

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Webcraft, LLC		12/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as agent		
<b>Street Address:</b>	10 Riverview Drive		
<b>City:</b>	Danbury		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06810		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2996998	MAILNOW	
Registration Number:	2115653	PLYPAK	
Registration Number:	1628567	USA DIRECT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	80034-979		
NAME OF SUBMITTER:	Laura Konrath		

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**TRADEMARK**  
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Signature:	/Laura Konrath/
Date:	02/04/2011
Total Attachments: 5 source=webcrafttm#page1.tif source=webcrafttm#page2.tif source=webcrafttm#page3.tif source=webcrafttm#page4.tif source=webcrafttm#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2010, by Webcraft, LLC, a Delaware limited liability company located at 980 US Highway One, P.O. Box 6023, North Brunswick, New Jersey 08902 ("Grantor"), in favor of General Electric Capital Corporation, a Delaware corporation located at 10 Riverview Drive, Danbury, Connecticut 06810, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Credit Agreement, dated as of the date hereof, by and among Vertis, Inc. as Borrower ("Borrower"), Grantor and the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, 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 Lenders, 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 Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Secured Obligations and all renewals, extensions, restructurings and refinancings thereof, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of itself and of Lenders, a security interest in and Lien upon all of its right, title and interest in, to and under the following Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the "Trademark Collateral");

(a) all of its Trademarks including those referred to on Schedule I hereto;

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

(c) all products and Proceeds of the foregoing, including, without limitation, the right to sue for past, present and future infringement, violations or dilution thereof or for any injury to goodwill.

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 Lenders, pursuant to the Security Agreement. Grantor and Agent hereby acknowledge and affirm 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 and are subject to the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent, if any, that there shall be a conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This Trademark Security Agreement shall terminate upon the termination of the Security Agreement.


4. INTERCREDITOR AGREEMENT. To the extent, if any, that there shall be a conflict between the terms of this Trademark Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern. Any reference in this Trademark Security Agreement to a "first priority Lien" or words of similar effect in describing the security interests created hereunder shall be understood to refer to such priority subject to the claims of the Term Loan Agent (as defined in the Intercreditor Agreement) on the Term Loan Priority Collateral (as defined in the Intercreditor Agreement) as provided in the Intercreditor Agreement. To the extent that any original certificate, promissory note or instrument is required pursuant to the terms of this Trademark Security Agreement to be delivered to the Agent, so long as the Intercreditor Agreement is in effect and such original certificates, promissory notes or instruments constitute Term Loan Priority Collateral (as defined in the Intercreditor Agreement), delivery of such original certificates, promissory notes or instruments to the Term Loan Agent (as defined in the Intercreditor Agreement) shall be deemed to satisfy such requirement.

5. APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[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.

**WEBCRAFT, LLC,**  
As Grantor

By:   
Name: David L. Glogoff  
Title: Secretary

[SIGNATURE PAGE TO WEBCRAFT, LLC TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
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ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**

as Agent

By: \_\_\_\_\_

Name: Daniel T. Eubanks

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO WEBCRAFT, LLC TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**

**REEL: 004467 FRAME: 0974**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (filed)	Status
MAILNOW	U.S. Federal	2996998	20-SEP-2005	Registered
PLYPAK	U.S. Federal	2115653	25-NOV-1997	Registered
USA DIRECT	U.S. Federal	1628567	18-DEC-1990	Registered

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RECORDED: 02/04/2011

**TRADEMARK**  
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