

03-20-2008

RECORDATIO  
TRADE



Atty. Docket No.: 179898

3-17-08

To the Director of the U.S. Patent and Trademark Office

103490836

For the new address(es) below.

1. Name of conveying party(ies):

ANACOMP CANADA INC.



- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation- State: Toronto, Canada
- Other

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s):

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date(s): March 12, 2008

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached?  Yes  No

Name: OBSIDIAN LLC

Internal Address:

Street Address: 2951 28th Street

City: Santa Monica

State: CA

Country: U.S.A. Zip: 90405

Association Citizenship

General Partnership Citizenship

Limited partnership Citizenship

Corporation Citizenship U.S.A.

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
**See Schedule A attached.**

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sean S. Wooden  
**ANDREWS KURTH LLP**  
I.P. DEPARTMENT  
1350 I Street, NW  
Suite 1100  
Washington, DC 20005

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 2.6(b)(6) & 3.41):.....\$ 880.00

- Enclosed - Any excess of insufficient funds should be credited or deposited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

**50-2849**

(Attach duplicate copy of this page if paying by deposit account)

9. Signature:

Sean S. Wooden, Reg. No. 43,997  
Name of Person Signing

March 17, 2008  
Date

Total number of pages including cover sheet, attachments, and document: 42

**SCHEDULE A**

**SERIAL NUMBER GOODS**

**TRADEMARK**

**REEL: 003747 FRAME: 0360**

**SCHEDULE A TO  
GENERAL SECURITY AGREEMENT**

Year	Make/Model	Serial Number	Cost New USD	Liability	Personal Injury Protection	Medical Payments	Uninsured Motorist	Underinsured Motorists	Rental Reimbursement	Comprehensive Deductible	Collision Deductible
1990	Ford Astro Van	1FMCA11U6LZA73709	\$ 12,469	✓			✓	✓		\$ 1,000	\$ 1,000
1996	Chevrolet Astro Van	1GCDM19W3TB172132	\$ 19,176	✓			✓	✓		\$ 1,000	\$ 1,000
1999	Chevrolet Astro Ext.	1GCDM19W9XB125824	\$ 19,753	✓			✓			\$ 1,000	\$ 1,000
1994	Ford F-150 Pickup	1FTDF15Y3RNA36365	\$ 12,266	✓			✓			\$ 1,000	\$ 1,000
1999	Chevrolet S-10 Pickup	1GCCS14WXS8042790	\$ 10,395	✓	✓		✓			\$ 1,000	\$ 1,000
1995	Ford Windstar Van	2FMZA5248XBB52856		✓			✓	✓		\$ 1,000	\$ 1,000

**SCHEDULE B**

**LOCATIONS**

1. Anacomp Canada, Inc.  
199 Bay St.  
Commerce Court West  
Parking Level 3, Data Level 2  
Toronto, ON M5L1A2  
Canada

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Data Centre and Canada Main Office

2. Lason  
555 Richmon Street W  
8th Floor  
Toronto, ON M5V3B1

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Customer location with inventory dedicated in support of COM equipment at Lason.

3. Self Stor  
55 Kelfield Street  
Unit 110  
Etobicoke, ON M9W5A3

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Central storage location for Canada inventory.

Main contact in Canada:

E. Ralph Koolma  
Service Manager  
Anacomp Canada Inc.  
Tel 416-980-6452  
Fax 416-980-3634  
Cell 416-726-4617

[ekoolma@anacomp.com](mailto:ekoolma@anacomp.com)

**SCHEDULE C**

**INTELLECTUAL PROPERTY**

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## Trademark Status Report

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
ALVA	Registered	318694/CA/	500852 Legacy Log: T03593CA0	17-Sep-1998 Resp.Off.: SD	Next Renewal	17-Sep-2013
ANACOMP	Registered	318694/AU/	526361 A526361 Legacy Log: T03658AU0	03-Jan-1997 Resp.Off.: SD	Next Renewal	03-Jan-2017
ANACOMP	Registered	318694/AU/2/	526363 A526363 Legacy Log: T03661AU0	03-Jan-1997 Resp.Off.: SD	Next Renewal	03-Jan-2017
ANACOMP	Registered	318694/BR/	815496478 Legacy Log: T03658BR0	28-Jan-1992 Resp.Off.: SD	Next Renewal	28-Jan-2012
ANACOMP	Registered	318694/BR/2/	815496486 Legacy Log: T03661BR0	17-Mar-1992 Resp.Off.: SD	Next Renewal	17-Mar-2012
ANACOMP	Registered	318694/CA/2/	610292 368518 Legacy Log: T03657CA0	11-May-1990 Resp.Off.: SD	Next Renewal	11-May-2020

TRADEMARK

REEL: 003747 FRAME: 0365

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
ANACOMP	Registered		00141/1990	08-Jan-1990		
Country: Denmark	318694/DK/		1864/1991	29-Mar-1991	Next Renewal	29-Mar-2011
Owner:	Legacy Log: T03657DK0			Resp.Off.: SD		
Product:						
Classes: 009,037						
ANACOMP	Registered		T199106182	20-Dec-1991		
Country: Finland	318694/FI/		126390	21-May-1993	Next Renewal	21-May-2013
Owner: ANACOMP, INC.	Legacy Log: T03657FI0			Resp.Off.: SD		
Product:						
Classes: 009,037						
ANACOMP	Registered		1458143	30-Mar-1998	Next Renewal	29-Mar-2008
Country: France	318694/FR/2/			Resp.Off.: SD		
Owner:	Legacy Log:					
Product:						
Classes: 035,001,009,016,002						
ANACOMP	Registered		900139	05-Jan-1990		
Country: Ireland	318694/IE/		136197	05-Jan-1997	Next Renewal	04-Jan-2017
Owner: ANACOMP, INC.	Legacy Log: T03658IE0			Resp.Off.: SD		
Product:						
Classes: 009						
ANACOMP	Registered		2551192	30-Jun-1993	Next Renewal	30-Jun-2013
Country: Japan	318694/JP/			Resp.Off.: SD		
Owner:	Legacy Log: T03664JP0					
Product:						
Classes: 009						
ANACOMP	Registered		2448502	31-Aug-1992	Next Renewal	31-Aug-2012
Country: Japan	318694-150544/JP/			Resp.Off.: SD		
Owner:	Legacy Log: T03663JP0					
Product:						
Classes: 001,009						



Trademark	Status	App Number	App Date	Client Ref Number	Due Date(s)
	Client-Matter/SubCase	Reg Number	Reg Date	All Actions	
ANACOMP	Registered				
Country: Norway	318694/NO/	156989	10-Jun-1993	Next Renewal	10-Jun-2013
Owner:	Legacy Log: T03657N00		Resp.Off.: SD		
Product:					
Classes: 009,037					
ANACOMP	Registered				
Country: Philippines	83606-PN	60808	27-Nov-1992	Next Renewal	20-Jun-2015
Owner: ANACOMP, INC.	Legacy Log: T03658PH0		Resp.Off.: SD		
Product:					
Classes: 009					
ANACOMP	Registered				
Country: Portugal	261476	261476	23-Jan-1990	Next Renewal	10-Aug-2012
Owner: ANACOMP, INC.	Legacy Log: T03658PT0		Resp.Off.: SD		
Product:					
Classes: 009					
ANACOMP	Registered				
Country: Portugal	261477	261477	23-Jan-1990	Next Renewal	10-Aug-2012
Owner: ANACOMP, INC.	Legacy Log: T03661PT0		Resp.Off.: SD		
Product:					
Classes: 037					
ANACOMP	Registered				
Country: Spain	1261907	1261907	02-Apr-1991	Next Renewal	02-Apr-2011
Owner: ANACOMP, INC.	Legacy Log: T03662ES0		Resp.Off.: SD		
Product:					
Classes: 042					
ANACOMP	Registered				
Country: Spain	1261906	1261906	16-Nov-1989	Next Renewal	16-Nov-2009
Owner: ANACOMP, INC.	Legacy Log: T03661ES0		Resp.Off.: SD		
Product:					
Classes: 037					

