

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.		12/20/2010	CORPORATION: DELAWARE

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: 24

Property Type	Number	Word Mark
Registration Number:	2794646	ADNEXUS
Registration Number:	1399072	CRAIGBOND
Registration Number:	1883229	CRAIGCOAT
Registration Number:	2427301	CRAIGCURE
Registration Number:	1388698	CRAIGSEAL
Registration Number:	1938057	CRAIGSOLVE
Registration Number:	2797513	CUSTOMER FOCUS
Registration Number:	2898080	ENKLAVMERCHANT
Registration Number:	2855066	ENKLAVPUBLISHER
Registration Number:	2953036	ENKLAVTDW
Registration Number:	2936789	ENKLAVVISION
Registration Number:	3151470	ENKLAVVOICE
Registration Number:	2877015	INSERTS2ONLINE
Registration Number:	2946178	RIGHT PRODUCT RIGHT TIME

OP \$615.00 2794646

Registration Number:	2962038	THE CENTER OF TARGETED ADVERTISING AND MARKETING
Registration Number:	2425136	THESPECDEPT.COM
Registration Number:	2436243	TOTAL PAPER SUPPLY
Registration Number:	3232903	TURN TO US
Registration Number:	2622888	VERTIS
Registration Number:	2800699	VERTIS
Registration Number:	3473942	VERTIS COMMUNICATIONS
Registration Number:	3098158	VERTIS MEDIATNN
Registration Number:	2238436	VISION BANK
Registration Number:	1016544	WEBCRAFT

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
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 Vertis, Inc., a Delaware 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

[Vertis Trademark Security Agreement]

Schedule A to Grant of Security Interest in United States Trademarks

Trademark	Serial/Registration No.	Filing/Registration Date
ADNEXUS	2,794,646	12/16/2003
CRAIGBOND	1,399,072	07/01/1986
CRAIGCOAT	1,883,229	03/14/1995
CRAIGCURE	2,427,301	02/06/2001
CRAIGSEAL	1,388,698	04/08/1986
CRAIGSOLVE	1,938,057	11/28/1995
CUSTOMER FOCUS	2,797,513	12/23/2003
ENKLAVMERCHANT	2,898,080	10/26/2004
ENKLAVPUBLISHER	2,855,066	06/15/2004
ENKLAVTDW	2,953,036	05/17/2005
ENKLAVVISION	2,936,789	03/29/2005
ENKLAVVOICE	3,151,470	10/03/2006
INSERTS2ONLINE	2,877,015	08/24/2004
RIGHT PRODUCT RIGHT TIME	2,946,178	05/03/2005
THE CENTER OF TARGETED ADVERTISING AND MERCHANDISING	2,962,038	06/14/2005
THESPECDEPT.COM	2,425,136	01/30/2001
TOTAL PAPER SUPPLY	2,436,243	03/20/2001
TURN TO US	3,232,903	04/24/2007
VERTIS	2,622,888	09/24/2002
VERTIS	2,800,699	12/30/2002
VERTIS COMMUNICATIONS	3,473,942	07/22/2008
VERTIS MEDIA/TNN	3,098,158	05/30/2006
VISION BANK	2,238,436	04/13/1999
WEBCRAFT	1,016,544	07/22/1975

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