

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amendment Number Two to Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANACOMP, INC.		04/06/2009	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	WELLS FARGO Foothill, INC.		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77457539	INVOICELOGISTIX	
Serial Number:	77520475	ANACOMP	
Serial Number:	77550683	DOCNATIVE	
Registration Number:	3533736	CASELOGISTIX	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213.683.5698		
Email:	minettetayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco		
Address Line 1:	515 S. Flower St., 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	WFF/ANACOMP (45035.00150)		
NAME OF SUBMITTER:	Minette M. Tayco		

CH \$115.00 77457539

**AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of April 6, 2009, is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of July 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Debtors listed on the signature pages hereof (each individually, a "Debtor" and collectively, jointly and severally, the "Debtors"), and WELLS FARGO FOOTHILL, INC., in its capacity as agent for the Lender Group (in such capacity, together with its successors, the "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Debtors and Agent are parties to that certain Trademark Security Agreement, which was received by the United States Patent and Trademark Office on August 6, 2004;

WHEREAS, Debtors and Agent are parties to that certain Amendment Number One to Trademark Security Agreement, which was received by the United States Patent and Trademark Office on March 24, 2008;

WHEREAS, Debtors and Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtors and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement, a copy of which is attached hereto as Exhibit "A", and shall secure all Obligations.

2. Debtors hereby: (a) reaffirm all prior grants of security interests in favor of Agent in all of Debtors' right, title, and interest in, to, and under the Trademark Collateral identified in the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grant, assign, transfer, and convey to Agent continuing security interests in all of Debtors' right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represent and warrant that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date; and (d) agree that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

4. This Amendment is a Loan Document.

5. This Amendment 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.

[Signature page follows]

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

DEBTORS:

ANACOMP, INC.,
an Indiana corporation

By: 

Name: Dan Nejar

Title: EVP, General Counsel & Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By: 

Name: Troy V. Erickson

Title: Vice President

Schedule 1

Pending Servicemark or Trademark Applications

<u>Servicemark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
INVOICELOGISTIX	77457539	April 24, 2008
ANACOMP	77520475	July 11, 2008
DOCNATIVE	77550683	August 19, 2008

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CASELOGISTIX	3533736	November 18, 2008

Exhibit A

Confirmation of Receipt

Client: Amy Lee Brady
Firm Name: CSC Company
Date: August 6, 2004
Telephone: 800-833-9848
Reference:

The following materials will be delivered to the U.S. Patent & Trademark Office on August 6, 2004.

1. Recordation Form Cover Sheet Trademarks Only and Trademark Security Agreement between ANACOMP, INC. and WELLS FARGO FOOTHILL, INC. for the trademark number 1,746,306 and 28 others

Patent & Trademark Office Fee \$ 740.00

Fee advanced by the attached CSC check number: 10161057

Please note: Upon submission of this material to the Patent & Trademark Office, all questions concerning contents will be directed to the applicant or applicant's attorney.

US PATENT &
TRADEMARK OFFICE

2004 AUG -6 P 2:11

TRADEMARK FEE PROCESS
RECEIVED

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 30, 2004, is made by ANACOMP, INC., an Indiana corporation ("Debtor"), in favor of WELLS FARGO FOOTHILL, INC., a California corporation ("Lender"), with reference to the following:

WHEREAS, Debtor and Lender have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make certain financial accommodations to Debtor, and pursuant to which Debtor has granted to Lender security interests in (among other things) all general intangibles of Debtor.

WHEREAS, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of Lender under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Lender 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 Lender's existing security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Lender 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 Loan 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 Lender'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.

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

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

"Lender" means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement, and any other person made a party thereto in accordance with the provisions of Section 14.1 thereof (together with their respective successors and assigns).

"Loan Agreement" has the meaning ascribed to such term in the recitals to this 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 Debtor, 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 Debtor 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 Debtor 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.

"Secured Obligations" means all liabilities, obligations (including the Obligations), or undertakings owing by Debtor to Lender of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan 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 Debtor 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 Loan Documents to this Agreement or any of the other Loan 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 Loan 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 Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Lender (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 Loan 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, Debtor hereby grants to Lender, a continuing security interest in all of Debtor'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, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, 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 (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 Debtor's name or in the name of Lender 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 Debtor'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. Debtor 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 Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan 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 Loan Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Agreement.

3. Further Assurances: Appointment of Lender as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Lender any and all documents and instruments, in form and substance reasonably satisfactory to Lender, and take any and all action, which Lender, 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 Lender and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Lender in accordance with the foregoing, Lender shall have the right, in the name of Debtor, or in the name of Lender or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Lender (and any of Lender's officers or employees or agents designated by Lender) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all

other acts that Lender 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 Lender, 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 Debtor, which Lender, 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, 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 Lender 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 and Lender's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Debtor represents and warrants to Lender as follows:

(a) No Other Trademarks. Schedule A (as amended from time to time) sets forth, a true and correct list of all of Debtor'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 Debtor.

(b) Trademarks Subsisting. Each of Debtor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor'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) Debtor has rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that it owns, (ii) Debtor 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 Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor 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, Debtor 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 Debtor or any such licensor regarding such Trademark, the parties to

any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person.

(d) No Infringement. To the best of Debtor'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 Debtor 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.

(e) Powers. Debtor has the power and authority to pledge and to grant to Lender, security interests in all right, title, and interest of Debtor 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. Debtor covenants that so long as this agreement shall be in effect, Debtor shall:

(a) Promptly upon Debtor's knowledge thereof give Lender 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 Debtors 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 Lender 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 Debtor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, Debtor:

(i) hereby authorizes Lender in its Permitted Discretion if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Lender, to modify this Agreement without first obtaining Debtor'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 Debtor after the execution hereof, or to delete any reference to any right, title or interest in any Trademark in which Debtor no longer has or claims any right, title or interest; and

(ii) hereby authorizes Lender, in its Permitted Discretion, to file one or more financing or continuation statements, if Debtor refuses to execute and

deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by Lender, in each case, relative to all or any portion of the Trademark Collateral, without the signature of Debtor 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 Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain such material Trademark Collateral and all of Debtor's rights therein.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Lender shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor 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. Debtor shall do all things deemed necessary or advisable by Lender in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Lender in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Lender in connection herewith, Debtor hereby authorizes Lender to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor'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. Duties of Lender. Notwithstanding any provision contained in this Agreement, Lender shall not have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Lender hereunder or in connection herewith, Lender shall not have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

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

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Lender shall have all rights and remedies available to it under the Loan Agreement and the other Loan 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. Debtor hereby agrees that such rights and remedies include the right of Lender as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to the Code. Debtor hereby agrees that Lender shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is necessary to permit the exercise of any of Lender'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 Debtor in which Lender has a security interest, including Lender's rights to sell

inventory, tooling or packaging which is acquired by Debtor (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, Lender shall have the right but shall in no way be obligated to bring suit, or to take such other action as Lender, in the exercise of its discretion, deems necessary or advisable, in the name of Debtor or Lender, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all documents required by Lender necessary to such enforcement. To the extent that Lender shall elect not to bring suit to enforce such Trademark Collateral, Debtor, 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.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Lender and their respective successors and assigns.

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

12. 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 Lender of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan 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, Lender may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. 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.

15. 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.

16. Loan Agreement. Debtor acknowledges that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.


17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. 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 Loan Agreement, this Agreement shall terminate, and Lender shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Lender hereunder.

[Signature page follows]

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: Linster W. Fox
Title: Executive Vice President and Chief
Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Lender

By: 

Name: Charles W. Kim

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-2

TRADEMARK
REEL: 003968 FRAME: 0519

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

[See Attached]

ANACOMP INC
WORLDWIDE TRADEMARK PORTFOLIO

Mark	Applicant	Int'l Class	Publ	Reg No	Reg Date	Remarks
GOVE Dockets	Filing Date		Date	Date	Revs	Date
GOVERNMENT						
ARGENTINA						
1.	ALVA T03593AR0 910250	9	2,063,767 1/3/97			Abandoned.
2.	ALVA T03596AR0 910251	35	2,063,768 1/3/97			Abandoned.
3.	DATAGRAPHIX T03669AR0	9		1229033 2/17/98	2/17/08	Registered.
AUSTRALIA						
1.	ANACOMP T03658AU0	9		A526361 1/3/97	1/3/07	Registered.
2.	ANACOMP T03661AU0	37		A526363 1/3/97	1/3/07	Registered.
3.	DATAGRAPHIX T03669AU0	9		B275934 2/5/95	2/5/09	Registered.
4.	DATAGRAPHIX T03677AU0	9		A533390 4/30/97	4/30/07	Registered.
5.	DATAGRAPHIX XFP 2000 T03598AU0	9		A548089 12/24/97	12/24/07	Registered.
6.	XIDEX T03734AU0	9		A432121 8/22/92	8/22/06	Registered.
7.	XIDEX T03770AU0	42		A432122 8/22/92	8/22/06	Registered.