TRADEMARK

REEL: 003747 FRAME: 0367

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
ANACOMP Country: Sweden Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/SE/		253665 Legacy Log: T03658SE0	03-Dec-1993 Resp. Off.: SD	Next Renewal	03-Dec-2013
ANACOMP Country: United Kingdom Owner: ANACOMP, INC. Product: Classes: 001,009,016	Registered 318694/UK/3/		1339055 1339055 Legacy Log: T03659GB0	21-Mar-1988 21-Mar-1995 Resp. Off.: SD	Next Renewal	21-Mar-2015
ANACOMP Country: United Kingdom Owner: ANACOMP, INC. Product: Classes: 035	Registered 318694/UK/4/		1375892 1375892 Legacy Log: T03660GB0	01-Mar-1989 01-Mar-1989 Resp. Off.: SD	Next Renewal	01-Mar-2016
ANACOMP Country: United States of America Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/US/3/		73/443044 1324169 Legacy Log: T03658US0	09-Sep-1983 12-Mar-1985 Resp. Off.: SD	Next Renewal	12-Mar-2015
ANACOMP Country: United States of America Owner: ANACOMP, INC. Product: Classes: 035	Registered 318694/US/4/		73/443048 1329987 Legacy Log: T03660US0	09-Sep-1983 09-Apr-1985 Resp. Off.: SD	Next Renewal	09-Apr-2015
ANACOMP and A Logo (A on top) Country: Spain Owner: ANACOMP, INC. Product: Classes: 042	Registered 318694-910280/ES/		2226062 2226062 Legacy Log: T03457ES0	08-Apr-1999 08-Apr-1999 Resp. Off.: SD	Next Renewal	08-Apr-2009

TRADEMARK

REEL: 003747 FRAME: 0368

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
ANACOMP and A Logo (new) Country: United States of America Owner: ANACOMP, INC. Product: Classes: 040,039	Registered 318694-900027/US/	76/074339 2724919 Legacy Log: T04271US0	20-Jun-2000 10-Jun-2003 Resp.Off.: SD	SECTION 8 & 15 AFFIDAVITS DUE Next Renewal	10-Jun-2009 10-Jun-2013	
ANACOMP AND PEOPLE LOGO Country: United States of America Owner: ANACOMP, INC. Product: Classes: 001,009,042,038,040,039,045	Unfiled 318694-900034/	Legacy Log: T06131US0	Resp.Off.: SD			
ANAFIND Country: United States of America Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/US/5/	74/523477 1914652 Legacy Log: T03682US0	10-May-1994 29-Aug-1995 Resp.Off.: SD	Next Renewal SECTION 8 at RENEWAL DUE	29-Aug-2015 29-Aug-2015	
ANASTACK Country: United States of America Owner: Product: Classes: 009	Registered 318694-900012/US/	74/187709 1711329 Legacy Log: T03683US0	23-Jul-1991 01-Sep-1992 Resp.Off.: SD	Next Renewal	01-Sep-2012	
ANY WAY YOU WANT IT. THAT'S THE WAY YOU GET IT Country: United States of America Owner: Product: Classes: 042,038,040,039	Registered 318694-900023/US/	75/896919 2625767 Legacy Log: T04099US0	14-Jan-2000 24-Sep-2002 Resp.Off.: SD	SECTION 8 & 15 AFFIDAVITS DUE Next Renewal	24-Sep-2008 24-Sep-2012	
AUTOCOM (Stylized) Country: United States of America Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/US/8/	1121757 Legacy Log: T03665US0	10-Jul-1979 Resp.Off.: SD	RENEWAL/AFFIDAVIT OF USE	10-Jul-2009	

TRADEMARK

REEL: 003747 FRAME: 0369

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
AUTOEXCEL	Registered	318694/US/9/ 318694/US/9/	74/600606 1931557 Legacy Log: T03687US0	18-Nov-1994 31-Oct-1995 Resp.Off.: SD	Next Renewal SECTION 8 at RENEWAL DUE 31-Oct-2015	31-Oct-2015
CASELOGISTIX	Opp. Pending	318694-150544/ 318694-150544/	78/761334 Legacy Log: T06053US0	28-Nov-2005 Resp.Off.: SD	Discovery Period Closes Plaintiff Testimony Period Closes Defendant Testimony Period Closes Rebuttal Testimony Period Closes	24-Apr-2008 23-Jul-2008 21-Sep-2008 05-Nov-2008
CASELOGISTIX	Proposed	318694-900033/ 318694-900033/	Legacy Log: T06191US0	Resp.Off.: SD		
DATAGRAPHIX	Registered	318694/AU/4/ 318694/AU/4/	275934 B275934 Legacy Log: T03669AU0	05-Feb-1974 05-Feb-1974 Resp.Off.: SD	Next Renewal	05-Feb-2009
DATAGRAPHIX	Registered	318694/BL/3/ 318694/BL/3/	110471 Legacy Log: T03669BX0	31-Dec-1990 Resp.Off.: SD	Next Renewal	30-Jun-2010

TRADEMARK

REEL: 003747 FRAME: 0370

Trademark	Status	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
DATAGRAPHIX Country: Chile Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/CL/	401755 Legacy Log: T03669CLO	10-Feb-1993 Resp. Off.: SD	Next Renewal	10-Feb-2013
DATAGRAPHIX Country: China (Peoples Republic) Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/CN/2/	184914 Legacy Log: T03669CNO	05-Jul-1993 Resp. Off.: SD	Next Renewal	04-Jul-2013
DATAGRAPHIX Country: France Owner: Product: Classes: 009,016,042,007	Registered 318694/FR/4/	218406 1597844 Legacy Log: T03669FRO	19-Jun-1999 19-Jun-1990 Resp. Off.: SD	Next Renewal	19-Jun-2009
DATAGRAPHIX Country: Israel Owner: Product: Classes: 009	Registered 318694/IL/	42865 Legacy Log: T03669ILO	06-Sep-1997 Resp. Off.: SD	Next Renewal	06-Sep-2011
DATAGRAPHIX Country: Italy Owner: ANACOMP, INC. Product: Classes: 035,009,016,007	Registered 318694/IT/4/	41313C/90 601057 Legacy Log: T03669ITO	14-Aug-1990 13-Jul-1993 Resp. Off.: SD	Next Renewal	14-Aug-2010
DATAGRAPHIX Country: Mexico Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/MX/	202768 Legacy Log: T03669MXO	17-Nov-1991 03-Jun-1977 Resp. Off.: SD	Next Renewal	17-Nov-2011

TRADEMARK

REEL: 003747 FRAME: 0371

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
DATAGRAPHIX Country: Norway Owner: Product: Classes: 009,016	Registered	318694/NO/2/	108056 Legacy Log: T03669NO0	15-Apr-1991 Resp.Off.: SD	Next Renewal	15-Apr-2011
DATAGRAPHIX Country: Portugal Owner: ANACOMP, INC. Product: Classes: 009	Registered	318694/PT/4/	200929Z 200929Z Legacy Log: T03669PT0	29-Dec-1978 02-Jun-1986 Resp.Off.: SD	Declaration of Use Next Renewal	02-Jun-2011 02-Jun-2016
DATAGRAPHIX Country: Singapore Owner: Product: Classes: 009	Registered	318694-150544/SG/	T7878452G Legacy Log: T03669SG0	11-Dec-1985 Resp.Off.: SD	Next Renewal	03-Jul-2009
DATAGRAPHIX Country: Sweden Owner: Product: Classes: 035,009,016,042	Registered	318694/SE/4/	13655 Legacy Log: T03669SE0	17-Sep-1991 Resp.Off.: SD	Next Renewal	17-Sep-2011
DATAGRAPHIX Country: United Kingdom Owner: ANACOMP, INC. Product: Classes: 037	Registered	318694/UK/13/	1336187 1336187 Legacy Log: T03674GB0	22-Feb-1988 22-Feb-1988 Resp.Off.: SD	Next Renewal	22-Feb-2015
DATAGRAPHIX Country: United Kingdom Owner: ANACOMP, INC. Product: Classes: 009	Registered	318694/UK/6/	1024336 1024336 Legacy Log: T03669GB0	31-Jan-1974 31-Jan-1974 Resp.Off.: SD	Next Renewal	31-Jan-2015

