

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

3-17-08

RECORD
TRA

03-20-2008



Atty. Docket No.: 179898

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

or the new address(es) below.

1. Name of conveying party(ies):

ANACOMP, INC.

- Individual(s)
- General Partnership
- Corporation- State: Indiana
- Other

Citizenship (see guidelines) U.S.A

Additional names of conveying parties attached? Yes No



103490835

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

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

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date(s): March 12, 2008

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)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Additional sheet(s) attached? Yes No

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 or insufficiency should be credited or debited 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

Signature

March 17, 2008
Date

Total number of pages including cover sheet, attachments, and document: 30

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to TRADEMARK Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, Virginia 22313-1450

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

[See Attached]

Friday, February 23, 2008
Trademark Status Report

Page 1

Trademark	Status	Client-Matter/Sub-Case	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
ALVA Country: Canada Owner: ANACOMP, INC. Product:	Registered	318694/CA/	500852 Legacy Log: T03593CA0	17-Sep-1998 Resp.Off.: SD	Next Renewal	17-Sep-2013
ANACOMP Country: Australia Owner: ANACOMP, INC. Product: Classes: 009	Registered	318694/AU/	526361 A526361 Legacy Log: T03658AU0	03-Jan-1997 Resp.Off.: SD	Next Renewal	03-Jan-2017
ANACOMP Country: Australia Owner: ANACOMP, INC. Product: Classes: 037	Registered	318694/AU/2/	526363 A526363 Legacy Log: T03661AU0	03-Jan-1997 Resp.Off.: SD	Next Renewal	03-Jan-2017
ANACOMP Country: Brazil Owner: ANACOMP, INC. Product: Classes: 09	Registered	318694/BR/	815496478 Legacy Log: T03658BR0	28-Jan-1992 Resp.Off.: SD	Next Renewal	28-Jan-2012
ANACOMP Country: Brazil Owner: ANACOMP, INC. Product: Classes: 37	Registered	318694/BR/2/	815496486 Legacy Log: T03661BR0	17-Mar-1992 Resp.Off.: SD	Next Renewal	17-Mar-2012
ANACOMP Country: Canada Owner: ANACOMP, INC. Product: Classes: 009,042,037	Registered	318694/CA/2/	610292 368518 Legacy Log: T03657CA0	11-May-1990 Resp.Off.: SD	Next Renewal	11-May-2020

Friday, February 22, 2008
Trademark Status Report

Trademark	Status	Client-Matter/Sub-Case	App Number	App Date	Client Ref Number	Due Date(s)
			Reg Number	Reg Date	All Actions	

ANACOMP	Registered	318694/DK/	00141/1990	08-Jan-1990		
Country: Denmark			1864/1991	29-Mar-1991	Next Renewal	29-Mar-2011
Owner: ANACOMP, INC.			Legacy Log: T03657DK0	Resp.Off.: SD		
Product: ANACOMP						
Classes: 009,037						

ANACOMP	Registered	318694/FI/	T199106182	20-Dec-1991		
Country: Finland			126390	21-May-1993	Next Renewal	21-May-2013
Owner: ANACOMP, INC.			Legacy Log: T03657FI0	Resp.Off.: SD		
Product: ANACOMP						
Classes: 009,037						

ANACOMP	Registered	318694/FR/2/	1458143	30-Mar-1998	Next Renewal	29-Mar-2008
Country: France			Legacy Log:	Resp.Off.: SD		
Owner: ANACOMP, INC.						
Product: ANACOMP						
Classes: 035,001,009,016,002						

ANACOMP	Registered	318694/IE/	900139	05-Jan-1990	Next Renewal	04-Jan-2017
Country: Ireland			136197	05-Jan-1997		
Owner: ANACOMP, INC.			Legacy Log: T03658IE0	Resp.Off.: SD		
Product: ANACOMP						
Classes: 009						

ANACOMP	Registered	318694/JP/	2551192	30-Jun-1993	Next Renewal	30-Jun-2013
Country: Japan			Legacy Log: T03664JP0	Resp.Off.: SD		
Owner: ANACOMP, INC.						
Product: ANACOMP						
Classes: 009						

ANACOMP	Registered	318694-15054/JP/	2448502	31-Aug-1992	Next Renewal	31-Aug-2012
Country: Japan			Legacy Log: T03663JP0	Resp.Off.: SD		
Owner: ANACOMP, INC.						
Product: ANACOMP						
Classes: 001,009						