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ANACOMP INC WORLDWIDE TRADEMARK PORTFOLIO										
Mark	App No	Class	Publ	Reg No	Reg Date	Renewal	Ref	Reg No	Reg Date	
Country	App No	Class	Publ	Reg No	Reg Date	Renewal	Ref	Reg No	Reg Date	
Country	App No	Class	Publ	Reg No	Reg Date	Renewal	Ref	Reg No	Reg Date	
AUSTRIA										
1.	DATAGRAPHIX XFP 2000			1, 9				142109	5/21/92	Registered.
	T03598A00									
BENELUX										
1.	ANACOMP			1, 2, 9, 16, 35,				447883	3/22/98	Registered.
	T03657BX0									
2.	DATAGRAPHIX			7, 9, 16				110471	12/31/90	Registered.
	T03669BX0									
3.	DATAGRAPHIX XFP 2000			9				491054	12/21/90	Registered.
	T03598BX0									
4.	XFP 2000			9				490844	12/21/90	Registered.
	T03605BX0									
BOSNIA										
1.	DATAGRAPHIX			9, 16				24831	8/15/90	Abandoned.
	T03669BX0									
BRAZIL										
1.	ALVA			9.40/45/5						Abandoned
	T03593BR0			5	819783749	1/9/97				
	910252									
2.	ALVA			40.34/60/						Abandoned.
	T03596BR0			65	819783757	1/9/97				
	910253									
3.	ANACOMP			9.45, 9.55				815496478	1/28/92	Registered.
	T03658BR0									

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ANACOMP INC. WORLDWIDE TRADEMARK PORTFOLIO									
Mark	App No	Int Class	Pub Date	Reg No	Regn Date	Renewal Date	Remarks	GMF Docket #	GMF Matter #
4. ANACOMP T03661BR0		37.44, 37.45		815496486	3/17/92	3/17/12	Registered.		
5. DATAGRAPHIX XFP 2000 T03598BR0		9.40, 9.55, 9.80		816029229	5/26/92	5/26/12	Registered.		
6. XFP 2000 T03605BR0		9.40, 9.55, 9.80		816029210	5/26/92	5/26/12	Registered.		
7. XIDEX STYLIZED T03772BR0		9.45		810058995	3/1/93	3/1/03	Abandoned.		
8. XIDEX STYLIZED T03773BR0		9.40, 9.45, 9.80		811865002	7/15/96	7/15/06	Registered.		
9. XIDEX PRECISION T03778BR0		9.40, 9.55		816049890	12/5/95	12/5/05	Registered. To be abandoned.		
CANADA									
1. ALVA T03593CA0		9, 16, 35, 38, 42		500852	9/17/98	9/17/13	Registered. To be abandoned.		
2. ANACOMP T03657CA0		9, 37, 42		368518	5/11/90	5/11/05	Registered.		
3. COFI T03597CA0 910259	868,750 2/4/98						Abandoned.		
4. DATAGRAPHIX T03669CA0		9, 16, 35, 37, 41, 42		226525	3/10/93	3/10/08	Registered.		

ANACOMP, INC. WORLDWIDE TRADEMARK PORTFOLIO									
Trademark	App. No.	Pub. Date	Process	Pub. Date	Reg. No.	Reg. Date	Renewal Date	Retains	
GOVERNMENT	GOVERNMENT	GOVERNMENT	GOVERNMENT	GOVERNMENT	GOVERNMENT	GOVERNMENT	GOVERNMENT	GOVERNMENT	GOVERNMENT
5. DATAGRAPHIX XFP 2000 T03598CA0			1, 9		395289	3/6/92	3/6/07	Registered.	
6. ENVIRX (Stylized) T03602CA0 910269	846,657	6/2/97	N/A		447294 9/8/95		9/8/10	Abandoned.	
7. PRECISION STYLIZED			N/A		433154 9/9/94		9/9/09	Registered. To be abandoned.	
8. XIDEX T03734CA0			N/A		494340 5/1/98		5/1/13	Registered.	
9. XIDEX STYLIZED T03772CA0			N/A		245409 5/23/95		5/23/10	Registered.	
10. XIDEX STYLIZED T03773CA0			N/A						
CHILE:									
1. AUTOCOM T03665CLO			9		415801 11/4/93		11/4/03	Abandoned.	
2. DATAGRAPHIX T03669CLO			9		401755 2/10/93 [new Reg. No. 622078]		2/10/13	Registered.	
CHINA:									
1. DATAGRAPHIX T03669CNO			9		184914 7/5/93		7/04/13	Registered.	

ANACOMP, INC. WORLDWIDE TRADEMARK PORTFOLIO												
Mark	Reg. No.	Int. Class	Publ. Date	Reg. No.	Int. Class	Publ. Date	Reg. No.	Int. Class	Publ. Date	Reg. No.	Int. Class	Publ. Date
GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#	GC/FF/Mark#
2.	DragonCOM and Dragon Device T03600CNO 910262		970085301 8/15/97	9								Abandoned.
3.	XIDEX T03771CNO		970080789 8/4/97	1								Pending.
COLOMBIA												
1.	ALVA T03593COO 910254		96067442 12/24/96	9		10/30/98	220437 9/10/99		9/10/09			Registered. To be abandoned.
2.	ALVA T03596COO		960067444 12/24/96				212198 8/31/98		8/31/08			Registered. To be abandoned.
COMMUNITY TRADEMARK												
1.	ALVA T03593EU0		469882 2/17/97	9, 35								Abandoned.
2.	ENVIRX T03603EU0			1			542050 5/16/97		5/16/07			Registered.
3.	LASER-XP T03722EU0		590471 7/21/97	1			590471 1/5/99		7/21/07			Registered
CROATIA												
1.	DATAGRAPHIX T03669HKO			9, 16			Z930816 7/26/95		8/15/00			Abandoned

ANACOMP INC. WORLDWIDE TRADEMARK PORTFOLIO													
Mark	Appl. No.	Int. Clas.	Publ. Date	Reg. No.	Reg. Date	Remain.	Mark	Appl. No.	Int. Clas.	Publ. Date	Reg. No.	Reg. Date	Remain.
Country	Class	Code	Date	Code	Date	Code	Country	Class	Code	Date	Code	Date	Code
CZECH REPUBLIC													
1.	ENVIRX			1							212732	5/22/07	Registered.
	T03603CZO										5/22/97		
DENMARK													
1.	ANACOMP			9, 37							1864/1991	3/29/11	Registered.
	T03657DK0										3/29/91		
2.	DATAGRAPHIX			9, 16							1187/1977	3/25/07	Registered.
	T03669DK0										3/25/97		
3.	DATAGRAPHIX XFP 2000			9							VR	9/4/12	Registered.
	T03598DK0										08.228/1992		
											9/4/92		
FINLAND													
1.	ANACOMP			9, 37							126390	5/21/13	Registered.
	T03657FIO										5/21/93		
2.	DATAGRAPHIX			9, 16							73900	7/7/00	Abandoned.
	T03669FIO										7/7/80		
3.	DATAGRAPHIX XFP 2000			9							127783	9/6/13	Registered.
	T03598FIO										9/6/93		
FRANCE													
1.	ANACOMP			1, 2, 9, 16, 35,							1458143	3/29/08	Registered.
	T03657FRO										3/30/98		
2.	DATAGRAPHIX			7, 9, 16, 42							1597844	6/18/10	Registered.
	T03669FRO										6/19/90		

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ANACOMP, INC. WORLDWIDE TRADEMARK PORTFOLIO									
Mark Owner/Device# Country/Mark#	Applic. No./ Filing Date	Int. Cl. S.	Publ. Date	Reg. No./ Date	Reg. No./ Date	Reg. No./ Date	Reg. No./ Date	Reg. No./ Date	Remarks
3. DATAGRAPHIX XFP 2000 T03598FR0		9		1637311 1/8/91			17/11		Registered.
4. KALVAR DESIGN T03767FR0		1, 9		1585819 4/10/90			4/9/00		Abandoned
5. MICRON T03726FR0				1206331 6/10/92			6/10/02		Abandoned
6. PRECISION XIDEX T03769FR0				1226225 2/1/93			1/31/03		Abandoned
7. XFP 2000 T03605FR0		9		1637314 1/8/91			1/5/11		Registered.
GERMANY									
1. ANACOMP T03657DE0		1, 9, 16, 35, 42		1136631 3/22/89			4/1/08		Registered.
2. DATAGRAPHIX T03669DE0		7, 9, 16, 35, 36, 37, 41, 42		1157507 4/17/90			6/1/08		Registered.
3. DATAGRAPHIX XFP 2000 T03598DE0		9		2009981 2/24/92			2/1/11		Registered.
4. PRECISION XIDEX T03769DE0		9		1123901 6/27/88			2/1/03		Abandoned.
5. TOTAL MEMORY (Stylized) T03604DE0		9		2912221 10/24/95			7/1/03		Abandoned.
6. XIDEX and Device T03776DE0		1		1021795 8/19/81			7/31/10		Registered.

ANACOMP, INC. WORLDWIDE TRADEMARK PORTFOLIO															
Mark	App. No.	Int. Class.	Publ. Date	Reg. No.	Reg. Date	Renewal Date	Remarks	Mark	App. No.	Int. Class.	Publ. Date	Reg. No.	Reg. Date	Renewal Date	Remarks
GC/VE/Device #	Filing Date							GC/VE/Device #	Filing Date						
7.	XIDEX NON SILVER PHOTOPRINT FILM SYSTEM AND DEVICE. T03777DE0		1						1021796 7/24/90				8/1/00	Abandoned.	
GREECE															
1.	ANACOMP T03658GR0		9						99190 5/23/90				5/23/00	Abandoned.	
2.	DATAGRAPHIX T03669GR0		9						63487 5/2/89				5/2/09	Registered.	
3.	DATAGRAPHIX XFP 2000 T03598GR0		9						102413 1/14/91				1/14/11	Registered	
4.	XFP 2000 T03605GR0		9						102412 1/14/91				1/14/11	Registered.	
HONG KONG															
1.	DragonCOM and Dragon Device T03600CNO 910262		9						11214/97 8/6/97				8/6/04	Registered. To be abandoned.	
HUNGARY															
1.	ENVIRX T03603HU0		1						150955 5/28/97				5/28/07	Registered.	
IRELAND															
1.	ANACOMP T03658IE0		9						136197 1/5/97				1/5/07	Registered.	