TRADEMARK

REEL: 003747 FRAME: 0372

**Trademark Status Report**

Trademark	Status	App Number	App Date	Client Ref Number	Due Date(s)
	Client-Matter/SubCase	Reg Number	Reg Date	All Actions	
<b>DATAGRAPHIX</b>	Registered	72/333767	28-Jul-1969		
Country: United States of America	318694/US/16/	924217	23-Nov-1991	RENEWAL/AFFIDAVIT OF USE	23-Nov-2011
Owner:	Legacy Log: T03697US0		Resp.Off.: SD		
Product:					
Classes: 009					
<b>DATAGRAPHIX (Stylized)</b>	Registered	388684	21-Oct-1991	Next Renewal	21-Oct-2011
Country: Switzerland	318694/CH/2/	Legacy Log: T03669CH0	Resp.Off.: SD		
Owner:					
Product:					
Classes: 009,016					
<b>DATAGRAPHIX (Stylized)</b>	Registered	72/333613	25-Jul-1969		
Country: United States of America	318694/US/17/	924216	23-Nov-1991	RENEWAL/AFFIDAVIT OF USE	23-Nov-2011
Owner:	Legacy Log: T03698US0		Resp.Off.: SD		
Product:					
Classes: 009					
<b>DATAGRAPHIX XFP 2000</b>	Registered	548089	24-Dec-1997	Next Renewal	24-Dec-2017
Country: Australia	318694/AU/8/	A548089	Resp.Off.: SD		
Owner: ANACOMP, INC.	Legacy Log: T03598AU0				
Product:					
Classes: 009					
<b>DATAGRAPHIX XFP 2000</b>	Registered	142109	21-May-1992	Next Renewal	31-May-2012
Country: Austria	318694-150544/AT/	Legacy Log: T03598AT0	Resp.Off.: SD		
Owner: ANACOMP, INC.					
Product:					
Classes: 001,009					
<b>DATAGRAPHIX XFP 2000</b>	Registered	757569	21-Dec-1990	Next Renewal	21-Dec-2010
Country: Benelux	318694/BL/11/	491054	21-Dec-1990	Next Renewal	21-Dec-2010
Owner: ANACOMP, INC.	Legacy Log: T03598BX0		Resp.Off.: SD		
Product:					
Classes: 009					

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
DATAGRAPHIX XFP 2000 Country: Brazil Owner: ANACOMP, INC. Product: Classes: 09	Registered	318694/BR/5/	816029229 Legacy Log: T03598BR0	26-May-1992 Resp.Off.: SD	Next Renewal	26-May-2012
DATAGRAPHIX XFP 2000 Country: Canada Owner: ANACOMP, INC. Product: Classes: 009,016	Registered	318694/CA/11/	067506900 395289 Legacy Log: T03598CA0	05-Feb-1991 06-Mar-1992 Resp.Off.: SD	Next Renewal	06-Mar-2022
DATAGRAPHIX XFP 2000 Country: Denmark Owner: Product: Classes: 009	Registered	318694-150544/DK/2/	VR 08.228/1992 Legacy Log:	04-Sep-1992 Resp.Off.: SD	Next Renewal	04-Sep-2012
DATAGRAPHIX XFP 2000 Country: Japan Owner: ANACOMP, INC. Product: Classes: 009	Registered	318694/JP/11/	3-71565 2661433 Legacy Log: T03679JP0	31-May-1994 Resp.Off.: SD	Next Renewal	31-May-2014
DATAGRAPHIX XFP 2000 Country: New Zealand Owner: Product: Classes: 009	Registered	318694/NZ/	215884 Legacy Log: T03598NZ0	30-Jan-1992 Resp.Off.: SD	Next Renewal	30-Dec-2012
DATAGRAPHIX XFP 2000 Country: Norway Owner: Product: Classes: 009	Registered	318694/NO/6/	158874 Legacy Log: T03598NO0	18-Oct-1993 Resp.Off.: SD	Next Renewal	18-Oct-2013

TRADEMARK

REEL: 003747 FRAME: 0374



Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
DATAGRAPHIX XFP 2000 Country: Spain Owner: Product: Classes: 009	Registered 318694/ES/4/		1616895 Legacy Log: T03598ES0	11-Feb-1991 Resp.Off.: SD	Next Renewal	11-Feb-2011
DATAGRAPHIX XFP 2000 Country: Sweden Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/SE/5/		246337 Legacy Log: T03598SE0	05-Feb-1993 Resp.Off.: SD	Next Renewal	05-Feb-2013
DATAGRAPHIX XFP 2000 Country: United Kingdom Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/US/28/		A1451522 1451522 Legacy Log: T03598GB0	21-Dec-1997 21-Dec-1997 Resp.Off.: SD	Next Renewal	21-Dec-2017
DATAGRAPHIX XFP 2000 Country: United States of America Owner: Product: Classes: 009	Registered 318694/US/19/		74/035984 1660314 Legacy Log: T03598US0	08-Oct-1991 Resp.Off.: SD	RENEWAL/AFFIDAVIT OF USE	08-Oct-2011
DATAGRAPHIX XFP 2000 Country: Venezuela Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694-910261/VE/		131192 P173959 Legacy Log: T03599VE0	23-Jun-1992 17-Apr-1995 Resp.Off.: SD	Next Renewal	17-Apr-2015
DATAGRAPHIX XFP 2000 (Stylized) Country: Switzerland Owner: Product: Classes: 009	Registered 318694/CH/9/		398222 Legacy Log: T03598CH0	18-Nov-1992 Resp.Off.: SD	Next Renewal	18-Nov-2012

TRADEMARK

REEL: 003747 FRAME: 0375

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
DATGRAPHIX XFP 2000	Registered	318694-150544/DK/	00223/1991 08228/1992 Legacy Log: T03598DK0	09-Jan-1991 04-Sep-1992 Resp. Off.: SD	Next Renewal	04-Sep-2012
DATGRAPHIX XFP 2000	Registered	318694/FI/3/	199200443 127783 Legacy Log: T03598FI0	30-Jan-1992 06-Sep-1993 Resp. Off.: SD	Next Renewal	06-Sep-2013
DATGRAPHIX XFP 2000	Registered	318694/FR/13/	259728 1637311 Legacy Log: T03598FR0	08-Jan-1991 08-Jan-1991 Resp. Off.: SD	Next Renewal	08-Jan-2011
DATGRAPHIX XFP 2000	Registered	318694/DE/13/	A49574 2009981 Legacy Log: T03598DE0	19-Jan-1991 24-Feb-1992 Resp. Off.: SD	Next Renewal	31-Jan-2011
DATGRAPHIX XFP 2000	Registered	318694/GR/3/	102413 102413 Legacy Log: T03598GR0	14-Jan-1991 17-Nov-1994 Resp. Off.: SD	Next Renewal	14-Jan-2011
DATGRAPHIX XFP 2000	Registered	318694/IT/6/	RM2001C000757 611495 Legacy Log: T03598IT0	08-Feb-1991 14-Dec-1993 Resp. Off.: SD	Next Renewal	08-Feb-2011