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Trademark Status Report

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Trademark	Status	App Number	App Date	Client Ref Number	Due Date(s)
ANACOMP	Client-Matter/SubCase	Reg Number	Reg Date	All Actions	
Country: Norway	Registered	156989	10-Jun-1993	Next Renewal	10-Jun-2013
Owner:	318694/NO/	Legacy Log: TB657N00	Resp.Off.: SD		
Product:					
Classes: 009,037					
ANACOMP	Registered	83606-PN	27-Nov-1992	Next Renewal	20-Jun-2015
Country: Philippines	318694/PH/	60808	20-Jun-1995	Next Renewal	
Owner: ANACOMP, INC.	Legacy Log: T03658PH0	Resp.Off.: SD			
Product:					
Classes: 009					
ANACOMP	Registered	261476	23-Jan-1990	Next Renewal	10-Aug-2012
Country: Portugal	318694/PT/	261476	10-Aug-1992	Next Renewal	
Owner: ANACOMP, INC.	Legacy Log: T03658PT0	Resp.Off.: SD			
Product:					
Classes: 009					
ANACOMP	Registered	261477	23-Jan-1990	Next Renewal	10-Aug-2012
Country: Portugal	318694/PT/2/	261477	10-Aug-1992	Next Renewal	
Owner: ANACOMP, INC.	Legacy Log: T03661PT0	Resp.Off.: SD			
Product:					
Classes: 037					
ANACOMP	Registered	1261907	02-Apr-1991	Next Renewal	02-Apr-2011
Country: Spain	318694/ES/R/	Legacy Log: T03662ES0	Resp.Off.: SD		
Owner: ANACOMP, INC.					
Product:					
Classes: 042					
ANACOMP	Registered	1261906	16-Nov-1989	Next Renewal	16-Nov-2009
Country: Spain	318694-150544/BS/	Legacy Log: T03661ES0	Resp.Off.: SD		
Owner: ANACOMP, INC.					
Product:					
Classes: 037					

Trademark Status Report

Trademark	Status	Client-Matter/Sub Case	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
ANACOMP	Registered	318694/SE/	253665 Legacy Log: T03658SB0	03-Dec-1993 Resp.Off.: SD	Next Renewal	03-Dec-2013
Country: Sweden						
Owner: ANACOMP, INC.						
Product:						
Classes: 009						
ANACOMP	Registered	318694/UK/3/	1339055 1339055 Legacy Log: T03659GB0	21-Mar-1988 21-Mar-1995 Resp.Off.: SD	Next Renewal	21-Mar-2015
Country: United Kingdom						
Owner: ANACOMP, INC.						
Product:						
Classes: 001,009,016						
ANACOMP	Registered	318694/UK/4/	1375892 1375892 Legacy Log: T03660GB0	01-Mar-1989 01-Mar-1989 Resp.Off.: SD	Next Renewal	01-Mar-2016
Country: United Kingdom						
Owner: ANACOMP, INC.						
Product:						
Classes: 035						
ANACOMP	Registered	318694/US/3/	73443044 1324169 Legacy Log: T03658US0	09-Sep-1983 12-Mar-1985 Resp.Off.: SD	Next Renewal	12-Mar-2015
Country: United States of America						
Owner: ANACOMP, INC.						
Product:						
Classes: 009						
ANACOMP	Registered	318694/US/4/	73443048 1329987 Legacy Log: T03660US0	09-Sep-1983 09-Apr-1985 Resp.Off.: SD	Next Renewal	09-Apr-2015
Country: United States of America						
Owner: ANACOMP, INC.						
Product:						
Classes: 035						
ANACOMP and A Lego (A on top)	Registered	318694-910280/ES/	2226062 2226062 Legacy Log: T03457ES0	08-Apr-1999 08-Apr-1999 Resp.Off.: SD	Next Renewal	08-Apr-2009
Country: Spain						
Owner: ANACOMP, INC.						
Product:						
Classes: 042						

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Revised February 24, 2009

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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ANACOMP and A Logo (new)	Registered	318694-900027/US/	76/074339 2724919 Legacy Log: T84271US0	20-Jun-2000 10-Jun-2003 Resp.Off.: SD	SECTION 8 & 15 AFFIDAVITS DUE Next Renewal	10-Jun-2009 10-Jun-2013
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ANACOMP AND PEOPLE LOGO

Country: United States of America

Owner: ANACOMP, INC.

