

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Color Graphics, Inc.		10/17/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890-1615
Entity Type:	a banking corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2796940	ACOMS
Registration Number:	3423260	ACOMS
Registration Number:	3325073	ACOMS
Registration Number:	2942547	COLORLOCK
Registration Number:	3184171	COLORRIGHT
Registration Number:	3006191	COLORSPACE
Registration Number:	3006193	COLORSTOR
Registration Number:	3006194	COLORVUE
Registration Number:	2793990	EVENTMGR
Registration Number:	3021355	PAGESCRIPT XT
Registration Number:	2829435	TWISTER
Serial Number:	77317958	COLORPORTAL

CORRESPONDENCE DATA

CH \$315.00 2796940

Fax Number: (212)806-2560
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-806-5400
Email: afisher@stroock.com, tm@stroock.com
Correspondent Name: Laura Goldbard George
Address Line 1: 180 Maiden Lane
Address Line 2: Stroock & Stroock & Lavan LLP
Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	001512/0002
NAME OF SUBMITTER:	Laura Goldbard George
Signature:	/laura goldbard george/
Date:	05/15/2009

Total Attachments: 5
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2008, by AMERICAN COLOR GRAPHICS, INC., a New York corporation ("Grantor"), in favor of WILMINGTON TRUST COMPANY in its capacity as Collateral Agent for the Holders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Indenture with respect to the Senior Secured Second Lien Notes due 2012, dated as of the date hereof, by and among Vertis, Inc., the Grantor, the other Persons named therein as Guarantors and the Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified (the "Indenture") the Holders have agreed to make available certain financial arrangements;

WHEREAS, in order to induce the Holders to make available the financial arrangements as provided for in the Indenture, Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Holders, that certain Security Agreement, dated as of the date hereof, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Holders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

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

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

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

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

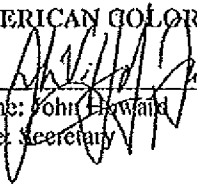
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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

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

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.


AMERICAN COLOR GRAPHICS, INC.

By:  _____
Name: John Howard
Title: Secretary

SIGNATURE PAGE TO ACG SENIOR LIEN NOTES TRADEMARK SECURITY AGREEMENT

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST COMPANY,
as Agent

By: 
Name: Kristin L. Moore
Title: Assistant Vice President

SIGNATURE PAGE TO ACO SECURED LIEN NOTES TRADEMARK SECURITY AGREEMENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	App. No.	Reg. No.
ACOMS®		2796940
ACOMS®		3423260
ACOMS®		3325073
COLORLOCK®		2942547
COLORPORTAL™	77817858	
COLORRIGHT®		3184171
COLORSPACE®		3006191
COLORSTOR®		3006193
COLORVUE®		3006194
EVENTMGR®		2793990
PAGESCRIPT XT®		3021365
TWISTER®		2820435

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