

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptara, Inc.		08/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center
Internal Address:	Attn: Brett Hyman
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	76145010	
Serial Number:	76145011	
Serial Number:	76145007	TECHBOOKS
Serial Number:	76145006	TECHBOOKS
Serial Number:	76145013	TECHBOOKS
Serial Number:	76145014	TECHBOOKS
Serial Number:	75278883	WHITMONT
Serial Number:	76206002	XMLPUBLISH
Serial Number:	78168750	YGS
Serial Number:	78168758	YGS YORK GRAPHIC SERVICES
Serial Number:	74327333	YORK'S XMATH
Serial Number:	74322911	YORK'S XTABLE
Serial Number:	77139377	POWERLEARN

OP \$490.00 76145010

Serial Number:	77136938	POWERREVIEW
Serial Number:	77136932	POWERTRACK
Serial Number:	77136927	POWERXEDITOR
Serial Number:	73555705	PUB NET
Serial Number:	77064615	APTARA
Serial Number:	77007818	

CORRESPONDENCE DATA

Fax Number: (301)654-6714
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3018411359
Email: brett.hyman@americancapital.com
Correspondent Name: American Capital Strategies, Ltd.
Address Line 1: 2 Bethesda Metro Center
Address Line 2: Attn: Brett Hyman
Address Line 4: Bethesda, MARYLAND 20814

NAME OF SUBMITTER:	Brett Hyman
Signature:	/Brett Hyman/
Date:	09/05/2007

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2007, by Aptara, Inc., a Delaware corporation (the "Grantor"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "Agent").

RECITALS:

A. Grantor, certain subsidiaries of Grantor, certain purchasers from time to time party thereto and the Agent have entered into a Third Amended and Restated Note and Equity Purchase Agreement dated as of August 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

B. The Grantor and such subsidiaries are party to a Pledge and Security Agreement dated as of August 15, 2005 and amended as of September 8, 2006, in favor of the Agent (as further amended, supplemented or otherwise modified from time to time, the "Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Agent to enter into the Purchase Agreement and to induce the Purchasers to amend and restate the Purchase Agreement on the date hereof, the Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest previously granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

APTARA, INC.
as Grantor

By:  _____

Name: RANJIT SINGH

Title: PRESIDENT & CHIEF EXECUTIVE OFFICER

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

APTARA, INC,
as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Agent

By:  _____

Name: EUGENE KRICHINSKY

Title: VICE PRESIDENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

- A. REGISTERED TRADEMARKS

- B. TRADEMARK APPLICATIONS

- C. TRADEMARK LICENSES

A. Registered Trademarks

U.S.	DESIGN (BOOK WITH FLIPPING PAGES)	Registered	76/145,010	12-Oct-00	2,707,590
U.S.	DESIGN (BOOK WITH FLIPPING PAGES)	Registered	76/145,011	12-Oct-00	2,714,128
U.S.	DESIGN (BOOK WITH FLIPPING PAGES)	Registered	76/145,007	12-Oct-00	2,627,391
U.S.	DESIGN (OPEN BOOK WITH FLIPPING PAGES)	Regd-DNR	76/145,006	12-Oct-00	2,577,711
U.S.	TECHBOOKS	Registered	76/145,013	12-Oct-00	2,630,205
U.S.	TECHBOOKS	Regd-DNR	76/145,014	12-Oct-00	2,577,712
U.S.	WHITMONT	Reg 8	75/278,883	7-Apr-97	2,206,612
U.S.	XMLPUBLISH	Reg SuppR	76/206,002	7-Feb-01	2,610,916
U.S.	YGS (AND DESIGN)	Regd-DNR	78/168,750	27-Sep-02	2,804,807
U.S.	YGS YORK GRAPHIC SERVICES (AND DESIGN)	Regd-DNR	78/168,758	27-Sep-02	2,897,075
U.S.	YORK'S XMATH	Renewed	74/327,333	2-Nov-92	1,775,090
U.S.	YORK'S XTABLE	Renewed	74/322,911	16-Oct-92	1,800,528

B. Trademark Applications

U.S.	POWERLEARN	Filed	77/139,377	23-Mar-07	
U.S.	POWERREVIEW	Filed	77/136,938	21-Mar-07	
U.S.	POWERTRACK	Filed	77/136,932	21-Mar-07	
U.S.	POWERXEDITOR	Filed	77/136,927	21-Mar-07	
U.S.	PUB NET	Aband Inst	73/555,705	27-Aug-85	1,424,311
U.S.	APTARA	Published	77/064,615	14-Dec-06	
U.S.	DESIGN (BLOCKS WITH ARROWS)	Published	77/007,818	26-Sep-06	

Pending Trademarks

U.S.	CLEARPATH	Proposed			
U.S.	D2D	Searched			
U.S.	DIRECT TO DELHI	Searched			
U.S.	POWEREDIT	Searched			
U.S.	RADIANT	Searched			

C. Trademark Licenses

None.

D. Foreign Trademarks

Australia	APTARA	Published	1173000	26-Apr-07
Brazil	APTARA	Filed	829.181.881	29-May-07
Brazil	APTARA	Filed	829.181.873	29-May-07
Brazil	APTARA	Filed	829.181.792	29-May-07
Canada	APTARA	Filed	1,345,050	26-Apr-07
China	APTARA	Filed		11-May-07
China	APTARA	Filed		11-May-07
China	APTARA	Filed		11-May-07
China	APTARA	Filed		11-May-07
China	APTARA	Filed		11-May-07
European Union	APTARA	Filed	5961735	1-Jun-07
India	APTARA	Filed	1555148	3-May-07
Mexico	APTARA	Filed	853145	8-May-07
Mexico	APTARA	Filed	853146	8-May-07
Mexico	APTARA	Filed	853147	8-May-07
Mexico	APTARA	Filed	853148	8-May-07
Taiwan	APTARA	Filed	96019227	26-Apr-07

15-Apr-03	31938-TM1003
6-May-03	31938-TM1004
1-Oct-02	31938-TM1009
11-Jun-02	31938-TM1008
8-Oct-02	31938-TM1006
11-Jun-02	31938-TM1007
1-Dec-98	31938-TM1002
20-Aug-02	31938-TM1010
13-Jan-04	31938-TM1016
26-Oct-04	31938-TM1017
8-Jun-93	31938-TM1011
26-Oct-93	31938-TM1012

	31938-TM1024
	31938-TM1022
	31938-TM1021
	31938-TM1023
6-Jan-87	31938-TM1005
	31938-TM1013
	31938-TM1001

	31938-TM1015
	31938-TM1018
	31938-TM1019
	31938-TM1020
	31938-TM1014

	31938-TM2003
	31938-TM2014
	31938-TM2015
	31938-TM2017
	31938-TM2004
	31938-TM2009
	31938-TM2010
	31938-TM2011
	31938-TM2012
	31938-TM2018
	31938-TM2001
	31938-TM2002
	31938-TM2005
	31938-TM2006
	31938-TM2007
	31938-TM2008
	31938-TM2013