Product:

Classes: 001,009,042,038,040,039,045

Legacy Log: T06131US0 Resp.Off.: SD

ANAFIND

Country: United States of America

Owner: ANACOMP, INC.

Product:

Classes: 009

Registered

318694/US/S/

74/523477
1914652
Legacy Log: T83682US0

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

Country: United States of America

Owner:

Product:

Classes: 042,038,040,039

Registered

318694-900023/US/

75/896919
2625767
Legacy Log: T04899US0

14-Jan-2000
24-Sep-2002
Resp.Off.: SD

SECTION 8 & 15
AFFIDAVITS DUE

Next Renewal

24-Sep-2008
24-Sep-2012

ANACOMP (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	Status	Client-Matter/Sub-Case	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
AUTOEXCEL	Registered	318694/US/9/ Registered	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/ Opp. Pending	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/ Proposed	T0619IUS0 Legacy Log: T0619IUS0	Resp.Off.: SD		
PHOTAGRAPHIX	Registered	318694/AU/4/ Registered	275934 B275934 Legacy Log: T03669AU0	05-Feb-1974 05-Feb-1974 Resp.Off.: SD	Next Renewal	05-Feb-2009
PHOTAGRAPHIX	Registered	318694/BL/3/ Registered	110471 Legacy Log: T03669BX0	31-Dec-1990 Resp.Off.: SD	Next Renewal	30-Jun-2010

Country: United States of America
 Owner: ANACOMP, INC.
 Product:
 Classes: 001

Country: United States of America
 Owner: ANACOMP, INC.
 Product:
 Classes: 009,042

Country: Australia
 Owner: ANACOMP, INC.
 Product:
 Classes: 009

Country: Benelux
 Owner: ANACOMP, INC.
 Product:
 Classes: 009,016,007

Trademark Status Report

Trademark	Status	Client-Matter/Sub-Case	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

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Trademark	Status	Client-Matter/Sub-Case	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: T03669NC0	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-LS0344/SG/	T78/78452G 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/	136555 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	

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Trademark	Status	App Number	App Date	Client Ref Number	Due Date(s)
	Client-Matter/SubCase	Reg Number	Reg Date	All Actions	
DATAGRAPHIX Country: United States of America Owner: Product: Classes: 009	Registered 318694/US/16/	72333767 924217 Legacy Log: T03697US0	28-Jul-1969 21-Nov-1991 Resp.Off.: SD	RENEWAL/AFFIDAVIT OF USE	23-Nov-2011
DATAGRAPHIX (Stylized) Country: Switzerland Owner: Product: Classes: 009, 016	Registered 318694/CH/2/	388684 Legacy Log: T03669CH0	21-Oct-1991 Resp.Off.: SD	Next Renewal	21-Oct-2011
DATAGRAPHIX (Stylized) Country: United States of America Owner: Product: Classes: 009	Registered 318694/US/17/	72333613 924216 Legacy Log: T03698US0	25-Jul-1969 21-Nov-1991 Resp.Off.: SD	RENEWAL/AFFIDAVIT OF USE	23-Nov-2011
DATAGRAPHIX XFP 2000 Country: Australia Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/AU/8/	548089 A548089 Legacy Log: T03598AU0	24-Dec-1997 Resp.Off.: SD	Next Renewal	24-Dec-2017
DATAGRAPHIX XFP 2000 Country: Austria Owner: ANACOMP, INC. Product: Classes: 001, 009	Registered 318694-15054/A/1/	142109 Legacy Log: T03598A/0	21-May-1992 Resp.Off.: SD	Next Renewal	31-May-2012
DATAGRAPHIX XFP 2000 Country: Belgium Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/BL/11/	757569 491054 Legacy Log: T03598BX0	21-Dec-1990 21-Dec-1990 Resp.Off.: SD	Next Renewal	21-Dec-2010

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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: 09,016	Registered 318694/CA/11/		067306900 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/NQ/6/		158874 Legacy Log: T03598NO0	18-Oct-1993 Resp.Off.: SD	Next Renewal	18-Oct-2013

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Trademark	Status	Client-Matter/Sub-Case	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/A/	1616895 Legacy Log: T03598BS0	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/S/	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/VB/	1311192 P173959 Legacy Log: T03599VB0	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's Status Report