ANACOMP, INC. WORLDWIDE TRADEMARK PORTFOLIO															
Mat. No.	App. No.	Int. Class.	Pub. Date	Reg. No.	Reg. Date	Renewal Date	Remarks	Mat. No.	App. No.	Int. Class.	Pub. Date	Reg. No.	Reg. Date	Renewal Date	Remarks
2.	DATAGRAPHIX T03669IE0		9	8136792 10/31/96	10/31/06		Registered.								
3.	DATAGRAPHIX XFP 2000 T03598IE0		9	8143378 1/4/98	1/4/08		Registered.								
ISRAEL															
1.	DATAGRAPHIX T03669ILO		9	42865 9/6/97	9/6/11		Registered.								
ITALY															
1.	ANACOMP T03657IT0		9, 37	0588628 2/26/93	2/8/00		Abandoned.								
2.	ARIS T03666IT0		9	458369 12/9/86	8/25/03		Abandoned.								
3.	DATAGRAPHIX T03669IT0		7, 9, 16, 35	601057 7/13/93	8/19/10		Registered.								
4.	DATAGRAPHIX XFP 2000 T05981IT0		9	611495 12/14/93	2/8/11		Registered.								
5.	XFP 2000 T03605IT0		9	611494 12/14/93	2/8/11		Registered.								
JAPAN															
1.	ANACOMP T03663JPO		19	2448502 8/31/92	8/31/12		Registered.								
2.	ANACOMP T03664JPO		11	2551192 6/30/93	6/30/13		Registered.								

ANACOMF INC.
WORLDWIDE TRADEMARK PORTFOLIO

Mark	Applicant	App No.	App Date	Publ No.	Publ Date	Reg No.	Reg Date	Reg. Status
3. DATAGRAPHIX T03669.JP0						994354 1/20/73	1/20/13	Registered.
4. DATAGRAPHIX T03671.JP0						1380543 6/29/79	6/29/09	Registered.
5. DATAGRAPHIX XFP 2000 T03678.JP0						2701421 12/22/94	12/22/04	Registered. To be abandoned.
6. DATAGRAPHIX XFP 2000 T03679.JP0						2661433 5/31/94	5/31/14	Registered.
7. DragonCOM and Dragon Device T03600.JP0 910264		9-145269 8/5/97						Abandoned.
8. XFP 2000 T03605.JP0						2695426 9/30/94	9/30/04	Registered. To be abandoned
9. XFP 2000 T03606.JP0						2621631 2/28/94	2/28/04	Abandoned
10. XIDEX T03771.JP0						4084012 11/21/97	11/21/07	Registered.
11. XIDEX T03734.JP0						4014552 6/20/97	6/20/07	Registered.
12. XIDEX STYLIZED in Red and Black T03774.JP0						1787827 7/29/95	7/29/05	Registered.

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ANACOMPING WORLDWIDE TRADEMARK PORTFOLIO						
Mark	Appl. No.	Class	Stat.	Reg. No.	Reg. Date	Remarks
Some Display Some Patent	Filing Date		Date	Date	Renewal Date	
13. XIDEX STYLIZED in Red and Black T03775JP0		11		1755481 3/25/85	3/25/95	Abandoned.
14. XIDEX PRECISION. T03779JP0		11		2208021 1/30/90	1/30/00	Abandoned.
KOREA						
1. DATAGRAPHIX T03672KR0		39		147530 11/21/97	11/20/07	Registered.
2. DragonCOM and Dragon Device T03600KR0		39		413980 7/31/98	7/31/08	Registered. To be abandoned.
KUWAIT						
1. DATAGRAPHIX T03669KWO		9		11792 1/4/90	1/4/00	Abandoned.
MACEDONIA						
1. DATAGRAPHIX T03669MIC		9, 16		02510 3/14/96	8/15/00	Abandoned.
MALAYSIA						
1. DragonCOM and Dragon Device T03600MY0 910265	97/12287 8/29/97	9				Abandoned.

WORLDWIDE TRADEMARK PORTFOLIO													
Mark	Applying No.	Class	Publ. Date	Reg. No.	Reg. Date	Reg. Status	Mark	Applying No.	Class	Publ. Date	Reg. No.	Reg. Date	Reg. Status
GOVT. District	File No.		File Date				GOVT. District	File No.		File Date			
GOVT. Material							GOVT. Material						
MEXICO													
1.	ALVA T03593MX0 910255		284528 1/17/97	9				558682 9/24/97				1/17/07	Registered. To be abandoned.
2.	ALVA T03596MX0 910256		284527 1/17/97	42				597155 1/17/97				1/17/00	Abandoned.
3.	DATAGRAPHIX T03669MX0			9				202768 11/17/76				11/17/11	Registered.
4.	DATAGRAPHIX XFP 2000 T03679MX0			9				477093 3/13/92				3/13/12	Registered.
5.	ENVIRX T03603MX0			1				561373 8/27/97				8/27/07	Registered.
6.	XFP 2000 T03605MX0			9				420015 3/13/92				3/13/12	Registered.
7.	XIDEX T03734MX0			9				505452 4/21/93				4/21/13	Registered.
NEW ZEALAND													
1.	DATAGRAPHIX XFP 2000 T03598NZ0			9				215884 1/30/92				1/30/13	Registered.
NORWAY													
1.	ALVA T03593NO0 910257		96.8020 12/11/96	9, 35									Abandoned.

ANACOMP INC WORLDWIDE TRADEMARK PORTFOLIO									
Mark	App No	Int Class	Publ	Reg No	Reg Date	Reg	Rev	Remarks	
GCW/F Docks/F GCW/F Mktg/F	Filing Dat		Date	Date	Date	Date	Date		
2. ANACOMP T03657N00			9, 37	156989	6/10/93		6/10/13	Registered.	
3. DATAGRAPHIX T03669N00			9, 16	108056	4/15/91		4/15/11	Registered.	
4. DATAGRAPHIX XFP 2000 T03598N00			9	158874	10/18/93		08/26/13	Registered.	
5. ENVIRX T03603N00			1	188405	2/12/98		2/12/08	Registered.	
PHILIPPINES									
1. ANACOMP T03658PH0			9	60808	6/20/95		6/20/11	Registered.	Declaration of Use filed.
2. ANACOMP T03609PH0 910181	83606-PN 11/27/92		35, 37					Abandoned	
POLAND									
1. ENVIRX T03603PLO 910270	Z-174207 6/3/97		1	R-120755	11/27/00		6/3/07	Registered.	
PORTUGAL									
1. ANACOMP T03658PT0			9	261476	8/10/92		8/10/12	Registered.	Decl. of Use due 8/10/07

ANACOMP, INC. WORLDWIDE TRADEMARK PORTFOLIO									
Mail GWF Docket # GWF Date	App. No. Filing Date	In. Class	Subj. Date	Reg. No. Date	Reg. No. Date	Reg. No. Date	Reg. No. Date	Remarks	Remarks
2. ANACOMP T03661PT0		37		261477 8/10/92	8/10/12			Registered. Decl. of Use due 8/10/07	
3. DATAGRAPHIX T03669PT0		9		200929 Z 6/2/86	6/2/06			Abandoned.	
4. DATAGRAPHIX XFP T03598PT0		9		270697 2/4/93	2/4/13			Registered. Decl. of Use due 2/4/08	
5. XFP 2000 T03605PT0		9		270698 2/4/93	2/4/13			Registered. Decl. of Use due 2/4/08	
PUERTO RICO									
1. ALVA T03593PR0		9		39704 2/19/97	2/19/07			Registered. To be abandoned.	
2. ALVA T03596PR0		35		39703 2/19/97	2/19/07			Registered. To be abandoned.	
SINGAPORE									
1. DATAGRAPHIX T03669SG0		9		S/78452 12/11/85	12/11/09			Registered.	
2. DragonCOM and Dragon Device T03600SG0 910266	S/9910/97 8/13/97	9						Abandoned.	

ANACOMP INC
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Mark	Applicant's Name	Int. Class	Publ. No.	Reg. No.	Reg. Date	Renewal Date
Serial No.	Filing Date		Publ. Date	Reg. Date	Renewal Date	

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 MARK #

<u>SLOVENIA</u>						
1.	DATAGRAPHIX T03669SIO		9	24831 10/8/86	10/8/06	Registered.
<u>SOUTH AFRICA</u>						
1.	DATAGRAPHIX T03669ZA0		9	B76/5166 10/12/76	10/12/06	Registered.
2.	DATAGRAPHIX T03679ZA0		16	B76/5167 10/12/76	10/12/06	Registered.
3.	XIDEX T03734ZA0		9	86/5063 8/4/86	8/4/06	Registered.
<u>SPAIN</u>						
1.	ANACOMP T03657ES0		1	1261904 12/5/90	12/5/00	Abandoned.
2.	ANACOMP T03658ES0		9	1566099 5/4/90	5/4/00	Abandoned.
3.	ANACOMP T03659ES0		16	1566100 5/4/90	5/4/00	Abandoned.
4.	ANACOMP T03660ES0		35	1261905 3/4/91	3/4/01	Abandoned.
5.	ANACOMP T03661ES0		37	1261906 11/16/89	11/16/09	Registered.
6.	ANACOMP T03662ES0		42	1261907 4/2/91	4/2/11	Registered.

