

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
Vertis, Inc.		10/17/2008	CORPORATION: DELAWARE
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: 5			
Property Type	Number	Word Mark	
Registration Number:	2877015	INSERTS2ONLINE	
Registration Number:	2800699	VERTIS	
Registration Number:	2622888	VERTIS	
Registration Number:	2614501	V VERTIS	
Serial Number:	78899126	VERTIS COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	(212)806-2560		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		

CH \$140.00 2877015

900134194

TRADEMARK
REEL: 003988 FRAME: 0603

NAME OF SUBMITTER:	Laura Goldbard George
Signature:	/laura goldbard george/
Date:	05/15/2009
Total Attachments: 5 source=TM Vertis to Wilmington#page1.tif source=TM Vertis to Wilmington#page2.tif source=TM Vertis to Wilmington#page3.tif source=TM Vertis to Wilmington#page4.tif source=TM Vertis to Wilmington#page5.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2008, by VERTIS, INC., a Delaware 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 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, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VERTIS, INC.,
as Grantor

By: 

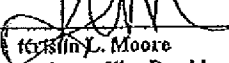
Name: John Howard

Title: Secretary

SIGNATURE PAGE TO VERTIS SENIOR LIEN NOTES TRADEMARK SECURITY AGREEMENT



ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST COMPANY,
as Agent

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

SIGNATURE PAGE TO VERTIS SENIOR LIEN NOTES TRADEMARK SECURITY AGREEMENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Country	App. No. & Filing Date	Reg. No. & Reg. Date	Status
INSERTS2ONLINE	U.S.	78/147,124 07/24/2002	2,8770,15 08/24/2004	Registered Sec. 8 & 15 Due: 08/24/2010 Renewal Due: 08/24/2014 Owner of Record: Vertis, Inc.
VERTIS	U.S.	76/083,690 07/05/2000	2,800,699 12/30/2003	Registered Sec. 8 & 15 Due: 12/30/2009 Renewal Due: 12/30/2013 Owner of Record: Vertis, Inc.
VERTIS	U.S.	75/980,666 07/05/2000	2,622,888 09/24/2002	Registered Sec. 8 & 15 Due: 09/24/2008 Renewal Due: 09/24/2012 Owner of Record: Vertis, Inc.
A. VERTIS COMMUNICATION S & Design 	U.S.	78/899,126 06/02/2006		Pending Intent-to-Use application Notice of Allowance issued 12/18/2007. Statement of Use or 1 st Extension Request Due: 06/18/2008. Owner of Record: Vertis, Inc.
VERTIS and V Design 	U.S.	76/208,360 02/08/2001	2,614,501 09/03/2002	Registered Sec. 8 & 15 Due: 09/03/2008 Renewal Due: 09/03/2012 Owner of Record: Vertis, Inc.

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