Trademark	Status	Client-Matter/Sub-Case	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/TU/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

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Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
DOCHARBOR	Registered	318694-940024/US/	75/884881 2508017 Legacy Log: T04136US0	30-Dec-1999 13-Nov-2001 Resp.Off.: SD	Next Renewal	13-Nov-2011
Country: United States of America Owner: ANACOMP, INC. Product: Classes: 042,038,039						
ENVIRX	Registered	318694/EU/	090542050 542050 Legacy Log: T03603EU0	16-May-1997 28-Aug-1998 Resp.Off.: SD	Next Renewal	16-May-2017
Country: European Community Owner: ANACOMP, INC. Product: Classes: 001						
ENVIRX	Registered	318694/MX/8/	561373 Legacy Log: T03603MX0	27-Aug-1997 Resp.Off.: SD	Next Renewal	27-Aug-2017
Country: Mexico Owner: ANACOMP, INC. Product: Classes: 001						
ENVIRXPLUS	Registered	318694-900030/	77/139364 3347816 Legacy Log: T05997US0	23-Mar-2007 04-Dec-2007 Resp.Off.: SD	SECTION 8/15 AFFIDAVITS DUE First Renewal SECTION 8 AFFIDAVIT DUE	04-Dec-2013 04-Dec-2017 04-Dec-2017
Country: United States of America Owner: ANACOMP, INC. Product: Classes: 01						
LASERPOS	Registered	318694/US/42/	74/027954 1628864 Legacy Log: T03723US0	12-Feb-1990 25-Dec-1990 Resp.Off.: SD	RENEWAL/AFFIDAVIT OF USE	25-Dec-2010
Country: United States of America Owner: Product: Classes: 001						
BER-XP	Registered	318694/EM/	590471 590471 Legacy Log: T03722EU0	21-Jul-1997 05-Jan-1999 Resp.Off.: SD	Next Renewal	21-Jul-2017
Country: European Community Owner: ANACOMP, INC. Product: Classes: 001						

Friday, February 22, 2008
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Trademark	Status Client-Matter/Sub-Case	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
LASER-XP Country: United States of America Owner: ANACOMP, INC. Product: Classes: 001	Registered 318694-900038/US/	75322139 2305117 Legacy Log: T03722US0	10-Jul-1997 04-Jan-2000 Resp.Off.: SD	Next Renewal	04-Jan-2010
THE PLACE WHERE E-DOCUMENTS WORK Country: United States of America Owner: ANACOMP, INC. Product: Classes: 035,038	Registered 318694-900026/US/	767019418 2815293 Legacy Log: T04262US0	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
TOOL CHEST Country: United States of America Owner: Xidex Corporation Product: Classes: 009	Registered 318694/US/48/	1532762 Legacy Log: T03730US0	04-Apr-1989 Resp.Off.: SD	Next Renewal	04-Apr-2009
XFP 2000 Country: Benelux Owner: ANACOMP, INC. Product: Classes: 009	Registered 318694/BL/14/	490844 Legacy Log: T03605BX0	21-Dec-1990 Resp.Off.: SD	Next Renewal	21-Sep-2010
SALE MARK Country: Brazil Owner: ANACOMP, INC. Product: Classes: 09	Registered 318694/BR/6/	816029210 Legacy Log: T03605BR0	26-May-1992 Resp.Off.: SD	Next Renewal	26-May-2012
SALE MARK Country: France Owner: Product: Classes: 009	Registered 318694/FR/14/	259734 1637314 Legacy Log: T03605FR0	08-Jan-1991 08-Jan-1991 Resp.Off.: SD	Next Renewal	08-Jan-2011

Trademark Status Report

Trademark	Status	Client-Matter/SubCase	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
XFP 2000	Registered	318694/GR/5/	102412 102412 Legacy Log: T03605GR0	14-Jan-1991 17-Mar-1994 Resp.Off.: SD	Next Renewal	14-Jan-2011
XFP 2000	Registered	318694/IT/9/	RM2001C000756 611494 Legacy Log: T03605IT0	08-Feb-1991 14-Dec-1993 Resp.Off.: SD	Next Renewal	08-Feb-2011
XFP 2000	Registered	318694/JP/14/	2695426 Legacy Log: T03605JP0	30-Sep-1994 Resp.Off.: SD	Next Renewal	30-Sep-2014
XFP 2000	Registered	318694/JP/15/	2621631 Legacy Log: T03606JP0	28-Feb-1994 Resp.Off.: SD	Next Renewal	28-Feb-2014
XFP 2000	Registered	318694/MX/10/	420015 420015 Legacy Log: T03605MX0	13-Mar-1992 15-Jan-1992 Resp.Off.: SD	Next Renewal	13-Mar-2012
XFP 2000	Registered	318694/ES/7/	1616894 Legacy Log: T03605ES0	11-Feb-1991 Resp.Off.: SD	Next Renewal	11-Feb-2011