ANACOMP, INC. WORLDWIDE TRADEMARK PORTFOLIO													
Mark	App. No.	Int. Class.	Pub. Date	Reg. No.	Renewal Date	Remarks	Mark	App. No.	Int. Class.	Pub. Date	Reg. No.	Renewal Date	Remarks
Country	Number	Code	Date	Number	Date		Country	Number	Code	Date	Number	Date	
7.	DATAGRAPHIX T03669ES0		9	826718 10/11/77	10/11/07	Registered.							
8.	DATAGRAPHIX XFP 2000 T03598ES0		9	1616895 2/11/91	2/11/11	Registered.							
9.	XFP 2000 T03605ES0		9	1616894 2/11/91	2/11/11	Registered.							
<u>SWEDEN</u>													
1.	ANACOMP T03658SE0		9	253665 12/3/93	12/3/13	Registered.							
2.	DATAGRAPHIX T03669SE0		9, 16, 35, .42	136555 9/17/91	9/17/11	Registered.							
3.	DATAGRAPHIX XFP 2000 T03598SE0		9	246337 2/5/93	2/5/13	Registered.							
4.	TOTAL MEMORY (Stylized) T03604SE0		9	303458 7/21/95	7/21/05	Registered. To be abandoned.							
<u>SWITZERLAND</u>													
1.	DATAGRAPHIX (Stylized) T03669CH0		9, 16	388684 10/21/91	10/21/11	Registered.							
2.	DATAGRAPHIX XFP 2000 (Stylized) T03598CH0		9	398222 11/18/92	11/18/12	Registered.							

ANACOMP INC WORLDWIDE TRADEMARK PORTFOLIO									
Mark	App No	Int Class	Publ Date	Reg No	Reg Date	Renewal Date	Remarks		
Code	Number	Code	Date	Number	Date	Date			
3.	ENVIRX T03603CHO		1	447890 7/17/97		7/17/07	Registered.		
4.	PRECISION XIDEX T03769CHO		9	324479 6/29/83		6/29/03	Abandoned		
<u>TAIWAN</u>									
1.	DragonCOM and Dragon Device T03600TWO 910267	(86) 42996 8/20/97	9	896993 7/16/00		7/15/10	Registered. To be abandoned.		
<u>TURKEY</u>									
1.	ENVIRX T036603TIR0 910271	97/7768 6/4/97	1	186649 6/4/97		6/4/07	Registered.		
<u>UNITED KINGDOM</u>									
1.	ANACOMP T03657GB0		1	1339053 3/21/95		3/21/05	Registered.		
2.	ANACOMP T03658GB0		9	1339054 3/21/95		3/21/05	Registered.		
3.	ANACOMP T03659GB0		16	1339055 3/21/95		3/21/05	Registered.		
4.	ANACOMP T03660GB0		35	1375892 3/1/96		3/1/06	Registered.		
5.	DATAGRAPHIX T03669GB0		9	1024336 1/31/95		1/31/05	Registered.		

ANACOMP INC WORLDWIDE TRADEMARK PORTFOLIO									
Mark	App No.	Int Class	Publ Date	Reg No.	Reg Date	Reg No.	Reg Date	Renewal Date	Remarks
GCME/Mark	GCME/Mark	GCME/Mark	GCME/Mark	GCME/Mark	GCME/Mark	GCME/Mark	GCME/Mark	GCME/Mark	GCME/Mark
6. DATAGRAPHIX T03673GB0		35		1336186	2/22/95			2/22/05	Registered.
7. DATAGRAPHIX T03674GB0		37		1336187	2/22/95			2/22/05	Registered.
8. DATAGRAPHIX T03675GB0		41		1336188	2/22/95			2/22/05	Registered.
9. DATAGRAPHIX T03676GB0		42		1336189	2/22/95			2/22/05	Registered.
10. DATAGRAPHIX XFP 2000 T03598GB0		9		A1451522	12/21/97			12/21/07	Registered.
11. MICRON T03726GB0		9		1171219	3/11/89			3/11/03	Abandoned
UNITED STATES									
1. ADVANCED FUNCTION INDEXING United States		9		1,746,306	1/12/93			1/12/03	Abandoned
2. AFI United States		9		1,747,683	1/19/93			1/19/03	Abandoned
3. A LOGO T03681US0 United States	75/439,206 2/23/98	1, 9, 35, 38, 39, 40, 42	12/14/99	2,438,854	3/27/01			3/27/11	Registered
4. ALVA AND DEVICE T02242US0 United States	75/046,357 1/22/96	9		2,188,116	9/8/98			9/08/08	Registered. To be abandoned

ANACOMP INC WORLDWIDE TRADEMARK PORTFOLIO									
Serial #	Mark	App. No.	Pub. No.	Pub. Date	Reg. No.	Reg. Date	Reg. Date	Remarks	
	GV#	File Date	Class	Date	Date	Date	Date		
5.	ANACOMP and A LOGO T03438US0 United States	75/439,205 2/23/98	1, 9, 35, 38, 39, 40, 42.	12/14/99	2,451,295 05/15/01	05/15/11	05/15/11	Registered	
6.	ANACOMP and A LOGO (new) T04271US0 United States	76/074,339 6/20/00	35, 39, 41	08/06/02	2,724,919 06/10/03	06/10/13	06/10/13	Registered. Sec. 8 & 15 due 06/10/09	
7.	ANACOMP T03658US0 United States	73/443,044 9/9/93	9		1,324,169 3/12/85	3/12/05	3/12/05	Registered.	
8.	ANACOMP T03660US0 United States	73/443,048 9/9/83	35	1/29/85	1,329,987 4/9/85	4/9/05	4/9/05	Registered.	
9.	ANACOMP STYLIZED & DEVICE United States		42		1,111,984 1/23/79	1/23/99	1/23/99	Abandoned.	
10.	ANAFIND T03682US0 United States		9		1,914,652 8/29/95	8/29/05	8/29/05	Registered. Sec. 8 and 15 accepted	
11.	ANASTACK T03683US0 United States	74/187,709 7/23/91	9		1,711,329 9/1/92	9/01/12	9/01/12	Registered.	
12.	ANATRAC T03684US0 United States		9		1,901,594 6/27/95	6/27/05	6/27/05	Abandoned.	

ANACOMP INC WORLDWIDE TRADEMARK PORTFOLIO									
Mark	App No	Publ	Reg No	Reg	Remarks				
GCWI Docket #	Filing Date	Date	Date	Renewal	Date				
GCWI Matter #									
13. ANATRANS T03685US0 United States		9	1,904,239 7/11/95	7/11/05	Abandoned.				
14. ANATRIEVE T03686US0 United States		9	1,736,333 12/1/92	12/01/02	Abandoned.				
15. ANY WAY YOU WANT IT. THAT'S THE WAY YOU GET IT T04099US0 United States	75/896,919 1/14/00	38, 39, 40, 42	2,625,767 09/24/02	09/24/12	Registered.				
16. AT THE SPEED OF THOUGHT T04253US0 United States	76/011,264 3/27/00				Abandoned.				
17. AUTOCOM Stylized T03665US0 United States		9	1,121,757 7/10/79	7/10/09	Registered. To be abandoned.				
18. AUTOEXCEL T03687US0 United States		1	1,931,557 10/31/95	10/31/05	Registered. Sec. 8 and 15 accepted				
19. AUTO PLUS T03689US0 United States			1,870,926 1/3/95	1/3/05	Abandoned.				
20. AUTOPOS T03688US0 United States		1	1,870,924 1/3/95	1/03/05	Abandoned.				

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ANACOMP, INC. WORLDWIDE TRADEMARK PORTFOLIO									
21.	CM T03693US0 United States			9			1,282,290 6/19/84	6/19/04	Abandoned.
22.	COFI T03597US0 United States	75/402,731 12/9/97		9					Abandoned.
23.	COM TO .COM T03966US0 United States								Abandoned.
24.	COM PRODUCTS T03695US0 United States	75/101,966 5/10/96		1, 9					Abandoned.
25.	CONCERTO & Device T03696US0 United States	75/202,591 11/21/96		9	5/15/98				Abandoned.
26.	DATAGRAPHIX T03697US1 California			9			100,536 10/13/95	10/13/05	Registered.
27.	DATAGRAPHIX T03697US0 United States			26			924217 11/23/91	11/23/11	Registered.
28.	DATAGRAPHIX Stylized T03698US0 United States			26			924,216 11/23/91	11/23/11	Registered.

ANACOMP INC									
WORLDWIDE TRADEMARK PORTFOLIO									
Mark	Applying Jurisdiction	Publ. Date	Reg. No.	Reg. Date	Renewal Date	Reg. Status	Class	Goods/Services	Priority
GCWF Backer #	Filing Date	Date	Date	Date	Date				
GCWF Mater #									
29.	DATAGRAPHIX XFP 2000 T03598US0 United States		9				1,660,314 10/8/91	10/08/11	Registered.
30.	DATAPOS T03700US0 United States		1				1,870,925 1/3/95	1/03/05	Abandoned.
31.	DISCADDY & DESIGN T03702US0 United States		9				1,220,645 12/21/82	12/21/02	Abandoned.
32.	DOC HARBOR United States	75/884,881 12/30/99	9, 38, 39, 42				2,508,017. 11/13/01	11/13/11	Registered.
33.	DRAGONCOM (Stylized) T03703US0 United States	75/332,574 7/29/97	9	10/6/98			2,214,132 12/29/98	12/29/08	Registered. To be abandoned.
34.	ENVIRX (Stylized) T03602US0 United States		1				2,048,162 3/25/97	3/25/07	Registered.
35.	EVERYWARE AND DEVICE T03707US0 United States	75/202,592 11/21/96	9						ABANDONED
36.	IDP1600 T03909US0 United States 900019	75/767,407 8/4/99	9	6/13/00			2,532,683 01/22/02	01/22/12	Registered.

