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07-07-2009

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY



103566313

To the Director of the U. S. Patent and Trademark Office: Please record the attached doc.

1. Name of conveying party(ies):
The Sheridan Group Holding Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Holding Company

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: BANK OF AMERICA, N.A.
 Internal
 Address: _____
 Street Address: 100 N. Tryon Street
 City: Charlotte
 State: North Carolina
 Country: us Zip: 28255

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) 6/16/09; 6/16/09; 6/16/09

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2773433; 2804394; 2868376; 2894745

Additional sheet(s) attached? Yes No

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

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

Name: Daniel P. Reilly, Esq.
 Internal Address: DRINKER BIDDLE & REATH LLP
 Street Address: One Logan Square
18th and Cherry Streets
 City: Philadelphia
 State: PA Zip: 19103-6996
 Phone Number: (215) 988-1992
 Fax Number: 215-988-2757
 Email Address: _____

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160

Authorized to be charged to deposit account
 Enclosed

B. Payment Information:

Deposit Account Number 07/06/2009 DBYRNE 00000025 500573 2773433
 Authorized 01 EC:0521 48.00 DA
02 FC:0522 75.00 DA

9. Signature: Daniel P. Reilly June 30, 2009
 Signature Date
 Daniel P. Reilly
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 6

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

Attorney Docket No. 008740-188246

RECORDATION FORM COVER SHEET-TRADEMARKS ONLY

Continuation of Item 1. Name of conveying party(ies)

1. Name of conveying party(ies):

The Sheridan Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State: Delaware
- Citizenship (see guidelines) _____
- Other _____
- Association
- Limited Partnership

1. Name of conveying party(ies):

Sheridan Books, Inc.

- Individual(s)
- General Partnership
- Corporation-State: Delaware
- Citizenship (see guidelines) _____
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached Yes No

EXECUTION VERSION**AMENDED IP SECURITY AGREEMENT**

This AMENDED IP SECURITY AGREEMENT, dated as of June 16, 2009 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America, N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), and supplements and amends the IP Security Agreement dated August 21, 2003 between the Grantors and Fleet National Bank, predecessor in interest to the Collateral Agent. Undefined capitalized terms used in this Agreement have the meanings assigned to them in that certain Security Agreement, dated as of August 21, 2003 (as amended, restated, supplemented or otherwise modified from time to time, including, but not limited to Amendment, Joinder and Confirmation of Security Agreement, dated as of May 25, 2004, collectively the "Security Agreement"), between the Grantors and Fleet National Bank.

WHEREAS, each Grantor has granted a security interest in and continuing Lien on the Collateral (including the Intellectual Property subject of this Agreement) to the Collateral Agent pursuant to the Security Agreement, and desires to enter into this Agreement for purposes of affirming such grant and to the Collateral Agent, and providing a short-form medium to facilitate the recording of such security interest in the applicable governmental offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Affirmation and Grant of Security. Each Grantor hereby affirms its grant to the Collateral Agent for the benefit of the Secured Parties set forth in the Security Agreement of, and grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property (including the Patents and Trademarks listed on Schedule I attached hereto) to secure the Secured Obligations.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

Section 3. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 4. Miscellaneous. Each Grantor agrees that neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in

or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

The Sheridan Group Holding Company

By: Robert M. Jakobe
Name: Robert M. Jakobe
Title: President

The Sheridan Group, Inc.

By: Robert M. Jakobe
Name: Robert M. Jakobe
Title: Secretary

Sheridan Books, Inc.

By: Robert M. Jakobe
Name: Robert M. Jakobe
Title: Secretary

[Signature Page to Amended IP Security Agreement]

Schedule I**REGISTERED TRADEMARKS**

Reg. No.	Country	Mark	Owner	Registration Date
2773433	USA	The Sheridan Group	The Sheridan Group Holding Company	October 14, 2003
2804394	USA	Striving For Your Smile! (Stylized)	Sheridan Books, Inc.	January 13, 2004
2868376	USA	Digital Expert & design	The Sheridan Group Holding Company	August 3, 2004
2894745	USA	Fileworks	United Litho, Inc.	October 19, 2004