Trademark Status Report

Trademark	Status	App Number	App Date	Client Ref Number	Due Date(s)
	Client-Matter/SubCase	Reg Number	Reg Date	All Actions	
XFP 2000	Registered 318694/US/50/	74/035982 1662935 Legacy Log: T03733US0	29-Oct-1991 Resp.Off.: SD	RENEWAL/AFFIDAVIT OR USE	29-Oct-2011
Country: United States of America					
Owner:					
Product:					
Classes: 009					
XIDEX	Registered 318694/CA/15/	433154 Legacy Log: T03734CA0	09-Sep-1994 Resp.Off.: SD	Next Renewal	09-Sep-2009
Country: Canada					
Owner: ANACOMP, INC.					
Product:					
Classes: 009					
XIDEX	Registered 318694/MX/11/	505452 Legacy Log: T03734MX0	21-Apr-1993 Resp.Off.: SD	Next Renewal	21-Apr-2013
Country: Mexico					
Owner: ANACOMP, INC.					
Product:					
Classes: 009					
XIDEX	Registered 318694/US/52/	72362575 0945199 Legacy Log: T03735US0	12-Jun-1970 17-Oct-1972 Resp.Off.: SD	Next Renewal	17-Oct-2012
Country: United States of America					
Owner: ANACOMP, INC.					
Product:					
Classes: 001					
XIDEX and Devices	Registered 318694/DE/17/	1021795 Legacy Log: T03776DE0	24-Jul-1990 Resp.Off.: SD	Next Renewal	24-Jan-2010
Country: Germany					
Owner:					
Product:					
Classes: 001,009					
XIDEX STYLIZED	Registered 318694/CA/13/	245409 Legacy Log: T03773CA0	23-May-1980 Resp.Off.: SD	Next Renewal	23-May-2010
Country: Canada					
Owner: ANACOMP, INC.					
Product:					

Trademark Status Report

Trademark	Status	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Date(s)
XIDEX STYLIZED	Registered	494340	11-May-1998	Next Renewal	11-May-2013
Country: Canada	318694/CA/14/	Legacy Log: T03772CA0	Resp.Off.: SD		
Owner: ANACOMP, INC.					
Product:					
XIDEX STYLIZED in Red and Black	Registered	57-66197	29-Jul-1985	Next Renewal	29-Jul-2015
Country: Japan	318694/JR/20/	1787827	29-Jul-1985		
Owner: ANACOMP, INC.		Legacy Log: T03774JP0	Resp.Off.: SD		
Product:					
Classes: 001					

EXECUTION VERSION**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of March 12, 2008, is made by **ANACOMP, INC.**, an Indiana corporation ("Company"), in favor of **OBSIDIAN LLC**, a Delaware limited liability company ("Collateral Agent"), with reference to the following:

WHEREAS, the Company, the Collateral Agent and Trust A-4 - Lloyd I. Miller, Trust C - Lloyd I. Miller, and Special Value Continuation Partners, L.P. (collectively, the "Purchasers") have entered into that certain note purchase agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Purchase Agreement"), pursuant to which, among other things, the Company will issue, in an offering exempt from registration under the Securities Act of 1933, as amended, of up to \$10,000,000 in aggregate principal amount of Secured Senior Subordinated Notes (together with any notes issued in exchange or substitution therefore, the "Notes") to the Purchasers, and pursuant to which the Company has granted to the Collateral Agent, for the benefit of the Holders, security interests in (among other things) all general intangibles of the Company;

WHEREAS, pursuant to the Note Documents, and as one of the conditions precedent to the obligations of the Purchaser and the Collateral Agent under the Purchase Agreement, the Company has agreed to execute and deliver this Agreement to the Collateral Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate the Collateral Agent's existing security interests in the trademarks and other general intangibles described herein; and

WHEREAS, the security interests granted hereby are 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 Collateral Agent, and the Purchasers as junior creditors.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company hereby agrees in favor of the Collateral Agent, for the benefit of the Holders, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" has the meaning ascribed to such term in the preamble hereto.