ANACOMP INC. WORLDWIDE TRADEMARK PORTFOLIO									
Mark GOWE/DocKey# Country	Appl. No. Filing Date	Int. Class.	Publ. Date	Reg. No. Date	Reg. No. Date	Reg. No. Date	Reg. No. Date	Reg. No. Date	Remarks
37. IMAGE EXPRESS T05388US0 United States 900029	75/519,343 6/4/2003	9							Pending
38. INFOLIFE T4071US0 United States 900021	75/839,128 11/2/99	9		2,549,260 6/12/01	6/12/11				Registered.
39. INTERNET DOCUMENT SERVICES T03965US0 900022	75/796,421 9/9/99	42							Abandoned.
40. LASER-XP T03722US0 United States	75/322,139 7/10/97	1		2,305,117 1/4/00	1/4/10				Registered.
41. LASERPOS T03723US0 United States	74/027,954 2/12/90	1		1,628,864 12/25/90	12/25/10				Registered.
42. LASERWRITER T03724US0 United States		1		1,885,738 3/28/95	3/28/05				Cancelled
43. LASERX T03725US0 United States		1		1,872,138 1/10/95	1/10/05				Abandoned

ANACOMP, INC. WORLDWIDE TRADEMARK PORTFOLIO									
Mark	Publ No	Publ Date	Int. Cl. Class.	Publ. Date	Reg. No.	Reg. Date	Reg. No.	Reg. Date	Remarks
COMF/Doc#	Publ No	Publ Date	Int. Cl. Class.	Publ. Date	Reg. No.	Reg. Date	Reg. No.	Reg. Date	Remarks
COMF/Matter #	Publ No	Publ Date	Int. Cl. Class.	Publ. Date	Reg. No.	Reg. Date	Reg. No.	Reg. Date	Remarks
44. MICRON T03726US0 United States			9		1,258,341 11/23/83		11/22/03		Abandoned.
45. THE PLACE WHERE E- DOCUMENTS WORK United States	76/019,418 4/6/00		35, 38		2,815,293 2/17/04		2/17/14		Registered.
46. SILICON MOUNTAIN T03727US0 United States	75/494,366 6/2/98		9						Abandoned.
47. TOOL CHEST T03730US0 United States			9		1,532,762 4/4/89		4/04/09		Cancelled
48. VALISE T05646US0 United States 900031	78/377,357 03/02/04		9, 38, 39, 42						Pending.
49. XCF T03732US0 United States	75/322,138 7/10/97		9		2,284,456 10/12/99		10/12/09		Registered.
50. XFP 2000 T03733US0 United States			9		1,662,935 10/29/91		10/29/11		Registered.
51. XIDEX T03734US0 United States			9		1,246,923 8/2/83		8/02/03		Abandoned

ANACOMPE, INC.						
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Serial No.	App. No.	Publ. Date	Reg. No.	Reg. Date	Remarks	
52.	XIDEX T03735US0 United States	26	945,199 10/17/72	10/17/12	Registered.	
VENEZUELA						
1.	ALVA T03593VE0 910258	714-97 1/17/97	9	5/9/97	10/30/08	Application has been granted. To be abandoned.
2.	ALVA T03596VE0	713/97 1/17/97	35		1/26/08	Application has been granted. Abandoned.
3.	DATAGRAPHIX XFP 2000 T03598VE0 910260	13109/92 6/23/92	9 (formerly Class 26)		8/6/07	Application has been granted. Certificate of Registration will issue within five years.
4.	DATAGRAPHIX XFP 2000 T03599VE0 910261	13111/92 6/23/92	9 (formerly Class 24)		04/17/05	Registered.
5.	XFP 2000 T03605VE0 910273	13110/92 6/23/92	9 (formerly Class 26)	11/1/94	04/17/05	Registered.
6.	XFP 2000 T03606VE0 910274	13112/92 6/23/92	9 (formerly Class 24)	11/1/94	04/17/05	Registered.

ANACOMP INC WORLDWIDE TRADEMARK PORTFOLIO							
Mark No	App. No	Int'l Class	Reg. No	Reg. Date	Reg. Renewal Date	Remarks	
GCW#	Filing Date	Date	Date	Date	Date		
GCW#	Mark No						
YUGOSLAVIA							
1.	DATAGRAPHIX		9, 16	24831	8/15/00	Abandoned.	
	T03669YG0			8/15/90			

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Mark	Country	Class	App. No.	Pub. Date	Reg. No.	Reg. Date	Remarks
ANACOMP Argentina T03438AR0 910001	Argentina	1	2170587 8/20/98	10/14/98	1,762,230 11/16/99	11/16/09	Registered.
ANACOMP Argentina T03439AR0 910002	Argentina	9	2170586 8/20/98	10/14/98	1,762,232 11/16/99	11/16/09	Registered
ANACOMP Argentina T03440AR0 910003	Argentina	35	2170585 8/20/98	2/10/99	1,762,233 11/16/99	11/16/09	Registered
ANACOMP Argentina T03457AR0 910160	Argentina	42	2,193,895 12/21/98	4/21/99			Abandoned. Chilean Northern Mines unwilling to agree to Letter of Consent.
ANACOMP Armenia T03438AM0 910005	Armenia	1,9,35	0636 8/21/98		4738 11/15/99	8/21/08	Registered.

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ANACOMP, Inc. Worldwide Trademark Portfolio for ANACOMP and A Logo													
Mark	Class	Appl. No.	Pub. Date	Registration Number	Renewal Date	Status	Mark	Class	Appl. No.	Pub. Date	Registration Number	Renewal Date	Status
ANACOMP Australia T03438AU0 910006	1, 9, 35, 40	770509 8/17/98	5/20/99	770509 9/3/99	8/17/08	Registered.	ANACOMP Austria T03438AT0 910007	1, 9, 16, 35	AM-5182/98 8/24/98	6/29/09	182,870 6/29/99	6/29/09	Registered.
ANACOMP Azerbaijan T03438AZ0 910008	1, 9, 35	98.4033/3 8/21/98		20000985 10/12/00		Registered.	ANACOMP Bahrain T03438BH0 910009	1	1718/98 9/22/98	09/22/08	TM 24438 10/21/01	09/22/08	Registered
ANACOMP Bahrain T03438BH0 910010	9	1719/98 9/22/98		TM 24439 10/21/01	09/22/08	Registered							

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ANACOMP, Inc. Worldwide Trademark Portfolio for ANACOMP and A-logs															
Mark	Class	App. No.	Pub. Date	Reg. No.	Reg. Date	Renewal Date	Remarks	Mark	Class	App. No.	Pub. Date	Reg. No.	Reg. Date	Renewal Date	Remarks
ANACOMP Bahrain T03440BH0 910011	35	171798 9/22/98		SM2860 5/15/00		9/22/08	Registered.								
ANACOMP Belarus T03438BY0 910012	1, 9, 35	19981393 8/21/98		13052 effective 08/21/98		08/21/08	Registered								
ANACOMP Benelux T03438BX0 910013	1, 9, 16, 35, 42	921599 8/18/98		0640096 8/18/98		8/18/08	Registered.								
ANACOMP Bolivia T03438B00 910014	1	11472 8/21/98		76494-C 12/14/99	9/1/99	12/14/09	Registered								
ANACOMP Bolivia T03439B00 910015	9	11471 8/21/98		76496-C 12/14/99	9/1/99	12/14/09	Registered								

Mark	Class	App. No.	Pub. Date	Reg. No.	Reg. Date	Reg. Status
ANACOMP Bolivia T03440BO0 910016	35	11473 8/21/98	9/1/99	76495-C 12/14/99	12/14/09	Registered
ANACOMP Bosnia & Herzegovina T03438BA0 910017	1, 9, 35	BAZ983065A 8/20/98				Pending.
ANACOMP Brazil T03438BR0 910018	1.70/90	821005952 8/21/98	10/27/98			Abandoned.
ANACOMP Brazil T03439BR0 910019	9.40/45 /55	821005944 8/21/98	10/27/98			Abandoned.
ANACOMP Brazil T03443BR0 910020	16.20	821005936 8/21/98	10/27/98			Abandoned.

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Anacom, Inc. Worldwide Trademark Portfolio for ANACOMP and A Logo									
MARK CLASS	MARK	CLASS	IPN	APP. IN	REG. DATE	REG. DATE	REG. DATE	REG. DATE	REG. DATE
GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR
GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR	GOVT/PROTECTOR
ANACOMP	40,34/6	821005928	10/27/98						Abandoned.
Brazil	0/65	8/21/98							
T03440BR0									
910020									
ANACOMP	1, 9	42981							Registered.
Bulgaria		8/21/98							
T03438BG0									
910021									
ANACOMP	35, 42	42980							Registered.
Bulgaria		8/21/98							
T03440BG0									
910168									
ANACOMP	N/A	887,667	02/20/02						Registered.
Canada		8/18/98							
T03438CA0									
910022									
ANACOMP	1	424851	11/11/98						Registered.
Chile		8/21/98							
T03438CL0									
910023									

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Applicant Name	Trademark	Port of Origin	ANACOMP and A Logo	Applicant No.	Filing Date	Class	Priority Date	Registration No.	Registration Date	Remarks
ANACOMP Chile	T03439CLO	910163	424850	8/21/98	9	11/11/98	537,710	1/20/99	1/20/09	Registered.
ANACOMP Chile	T03440CLO	910164	424849	8/21/98	35	12/9/98				Abandoned
ANACOMP China	T03438CNO	910024	9800096740	8/24/98	1	10/14/99	1352577	1/14/00	1/13/10	Registered.
ANACOMP China	T03439CNO	910025	9800096737	8/24/98	9	4/28/00	1426373	7/28/00	7/27/10	Registered.
ANACOMP China	T03443CNO	910026	9800096738	8/24/98	16					Abandoned.

