

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.		12/20/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated, as Collateral Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
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:	3021355	PAGESCRIPT XT
Serial Number:	77317958	COLORPORTAL

CORRESPONDENCE DATA

Fax Number: (212)291-9719
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 558 3285
 Email: newmanj@sullcrom.com, nguyenb@sullcrom.com
 Correspondent Name: Julie A. Newman

900181229

**TRADEMARK
 REEL: 004452 FRAME: 0384**

OP \$240.00 3423260

Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER:

Julie A. Newman

Signature:

/Julie A. Newman/

Date:

01/12/2011

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as amended, modified, restated and/or supplemented from time to time, the "Grant") dated December 20, 2010, is made by American Color Graphics, Inc., a New York corporation with principal offices at 250 West Pratt Street, 18th Floor, Baltimore, Maryland 21201 (the "Grantor") in favor of Morgan Stanley & Co. Incorporated, as Collateral Agent, a Delaware corporation with principal offices at 1585 Broadway, New York, NY 10036, (the "Grantee") for the benefit of the Secured Parties. Capitalized terms used herein but not otherwise defined herein have the meanings set forth in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of December 20, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

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

1. To secure the prompt and complete payment, performance and observance of all of the Secured Obligations and all renewals, extensions, restructurings and refinancings thereof, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Grantee, for itself and the benefit of the Lenders, a security interest in and Lien upon all of its right, title and interest in, to and under all of the Trademarks of the Grantor whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor regardless of where located, including without limitation (a) the Grantor's right, title, and interest in the United States Trademark applications and registrations set forth on Schedule A attached hereto and (b) all Proceeds thereof, but not including any Excluded Property.

2. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Grant.


3. This Grant may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective. Delivery of an executed signature page to this Grant by facsimile transmission or other electronic method of transmission shall be as effective as delivery of a manually signed counterpart of this Grant.

4. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights, remedies and obligations of the Grantor and the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Grant shall terminate upon the termination of the Security Agreement.

5. THE VALIDITY OF THIS GRANT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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Morgan Stanley & Co. Incorporated,
as Collateral Agent and Grantee

By 
Name: STEPHEN B. KING
Title: Executive Director

[American Color Graphics Trademark Security Agreement]

Schedule A to Grant of Security Interest in United States Trademarks

Trademark	Serial/Registration No.	Filing/Registration Date
ACOMS	3,423,260	05/06/2008
ACOMS	3,325,073	10/30/2007
COLORLOCK	2,942,547	04/19/2005
COLORPORTAL	77/317,958	10/31/2007
COLORRIGHT	3,184,171	12/12/2006
COLORSPACE	3,006,191	10/11/2005
COLORSTOR	3,006,193	10/11/2005
COLORVUE	3,006,194	10/11/2005
PAGESCRIPT XT	3,021,355	11/29/2005