"Code" means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to the Collateral Agent's

Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

"Collateral Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Company" has the meaning ascribed to such term in the preamble to this Agreement.

"Event of Default" means any Event of Default under the Purchase Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the Code, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of the Company, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of the Company from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to the Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Purchase Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

"Secured Obligations" means all liabilities, obligations (including the Obligations), or undertakings owing by the Company to the Holders or the Collateral Agent of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Notes, the Purchase Agreement, this Agreement, or any of the other Note Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, indemnities, fees (including attorneys fees), and expenses (including interest, costs, indemnities, fees, and expenses that accrue with respect thereto, irrespective of whether a claim therefor is allowed pursuant to the provisions of the Bankruptcy Code (if applicable)) and any and all costs, indemnities, fees (including attorneys fees), and expenses and any and all other amounts which the Company is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the Code.

(c) Interpretation. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term “including” is 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 Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references are to this Agreement unless otherwise specified. All of the exhibits or schedules attached to this Agreement shall be deemed incorporated herein by reference. Any reference in this Agreement or in any of the other Note Documents to this Agreement or any of the other Note Documents 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 therein). In the event of a direct conflict between the terms and provisions of this Agreement and the Purchase Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Purchase Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Company and supplemental rights and remedies in favor of the Collateral Agent (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Purchase Agreement. Any reference herein to the payment in full of the Secured Obligations shall mean the payment in full in cash of all Secured Obligations other than contingent indemnification Secured 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 shall be satisfied by the transmission of a Record and any Record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. The captions and headings are for convenience of reference only and shall not affect the construction of this Agreement. References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

2. Security Interest.

(a) Grant of Security Interests. To secure the prompt payment and performance of the Secured Obligations, the Company hereby grants to the Collateral Agent, for the benefit of the Holders, a continuing security interest in all of the Company’s right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the “Trademark Collateral”):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, throughout the world, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Company, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States or other trademark offices throughout the world (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the Company's name or in the name of the Collateral Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of the Company's business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. The Company hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Purchase Agreement. This Agreement shall be fully incorporated into the Purchase Agreement and all understandings, agreements and provisions contained in the Purchase Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Purchase Agreement.

(d) Licenses. The Company may grant licenses of the Trademark Collateral in accordance with the terms of the Purchase Agreement.

3. Further Assurances; Appointment of the Collateral Agent as Attorney-in-Fact. The Company at its expense shall execute and deliver, or cause to be executed and delivered, to the Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to the Collateral Agent, and take any and all action, which the Collateral Agent, in the exercise of its Permitted Discretion, may reasonably request from time to time, to

perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by the Collateral Agent and to accomplish the purposes of this Agreement. If the Company refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by the Collateral Agent in accordance with the foregoing, the Collateral Agent shall have the right, in the name of the Company, or in the name of the Collateral Agent or otherwise, without notice to or assent by the Company, and the Company hereby irrevocably constitutes and appoints the Collateral Agent (and any of the Collateral Agent's officers or employees or agents designated by the Collateral Agent) as the Company's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of the Company on all or any of such documents or instruments and perform all other acts that the Collateral Agent in the exercise of its discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by the Collateral Agent, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Company, which the Collateral Agent, in the exercise of its discretion, deems necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement (subject to the Intercreditor Agreement), including (A) upon the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to any Trademark Collateral, (B) upon the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of any Trademark Collateral, and (C) upon the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for the Collateral Agent to use any Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally paid in full and performed, including in respect of the repayment in full of the Notes.

4. Representations and Warranties. The Company represents and warrants to the Collateral Agent as follows:

(a) No Other Trademarks. Schedule A (as amended from time to time) sets forth, a true and correct list of all of the Company's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by the Company.

(b) Trademarks Subsisting. Each of the Company's Trademarks, including without limitation those listed in Schedule A, is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of the Company's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable, except to the extent the invalidity or unenforceability of any such Trademark could not reasonably be expected to result in a Material Adverse Change.