Anacom, Inc. Worldwide Trademark Portfolio for ANACOMP and A Logo									
Main Country	Class	App. No.	Pub. Date	Registration Number	Renewal Date	Remarks			
GCMP/DOCK/		File No.	File Date	Reg. No.	Reg. Date				
GCMP/Match/A		App. No.	Pub. Date	Reg. No.	Reg. Date				
ANACOMP China T03440CNO 910027	35	9800986739 8/24/98	12/14/99	1374878 3/14/00	3/13/10	Registered.			
ANACOMP China T03465CNO 910175	37	9800116340 10/15/98	11/21/99	1367285 2/21/00	2/20/10	Registered			
ANACOMP China T03466CNO 910176	38	9800116341 10/15/98	12/14/99	1372483 3/7/00	3/6/10	Registered			
ANACOMP China T03457CNO 910174	42	9800116339 10/15/98	12/14/99	1374937 3/14/00	3/13/10	Registered			
ANACOMP Colombia T03438CNO 910028	1	98-047992 8/21/98	1/28/99	217967 4/21/99	4/20/09	Registered.			

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ANACOMP, Inc. Worldwide Trademark Portfolio for ANACOMP and A Logo										
Mark	Serial No.	Pub. Date	Registration Number	Renewal Date	Class	Country	Reg. No.	Pub. Date	Reg. No.	Renewal Date
ANACOMP Colombia T03439CO0 910029	98-047993 8/21/98	6/28/99	263396 12/04/01	12/03/11	9	Colombia				Registered.
ANACOMP Colombia T03440CO0 910030	98-047995 8/21/98	1/28/99	218015 4/21/99	4/20/09	35	Colombia				Registered.
ANACOMP Costa Rica T03438CR0 910031	6179-98 8/20/98	12/18/98	112221 3/11/99	3/11/09	1	Costa Rica				Registered.
ANACOMP Costa Rica T03439CR0 910161	6178-98 8/20/98	12/18/98	112222 3/11/99	3/11/09	9	Costa Rica				Registered.
ANACOMP Costa Rica T03440CR0 910162	6177-98 8/20/98	12/18/98	112223 3/11/99	3/11/09	35	Costa Rica				Registered.

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ANACOMP Country ANACOMP Designation ANACOMP Material	Trademark Class	Trademark No. Filing Date	Registration No. Registration Date	Registration No. Registration Date	Remarks
ANACOMP Croatia T03438HR0 910031	1, 9, 35	Z981040A 8/21/98	2/28/99	Z981040 1/22/99	8/21/08 Registered.
ANACOMP Czech Republic T03438CZ0 910033	1, 9, 16, 35	135383 8/20/98	9/15/99	221849 12/27/99	8/20/08 Registered
ANACOMP Denmark T03438DK0 910034	1, 9, 35	03505/1998 8/19/98	3/17/99	665/1999 3/5/99	3/5/09 Registered.
ANACOMP Ecuador T03438EC0 910035	1	90273 8/19/98		1438-00 3/17/00	3/17/10 Registered
ANACOMP Ecuador T03439EC0 910036	9	90274 8/19/98		1506-00 3/27/00	3/27/10 Registered
ANACOMP Ecuador T03440EC0 910037	35	90272 8/19/98		516-00 3/20/00	3/20/10 Registered

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ANACOMP, INC. Worldwide Trademark Portfolio for ANACOMP and A Logo									
Mark	Applicant No.	Publ. Date	Registration Number and Date	Renewal Date	Remarks				
Country	Class	Priority Date							
Class	Goods	Goods	Goods	Goods	Goods				
Class	Goods	Goods	Goods	Goods	Goods				
Class	Goods	Goods	Goods	Goods	Goods				
Class	Goods	Goods	Goods	Goods	Goods				
Class	Goods	Goods	Goods	Goods	Goods				
Class	Goods	Goods	Goods	Goods	Goods				
Class	Goods	Goods	Goods	Goods	Goods				
Class	Goods	Goods	Goods	Goods	Goods				
ANACOMP	1	117153 8/19/98	117153 03/01/03	08/18/08	Registered.				
Egypt T03438EG0 910038									
ANACOMP	9	117154 8/19/98			Pending.				
Egypt T03439EG0 910039			09/02/01						
ANACOMP	35	117155 8/19/98			Abandoned.				
Egypt T03440EG0 910040									
ANACOMP	1	4806-93 8/19/98	94, Book 111 7/25/00	7/25/10	Registered.				
El Salvador T03438SV0 910041									
ANACOMP	9	4807-98 8/19/98			Pending				
El Salvador T03439SV0 910166			10/14/99	10/14/99					

Anacomp, Inc. WorldWide Trademark Portfolio for ANACOMP and A Logo									
Mark	Class	App. No.	Pub. Date	Registration No.	Reg. Date	Renewal Date	Remarks		
Serial No.	Int'l Class	App. No.	Pub. Date	Registration No.	Reg. Date	Renewal Date	Remarks		
Serial No.	Int'l Class	App. No.	Pub. Date	Registration No.	Reg. Date	Renewal Date	Remarks		
ANACOMP El Salvador T03440SV0 910167	35	4808-88 8/19/98	10/14/99	78, Book 112 7/31/00	7/31/10	Registered.			
ANACOMP Estonia T03438EE0 910042	1, 9, 35	98-01992 8/21/98	4/3/00	31392 6/29/00	6/29/10	Registered.			
ANACOMP European Community T03438EU0 910043	1, 9, 35	912626 8/21/98		912626 11/12/03	08/28/08	Registered			
ANACOMP Finland T03438FI0 910045	1, 9, 16, 35, 37, 42	982769 8/21/98		215721 10/15/99	10/15/09	Registered.			
ANACOMP France T03438FR0 910046	1, 9, 16, 35	98746.889 8/20/98	9/25/98	98746.889 1/29/99	8/20/08	Registered.			

ANACOMP, Inc. Worldwide Trademark Portfolio for ANACOMP and A Logo									
Mark	Class	App. No.	Pub. Date	Reg. No.	Reg. Date	Renewal Date	Remarks		
ANACOMP Georgia T03438GE0 910047	1, 9, 35	841/03 8/20/98		12433	8/20/08		Registered.		
ANACOMP Germany T03438DE0 910048	1, 9, 16, 35, 42	398 47 594, 6/09 8/20/98	2/11/99	398 47 594 1/12/99	8/31/08		Registered.		
ANACOMP Greece T03438GR0 910049	1, 9, 35	137998 8/24/98					Pending.		
ANACOMP Guatemala T03438GT0 910050	1	6495-98 8/21/98		105,977 08/24/00	08/24/10		Registered.		
ANACOMP Guatemala T03439GT0 910051	9	6488-98 8/21/98		108,791 11/14/00	11/14/10		Registered.		

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ANACOMP, Inc. Worldwide Trademark Portfolio for ANACOMP and A Logo									
Mark	Class	IPHC	Applicant	IP Date	Registration Number	Renewal Date	Registration Number	Renewal Date	Status
Country	Code	Code	Name	Filing Date		Date		Date	
ANACOMP	35								
Guatemala T03440GT0 910052			6493-98 8/21/98		105,935 8/21/00	8/21/10			Registered.
Honduras T03438HN0 910053	1		10232/98 8/19/98		75147 8/31/99	8/31/09			Registered.
Honduras T03439HN0 910054	9		10225/98 8/19/98	9/23/98 10/6/98 10/22/98	73808 4/8/99	4/8/09			Registered.
Honduras T03440HN0 910055	35		10224/98 8/19/98		5470 11/9/99	11/9/09			Registered.
Hong Kong T03438HK0 910056	1		11160/1998 8/21/98	6/30/00	12203/2000 2/23/98	2/23/05			Registered.

ANACOMP, INC. Worldwide Trademark Portfolio for ANACOMP and/or Logo									
Mark Country	Class	App No.	Publ Date	Registration Date	Reg No.	Reg Date	Status	Remarks	
ANACOMP Hong Kong T03439HK0 910057	9	11161/1998 8/21/98	6/30/00	12323/2000 2/23/98	12323/2000 2/23/98	2/23/05	Registered.		
ANACOMP Hong Kong T03440HK0 910058	35	11162/1998 8/21/98	6/30/00	12324/2000 2/23/98	12324/2000 2/23/98	2/23/05	Registered.		
ANACOMP Hungary T03438HU0 910059	1, 9, 35	M 98 03409 8/24/98		160217 3/28/00	160217 3/28/00	8/24/08	Registered		
ANACOMP India T03438IN0 910060	1	815165 8/18/98					Abandoned.		
ANACOMP India T03439IN0 910061	9	815164 8/18/98					Abandoned.		

ANACOMP, Inc. Worldwide Trademark Portfolio for ANACOMP and A1599		Applicant Country	Applicant Filing Date	Pub Date	Registration Number	Renewal Date	Remarks
ANACOMP India 603443IN0 910062	16	816753 8/27/98					Abandoned.
ANACOMP Indonesia T03438ID0 910063	1	D98 14486 8/24/98			444695 4/19/00	9/22/08	Registered.
ANACOMP Indonesia T03439ID0 910064	9	D98 14487 8/24/98			444696 4/19/00	9/22/08	Registered.
ANACOMP Indonesia T03443ID0 910065	16	D98 14485 8/24/98			444694 4/19/00	9/22/08	Registered.
ANACOMP Indonesia T03440ID0 910066	35	J98 14489 8/24/98			444693 4/19/00	9/22/08	Registered.

