

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
ABG Acquisition Corporation		02/20/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	Fourth Third LLC
Street Address:	375 Park Avenue
Internal Address:	Suite 3304
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2266344	ABG ADVANCENET
Registration Number:	2424793	ABG LITKIT
Registration Number:	2391476	ABG LETTERNET
Registration Number:	2385421	ABG IN-THE-MAIL
Registration Number:	2403859	ABG BILL-ME
Registration Number:	2420965	ABG ONCARD
Registration Number:	2391477	ABG VALUELINE
Registration Number:	2399781	ABG THUMBTABS
Serial Number:	75885922	ABG LETTERNET
Registration Number:	2516776	V ABG VALUELINE
Registration Number:	2491892	BILL-ME
Registration Number:	2389760	IN THE MAIL
Registration Number:	2387673	LIT KIT

CH \$365.00 2266344

Registration Number:

2389735

ONCARD

CORRESPONDENCE DATA

Fax Number: (404)572-5134

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

Phone: 404-572-4691

Email: jhannon@kslaw.com

Correspondent Name: James M. Hannon

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP - 34th Floor

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

13549.009003

NAME OF SUBMITTER:

James M. Hannon

Signature:

/James M. Hannon/

Date:

01/28/2008

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of February, 2007, among ABG Acquisition Corporation ("Grantor") and FOURTH THIRD LLC, a Delaware limited liability company (together with its successors, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, as borrower, and Lender, Lender is willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. In addition to those terms defined elsewhere in this Trademark Security Agreement, as used in this Agreement, the following terms shall have the following meanings:

(a) "Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the United States Bankruptcy Code or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

(b) "Intellectual Property Licenses" means rights under or interests in any patent, trademark, copyright or other intellectual property, including software license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement.

(c) "Trademarks" means trademarks, trade names, trademark applications, service marks, service mark applications, and also includes (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) 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;

(c) all renewals or extensions of the foregoing;

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

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. GRANTOR REMAINS LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

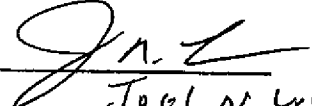
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ABG ACQUISITION CORPORATION

By: _____

Name: _____

Title: _____

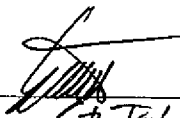

John N. Luce
CEO

Trademark Security Agreement Signature Page

TRADEMARK
REEL: 003704 FRAME: 0962

ACCEPTED AND ACKNOWLEDGED BY:

FOURTH THIRD LLC, as Lender

By: 
Name: Soh Taha
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

1. U.S. Trademarks

(a) Owned and Registered

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG ADVANCENET	2266344	08/03/1999	08/03/2009
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	75385390	11/04/1997	Registration canceled under Section 8

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG LITKIT	2424793	01/30/2001	01/30/2011
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	75783758	08/24/1999	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG LETTERNET	2391476	10/03/2000	10/03/2010
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	75783757	08/24/1999	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG IN-THE-MAIL	2385421	09/12/2000	09/12/2010
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	75783756	08/24/1999	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG BILL-ME	2403859	11/14/2000	11/14/2010
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	75783755	08/24/1999	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG ONCARD	2420965	01/16/2001	01/16/2011
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	75783759	08/24/1999	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG VALUELINE	2391477	10/03/2000	10/03/2010
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	75783760	08/24/1999	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG THUMBTABS	2399781	10/31/2000	10/31/2010
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	75783761	08/24/1999	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG LETTERNET	N/A	N/A	N/A
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Design plus words	75885922	01/03/2000	Abandoned-Failure to Respond or Late Response

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
V ABG VALUELINE	2516776	12/11/2001	12/11/2011
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Design plus words	76059415	05/30/2000	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
BILL-ME	2491892	09/25/2001	09/25/2011
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Design plus words	75798466	09/14/1999	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
IN THE MAIL	2389760	09/26/2000	09/26/2010
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Design plus words	75798465	09/14/1999	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
LIT KIT	2387673	09/19/2000	09/19/2010
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Design plus words	75798464	09/14/1999	Active

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ONCARD	2389735	09/26/2000	09/26/2010
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Design plus words	75783762	08/24/1999	Active

(b) Owned and Unregistered

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG OnTarget	N/A	N/A	N/A
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	N/A	N/A	N/A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG XDocument	N/A	N/A	N/A
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	N/A	N/A	N/A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG Xvector	N/A	N/A	N/A
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	N/A	N/A	N/A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG HealthForms.com	N/A	N/A	N/A
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	N/A	N/A	N/A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG KitNet	N/A	N/A	N/A
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	N/A	N/A	N/A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG Interactive Fulfillment	N/A	N/A	N/A
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	N/A	N/A	N/A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ABG Enrollment Advantage	N/A	N/A	N/A
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only	N/A	N/A	N/A

2. State Trademarks (Registered)

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
ADVANCE BUSINESS GRAPHICS	4033633	06/06/2005	06/06/2010
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
Words only			Active

3. Trade Names

- a. Great American Printing Company
- b. ABG Marketing and Business Communications