TRADEMARK

REEL: 003747 FRAME: 0376

Trademark	Status	App Number	App Date	Client Ref Number	Due Date(s)
	Client-Matter/SubCase	Reg Number	Reg Date	All Actions	
DOCHARBOR	Registered	75/884881	30-Dec-1999		
Country: United States of America	318694-900024/US/	2508017	13-Nov-2001	Next Renewal	13-Nov-2011
Owner: ANACOMP, INC.	Legacy Log: T04136US0		Resp. Off.: SD		
Product:					
Classes: 042,038,039					
ENVIRX	Registered	000542050	16-May-1997		
Country: European Community	318694/EU/	542050	28-Aug-1998	Next Renewal	16-May-2017
Owner: ANACOMP, INC.	Legacy Log: T03603EU0		Resp. Off.: SD		
Product:					
Classes: 001					
ENVIRX	Registered				
Country: Mexico	318694/MX/8/	561373	27-Aug-1997	Next Renewal	27-Aug-2017
Owner: ANACOMP, INC.	Legacy Log: T03603MX0		Resp. Off.: SD		
Product:					
Classes: 001					
ENVIRXPLUS	Registered	77/139364	23-Mar-2007		
Country: United States of America	318694-900030/	3347816	04-Dec-2007	SECTION 8/15 AFFIDAVITS DUE	04-Dec-2013
Owner: ANACOMP, INC.	Legacy Log: T05997US0		Resp. Off.: SD	First Renewal	04-Dec-2017
Product:				SECTION 8 AFFIDAVIT DUE	04-Dec-2017
Classes: 01					
LASERPOS	Registered	74/027954	12-Feb-1990		
Country: United States of America	318694/US/42/	1628864	25-Dec-1990	RENEWAL/AFFIDAVIT OF USE	25-Dec-2010
Owner:	Legacy Log: T03723US0		Resp. Off.: SD		
Product:					
Classes: 001					
LASER-XP	Registered	590471	21-Jul-1997		
Country: European Community	318694/EM/	590471	05-Jan-1999	Next Renewal	21-Jul-2017
Owner: ANACOMP, INC.	Legacy Log: T03722EU0		Resp. Off.: SD		
Product:					
Classes: 001					

TRADEMARK

REEL: 003747 FRAME: 0377

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
LASER-XP	Registered	318694-900008/US/ Legacy Log: T03722US0	75/322139 2305117	10-Jul-1997 04-Jan-2000 Resp.Off.: SD	Next Renewal	04-Jan-2010
Country: United States of America Owner: ANACOMP, INC. Product: Classes: 001						
THE PLACE WHERE E-DOCUMENTS WORK	Registered	318694-900026/US/ Legacy Log: T04262US0	76/019418 2815293	06-Apr-2000 17-Feb-2004 Resp.Off.: SD	SECTION 8 & 15 AFFIDAVITS DUE SECTION 8 at RENEWAL DUE Next Renewal	17-Feb-2010 17-Feb-2014 17-Feb-2014
Country: United States of America Owner: ANACOMP, INC. Product: Classes: 035,038						
TOOL CHEST	Registered	318694/US/48/ Legacy Log: T03730US0	1532762	04-Apr-1989 Resp.Off.: SD	Next Renewal	04-Apr-2009
Country: United States of America Owner: Xidex Corporation Product: Classes: 009						
XFP 2000	Registered	318694/BL/14/ Legacy Log: T03605BR0	490844	21-Dec-1990 Resp.Off.: SD	Next Renewal	21-Sep-2010
Country: Benelux Owner: ANACOMP, INC. Product: Classes: 009						
XFP 2000	Registered	318694/BR/6/ Legacy Log: T03605BR0	816029210	26-May-1992 Resp.Off.: SD	Next Renewal	26-May-2012
Country: Brazil Owner: ANACOMP, INC. Product: Classes: 09						
XFP 2000	Registered	318694/FR/14/ Legacy Log: T03605FR0	259734 1637314	08-Jan-1991 08-Jan-1991 Resp.Off.: SD	Next Renewal	08-Jan-2011
Country: France Owner: Product: Classes: 009						

TRADEMARK

REEL: 003747 FRAME: 0378

Trademark	Status	App Number	App Date	Client Ref Number	Due Date(s)
	Client-Matter/SubCase	Reg Number	Reg Date	All Actions	
XFP 2000	Registered	102412	14-Jan-1991		
Country: Greece	318694/GR/5/	102412	17-Mar-1994	Next Renewal	14-Jan-2011
Owner:	Legacy Log: T03605GR0		Resp.Off.: SD		
Product:					
Classes: 009					
XFP 2000	Registered	RM2001C000756	08-Feb-1991		
Country: Italy	318694/IT/9/	611494	14-Dec-1993	Next Renewal	08-Feb-2011
Owner: ANACOMP, INC.	Legacy Log: T03605ITO		Resp.Off.: SD		
Product:					
Classes: 009					
XFP 2000	Registered	2695426	30-Sep-1994		
Country: Japan	318694/JP/14/	2695426	30-Sep-1994	Next Renewal	30-Sep-2014
Owner: ANACOMP, INC.	Legacy Log: T03605JPO		Resp.Off.: SD		
Product:					
Classes: 010					
XFP 2000	Registered	2621631	28-Feb-1994		
Country: Japan	318694/JP/15/	2621631	28-Feb-1994	Next Renewal	28-Feb-2014
Owner: ANACOMP, INC.	Legacy Log: T03606JPO		Resp.Off.: SD		
Product:					
Classes: 011					
XFP 2000	Registered	420015	13-Mar-1992		
Country: Mexico	318694/MX/10/	420015	15-Jan-1992	Next Renewal	13-Mar-2012
Owner: ANACOMP, INC.	Legacy Log: T03605MX0		Resp.Off.: SD		
Product:					
Classes: 009					
XFP 2000	Registered	1616894	11-Feb-1991		
Country: Spain	318694/ES/7/	1616894	11-Feb-1991	Next Renewal	11-Feb-2011
Owner:	Legacy Log: T03605ESO		Resp.Off.: SD		
Product:					
Classes: 009					

TRADEMARK

REEL: 003747 FRAME: 0379

Trademark	Status	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
XFP 2000	Registered 318694/US/50/ Legacy Log: T03733US0	74/035982 1662935 Legacy Log: T03733US0	29-Oct-1991 Resp.Off.: SD	RENEWAL/AFFIDAVIT OF USE	29-Oct-2011
<b>Country:</b> United States of America					
<b>Owner:</b>					
<b>Product:</b>					
<b>Classes:</b> 009					
XIDEX	Registered 318694/CA/15/ Legacy Log: T03734CA0	433154 Legacy Log: T03734CA0	09-Sep-1994 Resp.Off.: SD	Next Renewal	09-Sep-2009
<b>Country:</b> Canada					
<b>Owner:</b> ANACOMP, INC.					
<b>Product:</b>					
<b>Classes:</b> 009					
XIDEX	Registered 318694/MX/11/ Legacy Log: T03734MX0	505452 Legacy Log: T03734MX0	21-Apr-1993 Resp.Off.: SD	Next Renewal	21-Apr-2013
<b>Country:</b> Mexico					
<b>Owner:</b> ANACOMP, INC.					
<b>Product:</b>					
<b>Classes:</b> 009					
XIDEX	Registered 318694/US/52/ Legacy Log: T03735US0	72/362575 0945199 Legacy Log: T03735US0	12-Jun-1970 17-Oct-1972 Resp.Off.: SD	Next Renewal	17-Oct-2012
<b>Country:</b> United States of America					
<b>Owner:</b> ANACOMP, INC.					
<b>Product:</b>					
<b>Classes:</b> 001					
XIDEX and Device	Registered 318694/DE/17/ Legacy Log: T03776DE0	1021795 Legacy Log: T03776DE0	24-Jul-1990 Resp.Off.: SD	Next Renewal	24-Jan-2010
<b>Country:</b> Germany					
<b>Owner:</b>					
<b>Product:</b>					
<b>Classes:</b> 001,009					
XIDEX STYLIZED	Registered 318694/CA/13/ Legacy Log: T03773CA0	245409 Legacy Log: T03773CA0	23-May-1980 Resp.Off.: SD	Next Renewal	23-May-2010
<b>Country:</b> Canada					
<b>Owner:</b> ANACOMP, INC.					
<b>Product:</b>					

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REEL: 003747 FRAME: 0380

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
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XIDEX STYLIZED	Registered	318694/CA/14/	494340 Legacy Log: T03772CA0	11-May-1998 Resp. Off.: SD	Next Renewal	11-May-2013
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XIDEX STYLIZED in Red and Black	Registered	318694/JP/20/	57-66197 1787827 Legacy Log: T03774JP0	29-Jul-1985 29-Jul-1985 Resp. Off.: SD	Next Renewal	29-Jul-2015
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Client: 8370 Anacom, Inc.