(c) Ownership of Trademark Collateral; No Violation. (i) The Company has rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that it owns, (ii) the Company is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than Permitted Liens), including registered user agreements and covenants by the Company not to sue third persons, and (iii) with respect to any Trademarks for which the Company is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, the Company is not in material default of any of its obligations thereunder and no other Person has any rights in or to any of such Trademark Collateral, other than (A) the parties to such licenses or licensing agreements, -or (B) in the case of any non-exclusive license or license agreement entered into by the Company or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by the Company or any such licensor with any other Person.

(d) No Infringement. To the best of the Company's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by the Company has not, does not and will not infringe upon or violate any right, privilege, or license agreement of or with any other Person or give such Person the right to terminate any such license agreement where such infringement or violation could reasonably be expected to result in a Material Adverse Change. No Person has made a claim that the use of the Trademark Collateral or the subject matter described therein does infringe the rights of any Person where such infringement could reasonably be expected to result in a Material Adverse Change. As of the date hereof, no Person has made a written claim to the Company that the use of the Trademark Collateral or the subject matter described therein infringes the rights of any Person where such infringement could reasonably be expected to result in a Material Adverse Effect.

(e) Powers. The Company has the power and authority to pledge and to grant to the Collateral Agent, security interests in all right, title, and interest of the Company in and to the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. The Company covenants that so long as this agreement shall be in effect, the Company shall:

(a) Promptly upon the Company's knowledge thereof give the Collateral Agent written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks or the Trademark Collateral which is material to its business, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which the Company is a licensee;

(b) On a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or advisable or may be requested by the Collateral Agent to

carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure the Company's compliance with this Agreement or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, the Company:

(i) hereby authorizes the Collateral Agent in its Permitted Discretion if the Company refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by the Collateral Agent, to modify this Agreement without first obtaining the Company's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Trademark or any Trademark acquired or developed by the Company after the execution hereof, or to delete any reference to any right, title or interest in any Trademark in which the Company no longer has or claims any right, title or interest; and

(ii) hereby authorizes the Collateral Agent, in its Permitted Discretion, to file one or more financing or continuation statements, if the Company refuses to execute and deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by the Collateral Agent, in each case, relative to all or any portion of the Trademark Collateral, without the signature of the Company where permitted by law;

(c) Comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all material Trademark Collateral and give such notice of Trademark, prosecute such material claims, and do all other acts and take all other measures which, in the Company's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain such material Trademark Collateral and all of the Company's rights therein. Future Rights . For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until the Collateral Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when the Company shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of this Agreement shall automatically apply thereto. the Company shall do all things deemed necessary or advisable by the Collateral Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of the Collateral Agent in such future acquired Trademark Collateral. If the Company refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by the Collateral Agent in connection herewith, the Company hereby authorizes the Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Company's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed. Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Events of Default. The occurrence of any "Event of Default" under the Purchase Agreement shall constitute an Event of Default hereunder.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, but subject to the terms of the Intercreditor Agreement, the Collateral Agent shall have all rights and remedies available to it under the Purchase Agreement and the other Note Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. The Company hereby agrees that such rights and remedies include the right of the Collateral Agent as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to the Code. The Company hereby agrees that the Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Note Documents, for any Trademark Collateral that is necessary to permit the exercise of any of the Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of the Company in which the Collateral Agent has a security interest, including the Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by the Company (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, but subject to the terms of the Intercreditor Agreement, the Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Collateral Agent, in the exercise of its discretion, deems necessary or advisable, in the name of the Company or the Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event the Company shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent necessary to such enforcement. To the extent that the Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, the Company, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Company and the Collateral Agent and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive the Collateral Agent of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement and the other Note Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, the Collateral Agent may reexecute this

Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. Purchase Agreement. The Company acknowledges that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Purchase Agreement and the other Note Documents and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. The Company acknowledges that this Agreement and the other Note Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Company agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Termination Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Purchase Agreement, this Agreement shall terminate, and the Collateral Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by the Company, at the Company's expense, as shall be necessary to evidence termination of the security interest granted by the Company to the Collateral Agent hereunder.

18. Duties of the Collateral Agent. Notwithstanding any provision contained in this Agreement, the Collateral Agent shall not have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Company or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Collateral Agent hereunder or in connection herewith, the Collateral Agent shall not have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

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

ANACOMP, INC.,
an Indiana corporation

By: 

Name: Jeffrey S. Cartwright

Title: Senior Vice President, Chief Financial
Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

OBSIDIAN LLC,
a Delaware limited liability company, as the
Collateral Agent

By: 

Name: Mark K. Holdsworth

Title: Authorized Person

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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