ANACOMP, Inc. Worldwide Trademark Portfolio for ANACOMP and A Logo									
MARK	COUNTY	CLASS	APPLYING OFFICE	FILED DATE	PUBL. DATE	REGISTRATION NUMBER	RENEWAL DATE	STATUS	REMARKS
ANACOMP	Iran	1, 9, 35	7708208	11/1/98		87512 9/27/99	11/01/08	Registered.	
ANACOMP	Ireland	1, 9, 16, 35	98/3362	8/17/98	12/1/99	211622	8/16/08	Registered.	
ANACOMP	Israel	1	121,740	8/17/98		121,740 1/5/00	8/17/05	Registered.	
ANACOMP	Israel	9	121,741	8/17/98		1221,741 1/5/00	8/17/05	Registered.	
ANACOMP	Israel	35	121,742	8/17/98		121,742 11/4/99	8/17/05	Registered.	
T03438IR0 910067									
T03438IE0 910068									
T03439ILO 910070									
T03440ILO 910071									

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Mark	Int'l. Class	Applying Jurisdiction	Registration No.	Registration Date	Renewal Date	Remarks
ANACOMP Italy T03438IT0 910072	1, 9, 35	MI98C 008295 8/21/98	846363 05/25/01	08/21/08	Registered.	
ANACOMP Jamaica T03438JMO 910073	1	1/1049 8/20/98	34,692 2/1/00	8/20/05	Registered.	
ANACOMP Jamaica T03439JMO 910074	9	9/2250 8/20/98	33,727 10/20/99	8/20/05	Registered.	
ANACOMP Japan T03438JPO 910075	1, 9, 35	70700/98 8/21/98			Pending.	
ANACOMP Jordan T03438JOO 910076	1	51215 8/22/98	51215 12/4/99	8/22/05	Registered.	

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Mark	Class	Publ Date	Reg Date	Reg Number	Survival Date	Remarks
ANACOMP. Jordan T03439J00 910077	9	51213 8/22/98	8/31/99	51213 12/4/99	8/22/05	Registered
ANACOMP. Jordan T03443J00 910179	16	51214 8/22/98	8/31/99	51214 12/4/99	8/22/06	Registered
ANACOMP. Jordan T03440J00 910178	35		8/31/99			Abandoned.
ANACOMP. Kazakhstan T03438KZ0 910079	1,9,35	12450 8/20/98		9756 1/11/99	2/20/08	Registered.
ANACOMP. Korea T03438KR0 910126	1	98-21211 8/20/98	3/23/99	453761 8/16/99	8/16/09	Registered.

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Mail Class		App. No.	Reg. No.	Reg. Date	Reg. Date	Reg. Date
ANACOMP		98-21212	479596	10/24/00	10/24/10	Registered.
9	ANACOMP Korea T03439KR0 910170	98-21212 8/20/98	479596 10/24/00			
16	ANACOMP Korea T03443KR0 910171	98-21213 8/20/98	453303 8/23/99	8/23/09		Registered.
35	ANACOMP Korea T03440KR0 910172	98-6616 8/20/98	56260 8/27/99	8/27/09		Registered.
1	ANACOMP Kuwait T03438KW0 910080	43680 7/24/99				Abandoned.
9	ANACOMP Kuwait T03439KW0 910081	43681 7/24/99				Abandoned.

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ANACOMP									
Worldwide Trademark Portfolio for ANACOMP by Anago									
Country	Class	Applicant	Publ Date	Regist Date	Regist No	Publ Date	Regist No	Status	Remarks
ANACOMP Kuwait T03440KWD 910082	35	43682 7/24/99						Abandoned.	
ANACOMP Latvia T03438LV0 910083	1,9,35	M-98-1795 8/20/98		5/20/10	45961 5/20/00			Registered.	
ANACOMP Lithuania T03438LT0 910084	1,9,35	98-2849 8/20/98	12/27/00	8/20/08	40545 11/06/00			Registered.	
ANACOMP Macedonia T03438MI0 910085	1,9,35	Z-571/98 8/21/98						Abandoned.	
ANACOMP Malaysia T03438MY0 910086	1	98/09752 8/20/98		02/23/08	98009752			Registered	

Anacom, Inc. Worldwide Trademark Portfolio - ANA COMP and A Logo									
Mark	Country	Class	App No.	Pub. Date	Reg. No.	Reg. Date	Renewal Date	Remarks	
90WE081C SGWEMater	90WE081C SGWEMater		Malaysia	Malaysia	Mexico	Mexico			
ANACOMP Malaysia T03439MYO 910087	9	35	98/09751 8/20/98	98/09751 8/20/98	98/09751 03/09/02	02/23/08		Registered.	
ANACOMP Malaysia T03440MYO 910088	35		98/09750 8/20/98					Abandoned.	
ANACOMP Mexico T03438MXO 910089	1		344787 8/24/98		679688 8/31/00	8/24/08		Registered.	
ANACOMP Mexico T03439MXO 910090	9		344785 8/24/98		654201 5/19/00	8/24/08		Registered.	
ANACOMP Mexico T03440MXO 910091	.35		344786 8/24/98		595013 11/30/98			Registered.	

Assessment of the Registrability of ANACOMP and A-Logo									
World Wide Trademark Portfolio for ANACOMP and A-Logo	Applicant	Pub. Date	Registration Number and Date	Renewal Date	STATUS				
ANACOMP	App. No. / Filing Date	Pub. Date	Registration Number and Date	Renewal Date	STATUS				
ANACOMP Moldova T03438MDO 910092	008108 8/24/98	5	6865 8/24/08	8/24/08	Registered.				
ANACOMP New Zealand T03438NZO 910093	296682 8/17/98	9/24/98	296682 2/23/98	2/23/05	Registered.				
ANACOMP New Zealand T03439NZO 910094	296683 8/17/98	9/24/98	296683 2/23/98	2/23/05	Registered.				
ANACOMP New Zealand T03440NZO 910095	296684 8/17/98	9/24/98	296684 2/23/98	2/23/05	Registered.				
ANACOMP Norway T03438NOO 910096	98,07575 8/21/98		197133 4/23/99	4/23/09	Registered.				

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Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Priority	Remarks
ANACOMP Pakistan T03438PK0 910097	1	149589 8/20/98					Pending Approved 2/27/2004
ANACOMP Pakistan T03439PK0 910098	9	149588 8/20/98					Pending Approved 2/27/2004
ANACOMP Pakistan T03443PK0 910099	16	149637 8/24/98					Pending <u>Priority not available</u> Published 2/28/2004
ANACOMP Panama T03438PA0 910100	1	095744 8/25/98	12/27/99	95744 8/25/98	8/25/08		Registered.
ANACOMP Panama T03439PA0 910101	9	095742 8/25/98	11/26/99	95742 8/25/98	8/25/08		Registered.

ANACOMP, INC.		Worldwide Trademark Portfolio for ANACOMP and A Logo		ANACOMP, INC.		ANACOMP, INC.		ANACOMP, INC.		ANACOMP, INC.	
Mark	Applicant	Pub Date	Registration	Pub Date	Registration	Pub Date	Registration	Pub Date	Registration	Pub Date	Registration
Class	Class	Class	Class	Class	Class	Class	Class	Class	Class	Class	Class
35	095743 8/25/98	12/27/98	95743 8/25/98	8/25/08	Registered.						
1	18755 8/19/98		217059 9/2/99	9/2/09	Registered.						
9	18753 8/19/98		217057 9/2/99	9/2/09	Registered.						
35	18754 8/19/98		217058 9/2/99	9/2/09	Registered.						
1	068600 8/21/98	10/13/98	50723 11/30/98	11/30/08	Registered.						

Anacom, Inc. Worldwide Trademark Portfolio for ANACOMP and A Logo									
Mark	Country	Class	App. No. Filing Date	Pub. Date	Registration Number	Renewal Date	Final	Renewal	Final
GCMP Data									
OSW Meter									
ANACOMP Peru T03439PE0 910107		9	068802 8/21/98	10/29/98	52024 1/28/99	1/28/09			Registered.
ANACOMP Peru T03440PE0 910108		35	068801 8/21/98	11/8/98	16640 12/31/98	12/31/08			Registered.
ANACOMP Peru T03457PE0 910173		42	71687 10/7/98	11/10/98	16627 12/31/98	12/31/08			Registered. <u>Priority not available for this class.</u>
ANACOMP Philippines T03438PH0 910109		1, 9, 35	4-1998-06317 8/21/98						Pending. Deci. of Use filed 08/12/01
ANACOMP Poland T03438PL0 910112		1, 9, 35	Z-190798 8/20/98		132041 08/17/01	08/20/08			Registered

Mark	Class	App. No.	App. Date	Pub. Date	Reg. No.	Reg. Date	Remarks
ANACOMP Portugal T03438PT0 910113	1, 9, 16, 35, 42	332156 8/19/98		11/30/98	332,156 3/5/99	3/5/99	Registered
ANACOMP Romania T03438RO0 910114	1, 9, 35	51637 8/20/98			36731 8/20/98	8/20/08	Registered.
ANACOMP Russia T03438RU0 910044	1, 9, 35	98714973 8/21/98					Abandoned.
ANACOMP Saudi Arabia T03438SA0 910115	1	45400 8/22/98		2/4/00	528/13 5/14/00	4/28/08	Registered.
ANACOMP Saudi Arabia T03438SA0 910116	9	45401 8/22/98		2/4/00	528/14 5/14/00	4/28/08	Registered.