Case Number/SubCase	Case Type	Status	ClientReference #	App Number Pat Number	App Date Iss Date	Next Action(s)	Due Date(s)
862421/	ORD	Granted		07/556,124 5,148,208	20-Jul-1990 15-Sep-1992	Expiry	20-Jul-2010
<i>Country:</i> United States of America							
<i>Title:</i> Disposable Container for Dispensing of Photographic Developing Liquids (ANAI1350050US)							
862431/	ORD	Granted		07/387,950 4,975,714	31-Jul-1989 04-Dec-1990	Expiry	31-Jul-2009
<i>Country:</i> United States of America							
<i>Title:</i> FOCUSING MECHANISM FOR LINESCAN IMAGING (ANAP0110US)							
862441/	ORD	Granted		07/501,234 5,153,625	29-Mar-1990 06-Oct-1992	Expiry	29-Mar-2010
<i>Country:</i> United States of America							
<i>Title:</i> Film Canister to Facilitate Diameter Sensing (ANA 0017P) (ANAI135P0170US)							
862451/	ORD	Granted		07/590,470 5,247,323	27-Sep-1990 21-Sep-1993	Expiry	27-Sep-2010
<i>Country:</i> United States of America							
<i>Title:</i> Reloadable Canister With Replaceable Film Spool (ANA 19.0) (ANAI135P0190US)							
862461/	ORD	Granted		08/071,529 5,389,992	03-Jun-1993 14-Feb-1995		
<i>Country:</i> United States of America							
<i>Title:</i> Reloadable Canister With Replaceable Film Spool (ANAI135P0191US)							
862471/	CON	Granted		08/693,951 5,809,358	07-Aug-1996 15-Sep-1998	11 yr. Maint. Fee Start Tax 11.5 1 mo. to 12 yr. Maint. Fee 12 yr. Maint. Fee End Expiry	15-Sep-2009 15-Mar-2010 15-Aug-2010 15-Sep-2010 10-Feb-2015
<i>Country:</i> United States of America							
<i>Title:</i> Reloadable Canister With Replaceable Film Spool (ANAI135P0193US)							

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Monday, February 25, 2008

Patent Status Report by Client

Client: 8370 Anacom, Inc.

Case Number/SubCase	Case Type	Status	ClientReference #	App Number	Pat Number	App Date	Iss Date	Next Action(s)	Due Date(s)
86249/	ORD	Granted		08/589,831	5,659,833	22-Jan-1996	19-Aug-1997	11 yr. Maint. Fee Start Tax 11.5	19-Aug-2008
			<i>Country:</i> United States of America					1 mo. to 12 yr. Maint. Fee	19-Feb-2009
			<i>Title:</i> Reloadable Film Canister System (ANA 35.0) (ANAI135P0350US)					12 yr. Maint. Fee End	19-Jul-2009
								Expiry	19-Aug-2009
									22-Jan-2016
86256-CA/	CON	Granted		07/576,686	5,095,320	30-Aug-1990	10-Mar-1992	Expiry	30-Aug-2010
			<i>Country:</i> United States of America						
			<i>Title:</i> Focusing Mechanism for Linescan Imaging (ANAI135P0180US)						

TRADEMARK

# Report Selection

by Client

by Case Number

Remarks

Print

Do Not Print

Inventors

Print

Do Not Print

Inventors

Print

Do Not Print

Actions Due

Next

All

Preview before printing

Date Range

Filing

Issue

Expiration

Last Update

Status(es):

From:

To:

Accepted  
Allowed  
Filed  
Granted  
Issued  
Pending  
Published

Client: 8370

Country:

Owner:

Case Number:

Attorney:

Area:

Status Codes:

Active

Inactive

All

TRADEMARK

Copyright No.	Publication Date	Registration Date	Title
TX-616-425	11/06/80	01/22/81	Executive Summary Continuous Integrated System-CIS
TX-1-147-789	02/10/82	05/09/83	AIMS Membership Management Systems (MMS); AFA Membership Management Systems (MMS); association software package as implemented on Prime computer
TX-1-147-790	02/10/82	05/09/83	AIMS Financial Administration Systems (FAS); AFA Financial Administration Systems (FAS); association software package as implemented on Prime computer
TXu-146-311		05/09/83	AIMS program utilities; AFA GSGCAP; association software package as implemented on Prime computer
TXu-169-416		09/12/83	AIMS Membership Management Systems (MMS) by a General Systems Group, Inc. as employer for hire of Robert B. Blough & John W. Taul [statement re unpublished status of work]
TXu-169-417		09/12/83	AIMS Financial Systems (FAS) by a General Systems Group, Inc. as employer for hire of Robert B. Blough & John W. Taul [statement re unpublished status of work]
TXu-270-001		03/18/87	Super C [additional and revised text which provides the Super C software with additional capabilities]
TXu-271-331		04/06/87	Super B [additional and revised text which provides the Super B software with additional capabilities]
TXu-276-476		04/14/87	Super C. By Anacom, Inc.
TXu-293-710		04/06/87	Super B. By Anacom, Inc.
TXu-863-103			Encore-filter [assigned by International Alliance Technologies on 08/17/99]
TXu-863-412			Encore [assigned by International Alliance Technologies on 08/17/99]
TXu-865-272			Encore-burst [assigned by International Alliance Technologies on 08/17/99]

Post 1978 Copyright Registrations  
Owned by Anacom, Inc.

## GENERAL SECURITY AGREEMENT

### PARTIES

#### Debtor

Name: ANACOMP CANADA INC. (the "Debtor")  
Address: 199 Bay St., Commerce Court West,  
Parking Level 3, Data Level 2, Toronto,  
ON M5L1A2, Canada  
Attention: Secretary  
Fax No.: (858) 679-9482

#### Secured Party

Name: OBSIDIAN LLC, as Collateral Agent (the "Secured Party")  
Address: 2951 28th Street, Suite 1000, Santa Monica, CA 90405  
Attention: General Counsel  
Fax No.: (310) 566-1045

### EFFECTIVE DATE

March 12, 2008 (the "Effective Date")

### WHEREAS:

A. All capitalized terms used but not defined herein have the meanings ascribed to such terms in a note purchase agreement (as amended, restated, renewed, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") dated as of March 12, 2008 among Anacomp, Inc., an Indiana corporation (the "**Company**"), Trust A-4 - Lloyd I. Miller, Trust C - Lloyd I. Miller, and Special Value Continuation Partners, L.P. (collectively, the "**Purchasers**"), and Obsidian LLC, a Delaware limited liability company, as collateral agent (the "**Collateral Agent**").

B. The Debtor agreed to guarantee the payment and performance of up to \$10,000,000 in aggregate principal amount of Secured Senior Subordinated Notes issued by the Company pursuant to the Purchase Agreement and each other obligation of the Company under the Note Documents pursuant to a guarantee dated the date hereof (as amended, restated, renewed, supplemented or otherwise modified from time to time, the "**Guarantee**").

C. To secure the payment and performance of the Obligations (as hereinafter defined), the Debtor has agreed to grant to the Secured Party, for the benefit of the Holders, a

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security interest in respect of the Collateral (as hereinafter defined) in accordance with the terms of this Agreement.

**NOW THEREFORE** for good and valuable consideration, the receipt and adequacy of which are acknowledged by the Debtor, the Debtor agrees with the Secured Party as follows:

**1. Grant of Security Interest**

The Debtor hereby grants to the Secured Party, for the benefit of the Holders, a security interest (the "**Security Interest**") in, and grants, mortgages and charges as and by way of a fixed and specific mortgage and charge to and in favour of the Secured Party, for the benefit of the Holders, all of the Debtor's right, title and interest in and to all of the present and future property and undertaking of the Debtor including each and every property described or referred to below and any proceeds derived directly or indirectly from any dealing with such property or any proceeds therefrom (collectively, the "**Collateral**"), all pursuant to and in accordance with the provisions of this Agreement.

