCISE OF ANY RIGHT OR REMEDY BY SUCH LENDER IN RESPECT THERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 17, 2006 (AS AMENDED, SUPPLEMENTED, MODIFIED OR REPLACED FROM TIME TO TIME IN ACCORDANCE WITH THE TERM THEREOF (THE "INTERCREDITOR AGREEMENT") AMONG ALLIED CAPITAL CORPORATION, AS SENIOR AGENT, ALLIED CAPITAL CORPORATION, AS JUNIOR AGENT, ALLIED CAPITAL CORPORATION, AS CONTROL AGENT AND THE BORROWER (AS DEFINED THEREIN) AND GUARANTORS (AS DEFINED THEREIN) FROM TIME TO TIME A PARTY THERETO.

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Pledge and Security Agreement dated as of November 17, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Allied Capital Corporation, as Lender (the "Collateral Agent"), the undersigned Obligor has granted and hereby grants a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent, for the benefit of the Agents and the Lenders, subject to and upon the terms and conditions of the Agreement, which are incorporated herein by reference:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
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[see attached Schedule 1]

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
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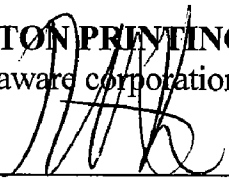
None.

The Obligors and the Collateral Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

**BARTON PRINTING, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

  
Robert Kashan  
President, Chief Executive Officer  
and Treasurer

Acknowledged and Accepted:

**ALLIED CAPITAL CORPORATION,**  
as Collateral Agent

By: \_\_\_\_\_

John Fruehwirth  
Managing Director

The Borrowers and the Collateral Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

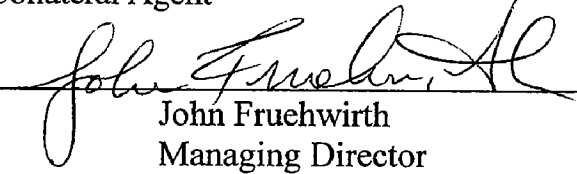
**BARTON PRINTING, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Robert Kashan  
President, Chief Executive Officer  
and Treasurer

Acknowledged and Accepted:

**ALLIED CAPITAL CORPORATION,**  
as Collateral Agent

By:   
John Fruehwirth  
Managing Director

**Schedule 1**

**Barton Printing, Inc.  
(Delaware Corporation)**

**U.S. Trademarks**

**Registered Marks**

Mark	Registration No.	Registration Date
APT	2280229	09/28/99
APT	2141833	03/10/98
APPLIED PRINTING TECHNOLOGIES	2166786	06/23/98

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