ANACOMP, INC. Worldwide Trademark Portfolio for ANACOMP and A Logo						
Mark	Int'l Class	Pub No.	Pub Date	Reg No.	Reg Date	Status
Country	Class	File No.	File Date	Number	Date	
Country	Class	File No.	File Date	Number	Date	
ANACOMP Saudi Arabia T3440SAO 910117	35	45402 8/22/98	2/4/00	528/15 5/14/00	4/28/08	Registered.
ANACOMP Singapore T03438SG0 910118	1	8381/98 8/20/98.		T98/08383H	08/20/08	Registered
ANACOMP Singapore T03439SG0 910119	9	8382/98 8/20/98				Abandoned.
ANACOMP Singapore T03440SG0 910120	35	8383/98 8/20/98				Abandoned.
ANACOMP Slovak Republic TT03438SK0 910121	1, 9, 35	POZ 2219-98 8/24/98				Abandoned.

ANACOMP									
Worldwide Trademark Portfolio for ANACOMP and A Logo									
Mark	Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Renewal Date	Remarks	Country	Priority
Country	Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Renewal Date	Remarks	Country	Priority
ANACOMP	1, 9, 35	Z-9871122	8/21/98	9871122	8/21/08	8/21/08	Registered.	Slovenia	
T03438SIO				6/17/99					
910122									
ANACOMP	1	9814486	8/17/98	9814486	04/04/02	08/17/08	Registered.	South Africa	
T03438ZA0									
910123									
ANACOMP	9	9814487	8/17/98	9814487	04/04/02	08/17/08	Registered.	South Africa	
T03439ZA0									
910124									
ANACOMP	35	9814488	8/17/98	9814488	04/04/02	08/17/08	Registered	South Africa	
T03440ZA0									
910125									
ANACOMP	1	2181440	8/21/98	2,181,440	1/1/99	8/21/08	Registered.	Spain	
T03438ES0				44/5/99					
910127									

ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain	
ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain		ANACOMP, S.R.L. Madrid, Spain	
Serial	Class	Number	Date	Number	Date	Number	Date	Number	Date	Number	Date	Number	Date
9	ANACOMP Spain T03439ES0 910128	2181441 8/21/98	11/1/98	2,181,441 8/21/98	8/21/08	2,181,441 8/21/98	8/21/08	2,181,441 8/21/98	8/21/08	2,181,441 8/21/98	8/21/08	2,181,441 8/21/98	8/21/08
16	ANACOMP Spain T03443ES0 910129	2181454 8/21/98	11/1/98	2,181,454 8/21/98	8/21/08	2,181,454 8/21/98	8/21/08	2,181,454 8/21/98	8/21/08	2,181,454 8/21/98	8/21/08	2,181,454 8/21/98	8/21/08
35	ANACOMP Spain T03440ES0 910130	2181442 8/21/98	11/1/98	2,181,442 8/21/98	8/21/08	2,181,442 8/21/98	8/21/08	2,181,442 8/21/98	8/21/08	2,181,442 8/21/98	8/21/08	2,181,442 8/21/98	8/21/08
42	ANACOMP (new form of the mark with A above ANACOMP) Spain T03441ES0	2228062 4/08/98	6/1/99	2228062 4/08/98	4/08/09	2228062 1/16/00	4/08/09	2228062 1/16/00	4/08/09	2228062 1/16/00	4/08/09	2228062 1/16/00	4/08/09
1	ANACOMP Sri Lanka T03438LK0 910131	89010 8/19/98		89010 8/19/98									Abandoned.

Anacomp, Inc. Worldwide Trademark Portfolio for ANACOMP and A Logo									
Mark	Publ. No.	Publ. Date	Registration Number	Renewal Date	Remains				
Country	Publ. No.	Publ. Date	Registration Number	Renewal Date	Remains				
Country	Publ. No.	Publ. Date	Registration Number	Renewal Date	Remains				
ANACOMP Sri Lanka T03439LK0 910132	9	89011 8/19/98			Abandoned.				
ANACOMP Sri Lanka T03440LK0 910133	35	89012 8/19/98			Abandoned.				
ANACOMP Sweden T03438SE0 910134	1, 9, 16,	98-06230 8/21/98	344623 2/23/01	2/23/11	Registered. Classes 35, 42 abandoned				
ANACOMP Switzerland T03438CH0 910136	1, 9, 16, 35, 42	06902/1998 8/21/98	460646 8/21/98	8/21/08	Registered.				
ANACOMP Taiwan T03438TW0 910137	1	(87)041299 8/21/98	872756 11/1/99	10/31/09	Registered.				

ANACOMP, Inc. Worldwide Trademark Portfolio for ANACOMP and A-LOGS									
Mark	Class	App. No.	Pub. Date	Registration No.	Renewal Date	Remarks			
ANACOMP Tajikistan T03438TJ0 910141	1,9,35	88/049719 11/8/99	9/16/00	134580 12/16/00	12/15/10	Registered.			
ANACOMP Tajikistan T03438TJ0 910141	1,9,35	98004772 8/21/98	9/16/00	4410 12/6/99	8/21/08	Registered.			
ANACOMP Taiwan T04083TW0 910140	40	(87)041271 8/21/98	5/16/00	127779 8/16/00	8/15/10	Registered.			
ANACOMP Taiwan T03440TW0 910140	42	Priority date 2/23/98	5/16/00	127779 8/16/00	8/15/10	Registered.			
ANACOMP Taiwan T03443TW0 910139	16	(87)041274 8/21/98	8/1/99	873691 11/1/99	10/31/09	Registered.			
ANACOMP Taiwan T03439TW0 910138	9	(87)041270 8/21/98	8/1/99	893034 6/1/00	5/31/10	Registered.			

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Mark	Class	Pub. No.	Pub. Date	Reg. No.	Reg. Date	Renewal Date	Remarks
ANACOMP Thailand T03438TH0 910142	1	367666 8/21/98	5/30/00	TM 121425 10/12/00	8/20/08	8/20/08	Registered.
ANACOMP Thailand T03439TH0 910143	9	367667 8/21/98	9/8/00	TM 128455 02/15/01	02/22/08	02/22/08	Registered.
ANACOMP Thailand T03443TH0 910144	10	367668 8/21/98		TM 103408 12/13/99	8/20/08	8/20/08	Registered.
ANACOMP Thailand T03440TH0 910145	35	367669 8/21/98		SM 8944 12/13/99	8/20/08	8/20/08	Registered.
ANACOMP Trinidad T03438TTO 910146	1, 9, 35	28659 8/20/98					Abandoned.

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ANACOMP, INC. Worldwide Trademark Portfolio for ANACOMP and A Logo									
MARK COUNTRY GOVERNOR'S GOVERNMENT	CLASS	APPL. NO. FILING DATE	REG. NO. REG. DATE	REGISTRATION NUMBER EXPIRE DATE	RENEWAL DATE	REMARKS			
ANACOMP Turkey T03438TR0 910147	1, 9	52316 8/20/98	8/31/99	201330 8/20/98	8/20/08	Registered.			
ANACOMP Turkey T03440TR0 910148	35	98/11583 8/20/98	2/17/99	201384 8/20/99	8/20/08	Registered.			
ANACOMP Ukraine T03438UA0 910149	1, 9, 35	3140 8/20/98				Abandoned.			
ANACOMP United Arab Emirates T03438AE0 910150	1					Abandoned.			
ANACOMP United Arab Emirates T03439AE0 910151	9					Abandoned.			

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Mark Country GOW/DB/REG GOWE/DATE	Class Access	Worldwide Trademark Portfolio for ANACOMP and A Logo Abandon Date	Abandon Date	Registration Number Date	Registration Number Date	Abandon Date
ANACOMP United Arab Emirates T03440AE0 910152	35					Abandoned.
ANACOMP United Kingdom T03438GB0 910153	1, 9, 35	2175462 8/21/98	728/99	2175462 11/12/99	8/21/08	Registered.
ANACOMP United States T03438US0 900001	1, 9, 35, 38, 39, 40, 42	75439,205 02/23/98	12/14/99	2,452,285 05/15/01	05/15/11	Registered. 8&15 due 05/15/07
New Logo United States T04271US0 900027	39, 40	76/074/339 06/02/00	08/06/02	2,724,919 06/10/03	06/10/13	Registered. 8&15 due 06/10/09
ANACOMP Uruguay T03438UY0 910154	1, 9, 35	306.505 8/21/98		306.505 10/16/98	10/16/08	Registered. Registration Certificate contained errors. Certificate returned for correction.

Mark	Class	App. No.	Pub. No.	Pub. Date	Registration Number	Effective Date	Renewal Date	Remarks
ANACOMP Uzbekistan T03438UZ0 910155	1,9,36	MB GU 9800854.3 8/20/98			MGU-09490	08/20/98	08/20/08	Registered.
ANACOMP Venezuela T03438VE0 910156	1	015719 8/23/98						Pending. Registration fees paid. Waiting for Certificate of Registration.
ANACOMP Venezuela T03439VE0 910177	9	015721 8/23/98						Pending. Registration fees paid. Waiting for Certificate of Registration.
ANACOMP Venezuela T03440VE0 910178	35	015720 8/23/98						Pending. Registration fees paid. Waiting for Certificate of Registration.
ANACOMP Republic of Yemen T03438YE0 910157	1	13377 11/29/98				11254 04/05/03	11/29/08	Registered.

Mark	Class	Pub. No.	Pub. Date	Registration No.	Reg. Date	Renewal Date	Remarks
ANACOMP Republic of Yemen T03439YE0 910158	9	13378 11/29/98	10/99	11962 07/15/01	11/29/08		Registered
ANACOMP Republic of Yemen T03440YE0 910159	35	13379 11/29/98	3/99	11102 02/17/01	11/29/08		Registered
ANACOMP Yugoslavia T03438YG0 910160	1, 9, 35	Z-863/98 8/25/98					Abandoned.

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