The Security Interest granted hereby does not and shall not extend to, and Collateral shall not include: (i) the last day of the term of any lease or sublease, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, but upon the sale of the leasehold interest or any part thereof the Debtor shall stand possessed of such last day in trust to assign the same as the Secured Party shall direct, and (ii) consumer goods.

The Security Interest granted hereby is subject to the provisions of the intercreditor agreement (as amended, restated, renewed, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**") dated as of March 12, 2008, among Wells Fargo Foothill, Inc., as first lien lender (the "**First Lien Lender**"), the Secured Party, and the Purchasers as junior creditors.

**2. Description of Collateral**

The Collateral of the Debtor includes all of the following personal property and fixtures, and all of the leasehold interests and other property described in paragraph 2(j) below,

- a) all goods now or hereafter comprising part of the inventory of the Debtor and all interests, rights and benefits, both present and future of the Debtor in or to inventory including, without limitation, goods now or hereafter held for sale or lease or furnished or to be furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession or finished goods;
- b) all equipment now or hereafter owned by the Debtor and all interests, rights and benefits, both present and future, of the Debtor in or to equipment including, without limitation, office, warehouse and other furniture, fixtures, machinery, tools, rolling stock, vehicles, accessories, spare parts, supplies and other tangible personal property;

- c) all fixtures now or hereafter owned by the Debtor and all interests, rights and benefits, both present and future, of the Debtor in or to fixtures;
- d) all chattel paper now or hereafter owned or held by the Debtor and all interests, rights and benefits, both present and future, of the Debtor in, under or to chattel paper;
- e) each and every document of title now or hereafter owned by the Debtor or of which the Debtor is or becomes a holder, whether negotiable or non-negotiable, including, without limitation, each and every warehouse receipt and bill of lading, and all interests, rights and benefits, both present and future, of the Debtor in, under or to each and every document of title;
- f) each and every instrument now or hereafter owned by the Debtor or of which the Debtor is or becomes a holder, and all interests, rights and benefits, both present and future, of the Debtor in, under or to each and every instrument;
- g) each and every investment property now or hereafter owned by the Debtor or of which the Debtor is or becomes a holder including, without limitation, all securities, security entitlements, securities accounts, uncertificate securities, certificated securities, shares, stocks, warrants, bonds, debentures, debenture stock or the like issued by a corporation or other Person, or a partnership, association or government, and all interests, rights and benefits, both present and future, of the Debtor in, under or to each and every security;
- h) all money of the Debtor and all money hereafter acquired by the Debtor and each and every account, debt, claim and demand of every nature and kind which is now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor, or which the Debtor now has or may hereafter have and all interests, rights and benefits, both present and future of the Debtor in or to each and every account, debt, claim and demand including, without limitation, claims against the Crown and claims under insurance policies;
- i) all patents, industrial designs, trademarks, trade secrets and know-how including without limitation, environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personalty rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively, the "Intellectual Property");
- j) each and every lease, agreement to lease and leasehold interest of the Debtor and all interests, rights and benefits, both present and future, of the Debtor, in, under or to the same, except the last day of any term of years

reserved by any such lease or agreement therefor of which reversion of one day the Debtor shall stand possessed upon trust to assign and dispose of the same as the Secured Party shall direct;

- k) each and every intangible now or hereafter owned by the Debtor or of which the Debtor is or becomes a holder, and all interests, rights and benefits, both present and future, of the Debtor in, under or to each and every intangible;
- l) with respect to the property described in each of subparagraphs 2(a) to 2(k) inclusive, all substitutions and replacements thereof, improvements, increases, additions and accessions thereto, proceeds derived directly or indirectly or proceeds therefrom and all interests, rights and benefits, both present and future, of the Debtor in, under or to the same;
- m) with respect to the property described in each of subparagraphs 2(a) to 2(l) inclusive, identifiable or traceable personal property in any form derived directly or indirectly from any dealing with such property or the proceeds therefrom and includes any payment representing indemnity or compensation for loss of or damage to such property or proceeds therefrom; and
- n) with respect to the property described in each of subparagraphs 2(a) to 2(m) inclusive, all books, accounts, invoices, letters, deeds, contracts, security, securities, instruments, bills, notes, writings, papers, documents and records in any form evidencing or relating thereto, and all other rights and benefits to which the Debtor is now or may hereafter become entitled in respect thereof.

In this Agreement, the words "goods", "inventory", "investment property", "equipment", "chattel paper", "consumer goods", "document of title", "instrument", "security", "security entitlement", "securities account", "securities intermediary", "uncertificated security", "certificated security", "money", "account", "motor vehicle", "proceeds", "intangible" and "accessions" shall have the same meanings as their defined meanings in the Personal Property Security Act (Ontario) (the "PPSA"). In this Agreement, each reference to "Collateral" shall, unless the context otherwise requires, include and be read as "Collateral or any part thereof".

Without limiting the generality of the foregoing, the Collateral shall include all personal property of the Debtor now or hereafter located on or about or in transit to or from the locations operated by the Debtor.

### 3. Secured Obligations

The security interests, mortgages and charges granted hereby secure all indebtedness, liabilities and other obligations (whether present or future, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or not, wheresoever and howsoever incurred) of the Debtor to the Holders, existing from time to time and arising pursuant to the Guarantee and any other Note Documents to which the Debtor is a party (collectively, the "Obligations"), including,

without limitation, the repayment of the Notes in accordance with the terms thereof, and all interest, commissions, and Expenses (provided for and defined below), payable in connection with any and all of the foregoing.

#### 4. Attachment

The Debtor acknowledges and confirms that the security interests, mortgages and charges granted hereby shall attach:

- a) forthwith upon the Effective Date with respect to each and every property included in the Collateral and in which the Debtor then has rights; and
- b) forthwith upon the Debtor first acquiring rights in each and every property included in the Collateral and in which the Debtor first acquires such rights subsequent to the Effective Date.

For greater certainty, without in any way limiting the above, the Debtor acknowledges and confirms that it has not agreed to postpone the time for attachment of the said security interests, mortgages and charges.

#### 5. Debtor's Representations and Warranties

The Debtor acknowledges that the Secured Party is, in part, relying upon its representations, warranties and covenants set out in the Purchase Agreement in accepting the security interests, mortgages and charges granted upon the terms of this Agreement and hereby represents and warrants to and covenants with the Secured Party as follows:

- a) **Motor Vehicles:** A description of all motor vehicles and other "serial number goods" (i.e. trailers, mobile homes, aircraft, aircraft engines and vessels) (including vehicle identification numbers) presently owned by the Debtor is set out in Schedule A to this Agreement.
- b) **Locations of Collateral.** The Collateral is located at the locations identified in Schedule B to this Agreement.
- c) **No Consumer Goods:** The Debtor does not own any consumer goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of the Debtor.
- d) **Intellectual Property:** The particulars of all registrations, and applications for registration of (i) any Intellectual Property owned by the Debtor and (ii) any licensed Intellectual Property material to the Debtor's business, are described in Schedule C to this Agreement. To the best of the Debtor's knowledge, each such Intellectual Property is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set out in such Schedule, none of such Intellectual Property has been licensed or franchised by the Debtor to any Person.



## 6. Debtor's Covenants

The Debtor covenants and agrees with the Secured Party that:

- a) The Debtor shall pay, perform, satisfy, fulfill and discharge the Obligations when due and with respect to the Expenses (as hereinafter defined), the payment, performance, satisfaction, fulfillment and discharge of same by the Debtor shall be subject to the terms and conditions applicable to the Holders' Expenses.
- b) The Debtor shall, if requested by the Secured Party, deliver forthwith to the Secured Party such further details respecting the Collateral as may reasonably be requested from time to time by the Secured Party. Such further details so delivered shall be deemed to be contained in and form part of this Agreement.
- c) Other than Permitted Dispositions, the Debtor shall not convey, sell, lease, license, assign, transfer or otherwise dispose of any assets of the Debtor.
- d) In the event that any Collateral, including, without limitation, proceeds thereof, is evidenced by or consists of chattel paper, instruments, certificated securities or negotiable documents of title (collectively, other than letter of credit rights and promissory notes, in an aggregate amount of up to U.S. \$200,000, the "**Negotiable Collateral**"); provided, however, that if a Default or an Event of Default has occurred and is continuing, the Company will deliver physical possession or control of such items of Negotiable Collateral to the First Lien Lender (or if all obligations due the First Lien Lender have been paid in full in cash, the Secured Party), and if and to the extent that the Secured Party determines that perfection or priority of the Secured Party's security interest is dependent on or enhanced by possession, the Debtor, immediately upon the request of the Secured Party, shall endorse and deliver physical possession of such Negotiable Collateral to the First Lien Lender (or if all obligations due to the First Lien Lender have been paid in full in cash, the Secured Party).
- e) The Secured Party may, at any time after the occurrence and during the continuation of an Event of Default, but subject to the terms of the Intercreditor Agreement (i) notify any Person obligated to the Debtor on any debt, account or on chattel paper or any obligor to the Debtor on an instrument to make payment thereunder to the Secured Party, whether or not the Debtor was theretofore making collections thereon, and (ii) assume control of any proceeds arising from such Collateral. The Debtor agrees it will hold in trust for, the Purchasers, as the Purchasers' trustee, any of its or its Subsidiaries Collections that it receives and immediately will deliver such Collections to the First Lien Lender (or if all obligations due the First Lien Lender have been paid in full in cash, the Secured Party) in their original form as received by the Debtor or its Subsidiaries.

## 7. Rights and Remedies/Events of Default

Forthwith upon the occurrence and during the continuance of an Event of Default, the security interests, mortgages and charges granted herein shall be enforceable and the Debtor and the Secured Party shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and those provided by this Agreement and the Purchase Agreement, subject however to the terms of the Intercreditor Agreement. In addition, upon the occurrence and during the continuance of an Event of Default, subject however to the terms of the Intercreditor Agreement, the Secured Party may take possession of the Collateral and enforce any rights of the Debtor in respect of the Collateral by any method available in or permitted by law and may require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at any place as may be designated by the Secured Party.

## 8. Expenses

- a) The reasonable costs and expenses of the Secured Party in the preparation, execution and delivery of this Agreement;
- b) the registration of this Agreement or of notices, financing statements or other filings in respect thereof;
- c) the reasonable costs and expenses of the Secured Party in connection with the preparation or review of waivers, consents, amendments, subordination agreements or other matters pertaining to the subject matter of this Agreement;
- d) the reasonable costs and expenses expressly provided for in the PPSA;
- e) the costs of any insurance and taxes with respect to the Collateral;
- f) reasonable solicitor's fees, costs and other legal expenses (on a complete indemnity basis) incurred in connection with enforcing this Agreement;
- g) all other costs, charges and expenses of or incurred by or on behalf of the Secured Party in respect of any of the foregoing; and
- h) all reasonable costs and expenses in respect of the enforcement of the Obligations, including taking possession, custody, holding, preserving, protecting, repairing, using or operating, collecting, realizing, processing, preparing for disposition and disposing of the Collateral including all receiver's fees and expenses;

(collectively, the "**Expenses**");

shall be payable by the Debtor to the Secured Party, shall be deemed advanced to the Debtor by the Secured Party, and shall be subject to the terms and conditions applicable to the Holders' Expenses. For greater certainty, but without limiting the foregoing, the Secured Party may

discharge any claim, lien, mortgage charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, other than those granted pursuant to the Loan Agreement and the other Loan Documents (as defined in the Senior Loan Agreement) and Permitted Liens, and in every such case the amounts so paid together with reasonable costs, charges and expenses incurred in connection therewith will be added to the Obligations secured.

The Debtor authorizes the Secured Party to designate, in its sole discretion, any number of years as the registration period in any financing statement or financing change statement filed with respect to this Agreement or any other agreement delivered by the Debtor to the Secured Party (the “**Designated Period**”), the Debtor further authorizes the Secured Party to file any financing statement that the Secured Party deems necessary to perfect its Security Interest in the Collateral under the PPSA and the Code.

The Debtor acknowledges and confirms that:

- a) all registration costs in connection with the filing of the aforesaid financing statements or financing change statements shall form part of the Expenses;
- b) the designation of the number of years comprising the Designated Period shall not constitute an acknowledgement by or commitment or other obligation of the Secured Party to provide financial assistance (whether by loan, agreement or otherwise) to the Debtor at any time or from time to time during the Designated Period; and
- c) the Secured Party shall be entitled, subject to the terms of the Intercreditor Agreement, to exercise all of its rights and remedies provided for in this Agreement forthwith upon the occurrence and during the continuance of an Event of Default notwithstanding that such Event of Default may occur prior to the expiration of the Designated Period.

#### **9. Notice of Disposition**

The Secured Party shall give to the Debtor at least 15 days’ written notice of the Secured Party’s intention to dispose of its Collateral (unless a longer notice is required by applicable law). Such notice may be sent in accordance with the notice provisions set out in Section 14(l) of this Agreement.

#### **10. Receiver - Appointment**

Following the occurrence and during the continuance of an Event of Default, but subject however to the terms of the Intercreditor Agreement, the Secured Party may take proceedings in any court of competent jurisdiction for the appointment of a receiver or a receiver and manager (the “**receiver**”) of the Collateral or may by instrument in writing appoint any Person to be a receiver of the Collateral or of any part thereof and may remove any receiver so appointed by the Secured Party and appoint another in his stead.

#### **11. Receiver - Powers**

Any receiver appointed hereunder by instrument in writing shall have power (a) to take possession of the Collateral or any part thereof and, without liability or obligation to the Debtor, to maintain, preserve and protect the same; (b) to carry on or concur in carrying on all or any part of the business or businesses of the Debtor; (c) to borrow money on the security of the Collateral in priority to the security interest, assignment and mortgage and charge granted by this Agreement, which such receiver, in its reasonable discretion, determines is required in connection with either or both of the powers provided for in paragraphs (a) and (b); and (d) to dispose of the Collateral in whole or in part, and any such disposition may be by public sale (whether by auction, tender or otherwise), private sale, lease or otherwise, and at such time and place and on such terms and for such price and manner of payment thereof, all as such receiver may, in its reasonable discretion, determine; provided that any such receiver shall be and is deemed to be the agent of the Debtor and the Secured Party shall not in any way be responsible for any misconduct, negligence or nonfeasance of any such receiver reasonably selected by the Secured Party.

## 12. Proceeds of Disposition/Deficiency

Any proceeds of any disposition of any of the Collateral shall be applied by the Secured Party firstly on account of the Expenses, and any balance of such proceeds shall be applied by the Secured Party on account of the Obligations (other than the Expenses) pro rata among the Holders of Notes. If such proceeds fail to satisfy the Obligations, the Debtor shall be liable for the full amount of the deficiency resulting to the Secured Party.

## 13. Amalgamation

The Debtor acknowledges that if it amalgamates with any other corporation or corporations, to the extent permitted in the Purchase Agreement, then (i) the Collateral and the security interests created by this Agreement will extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, will extend to and include the amalgamated corporation, and (iii) the term "Obligations", where used in this Agreement, will extend to and include the Obligations of the amalgamated corporation.

## 14. General Provisions

- a) **Discharge:** The Debtor shall not be discharged from the Obligations by any extension of time, additional advances, renewals, amendments or extensions to this Agreement, any waiver by or failure of the Secured Party to enforce any provision of this Agreement or any other agreement, the taking of further security, releasing security, extinguishment of the security interests, mortgages and charges as to all or any part of the Collateral, or any other act except an express written release or discharge by the Secured Party of the security interests, mortgages and charges granted hereby upon the full payment and performance of the Obligations, at which time the Secured Party shall, at the Debtor's expense, deliver to the Debtor all necessary discharges and releases of the security interests, mortgages and charges granted hereby.

- b) **Other Security:** The security constituted by this Agreement is in addition to and not in substitution for any other security, guarantee or right from time to time held by the Secured Party and
- i) subject to the Intercreditor Agreement, the Secured Party may realize upon or enforce all or part of any security, guarantee or right from time to time held by it in any order it desires and any realization by any means upon any security, guarantee or right shall not bar realization upon any other security, guarantee or right; and
  - ii) the taking of any action or proceeding or refraining from so doing or any other dealings with or in respect of any other security, guarantee or right from time to time held by the Secured Party shall not release or affect the security provided for in this Agreement and the taking of the security hereby granted or any proceedings hereunder for the realization of the security hereby granted shall not release or affect any other security, guarantee or right from time to time held by the Secured Party.
- c) **Waiver, etc.:** No failure or delay on the part of the Secured Party to exercise any right provided for in or contemplated by this Agreement and no waiver as to any Event of Default in the Purchase Agreement shall operate as a waiver of any other Event of Default unless made in writing and signed by the Secured Party and, in that event, such waiver shall operate only as a waiver of the right or Event of Default expressly referred to therein. Nothing in this Agreement and nothing referred to in the Obligations shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment and performance in full of the Obligations.
- d) **Secured Party Assignment:** All rights and obligations of the Secured Party hereunder shall be assignable in whole or in part in accordance with the Purchase Agreement.
- e) **Entire Agreement:** This Agreement and the other Note Documents set forth the entire intent and understanding of the parties relating to the subject matter hereof and supersedes and replaces all prior agreements and commitments, whether written or oral, made between the parties and all earlier discussions and negotiations between them. The parties are not relying upon and there are no collateral or other representations, warranties, agreements or covenants made by any of the parties hereto which are not contained herein.
- f) **Further Assurances:** The Debtor shall and will, from time to time and at all times hereafter upon every reasonable written request so to do, make, do, execute and deliver, or cause to be made, done, executed and

delivered, all such further papers, acts, deeds, assurances and things as may be necessary or desirable in the opinion of any party or counsel for any party, acting reasonably, for implementing and carrying out more effectually the true intent and meaning of this Agreement including, without limitation, to perfect or better perfect the security interests, mortgages and charges of the Secured Party in the Collateral or any part thereof.

- g) **Severability:** In the event that any covenant or provision contained in this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining covenants and provisions shall not be affected or impaired thereby and all such remaining covenants and provisions shall continue in full force and effect. All covenants and provisions hereof are declared to be separate and distinct covenants or provisions, as the case may be.
- h) **Headings:** All headings and titles in this Agreement are for convenience of reference only and shall not affect the interpretation of the terms hereof.
- i) **Gender, etc.:** In construing this Agreement, all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require, and the verb agreeing therewith shall be construed as agreeing with the required word and pronoun. Words such as "hereunder", "hereto", "hereof", "herein" and other words commencing with "here" shall, unless the context clearly indicates the contrary, refer to the whole of this Agreement and not to any particular paragraph or part thereof.
- j) **Binding Effect:** All rights of the Secured Party hereunder shall enure to the benefit of its successors and assigns and all obligations of the Debtor hereunder shall bind the Debtor, its successors and assigns. Each reference to the Secured Party in this Agreement shall be deemed to include a reference to the Secured Party, its successors and assigns and each reference to the Debtor in this Agreement shall be deemed to include a reference to the Debtor, its successors and assigns.
- k) **Governing Law:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario and New York with respect to any matter arising hereunder or related hereto.
- l) **Notice:** Subject to the specific requirements of the PPSA, any demand, notice, request, consent, approval or other communication required or permitted to be made or given by any party hereto to any other party hereto in connection with this Agreement shall be made in accordance

with the notice procedures set out in Section 12 of the Purchase Agreement, or otherwise shall be in writing and may be made or given by personal delivery to such party or by transmittal by facsimile transmission or similar electronic means of communication which produces a paper record to such party at the fax number noted on page 1 of this Agreement or, if postal services or courier deliveries are then operating, by sending the same via prepaid registered post or via generally recognized commercial courier (as the case may be) to such party at its address noted on page 1 of this Agreement or at such other address which the party to whom such communication is being given may have designated by notice given in accordance with the provisions of this paragraph. Any communication so delivered or transmitted by electronic means of communication shall be deemed to have been given and received on the day of delivery or transmittal, if a business day, or if not a business day, on the business day next following the day of delivery or transmittal, and any communication so mailed shall be deemed to have been given and received on the fourth business day following and exclusive of the date of mailing. In this paragraph, "business day" means any day except a Saturday, Sunday or statutory holiday in the Province of Ontario. Either party may give notice in writing to the other in the manner provided in this paragraph of any change of fax number or address of the party giving such notice, and from and after the giving of such notice, the fax number or address therein specified shall be deemed to be the fax number or address of such party for purposes of this paragraph.

- m) **Failure to Perfect:** The Secured Party shall not be liable or accountable for any negligence or failure to perfect its security interests, mortgages and charges granted herein, or seize, collect, realize, sell or obtain possession or payment of or for the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing, selling or obtaining possession or payment of the same or, for the purpose of preserving the rights of the Debtor or any other Person, firm or corporation in respect of same.
- n) **No Amendment:** This Agreement may not be amended, altered or qualified except by a written agreement between the parties and any amendment, alteration or qualification hereof shall be null and void and shall not be binding upon any party who has not signed such agreement.
- o) **Power of Attorney:** The Secured Party, or any receiver or agent appointed hereunder is hereby irrevocably constituted as the duly appointed lawful attorney of the Debtor, with full power (including full power of substitution), following the occurrence and during the continuance of an Event of Default, to make, do, execute and deliver all such documents, assignments, acts, matters or things on behalf of the Debtor with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient. The power of

attorney hereby granted is a power coupled with an interest and shall survive the dissolution, liquidation, winding-up or other termination of existence of the Debtor. The Debtor agrees to and does hereby ratify all acts done and all documents executed and delivered by the Secured Party following the occurrence and during the continuance of an Event of Default, pursuant to the power of attorney hereby granted and the Debtor hereby confirms that the Secured Party and all third parties are entitled to rely upon such ratification.

- p) **Time of Essence:** Time shall be strictly of the essence of this Agreement and of every part thereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- q) **Debtor's Receipt:** The Debtor hereby acknowledges receipt of a fully signed copy of this Agreement.
- r) **Counterparts:** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.
- s) **Financing Statement:** The Debtor hereby waives its entitlement to receive a copy of any financing statements registered by the Secured Party or statements confirming registration of a financing statement by the Secured Party with respect to this Agreement.
- t) **Conflict:** In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions giving the Secured Party or the Holders greater rights or remedies shall govern (to the maximum extent permitted by applicable law), it being understood that the purpose of this Agreement, the Purchase Agreement or any other Note Document is to add to, and not detract from, the rights granted to the Secured Party under the Note Documents; provided that, subject to the foregoing, in the case of any irreconcilable conflict between this Agreement and/or the Purchase Agreement with respect to the security interests granted by the Debtor to the Secured Party in any Collateral located in Canada and the rights and remedies of the Secured Party relative thereto, this Agreement shall govern.



IN WITNESS WHEREOF the Debtor has executed this Agreement and agrees to be bound thereby as of the Effective Date set forth above.

**ADDRESS**

199 Bay St., Commerce Court West,  
Parking Level 3, Data Level 2  
Toronto, On M5L1A2, Canada

**ANACOMP CANADA INC.**

By:   
Name: JEFF CARTWRIGHT  
Title: CEO

*[Signature Page to General Security Agreement]*