

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:	General Electric Capital Corporation, as agent		
Street Address:	10 Riverview Drive		
City:	Danbury		
State/Country:	CONNECTICUT		
Postal Code:	06810		
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	

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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: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
Signature:	/Laura Konrath/
Date:	02/04/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2010, by Vertis, Inc., a Delaware corporation located at 250 West Pratt Street, Baltimore, Maryland 21201 ("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 Grantor, as Borrower, 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 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.

VERTIS, INC.,
as Grantor

By: 
Name: David C. Inlogoff
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent


By: _____

Name: Daniel T. Eubanks

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO VERTIS, INC. TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (filed)	Status
ADNEXUS	U.S. Federal	2794646	16-DEC-2003	Registered
CRAIGBOND	U.S. Federal	1399072	01-JUL-1986	Registered
CRAIGCOAT	U.S. Federal	1883229	14-MAR-1995	Registered
CRAIGCURE	U.S. Federal	2427301	06-FEB-2001	Registered
CRAIGSEAL	U.S. Federal	1388698	08-APR-1986	Registered
CRAIGSOLVE	U.S. Federal	1938057	28-NOV-1995	Registered
CUSTOMER FOCUS	U.S. Federal	2797513	23-DEC-2003	Registered
ENKLAVMERCHANT	U.S. Federal	2898080	26-OCT-2004	Registered
ENKLAVPUBLISHER	U.S. Federal	2855066	15-JUN-2004	Registered
ENKLAVTDW	U.S. Federal	2953036	17-MAY-2005	Registered
ENKLAVVISION	U.S. Federal	2936789	29-MAR-2005	Registered
ENKLAVVOICE	U.S. Federal	3151470	03-OCT-2006	Registered
INSERTS2ONLINE	U.S. Federal	2877015	24-AUG-2004	Registered
RIGHT PRODUCT RIGHT TIME	U.S. Federal	2946178	03-MAY-2005	Registered
THE CENTER OF TARGETED ADVERTISING AND MARKETING	U.S. Federal	2962038	14-JUN-2005	Registered
THESPECDEPT.COM	U.S. Federal	2425136	30-JAN-2001	Registered
TOTAL PAPER SUPPLY	U.S. Federal	2436243	20-MAR-2001	Registered
TURN TO US	U.S. Federal	3232903	24-APR-2007	Registered
VERTIS	U.S. Federal	2622888	24-SEP-2002	Registered
VERTIS	U.S. Federal	2800699	30-DEC-2003	Registered
 vertis communications	U.S. Federal	3473942	22-JUL-2008	Registered

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (filed)	Status
VERTIS MEDIA/TNN	U.S. Federal	3098158	30-MAY-2006	Registered
VISION BANK	U.S. Federal	2238436	13-APR-1999	Registered
WEBCRAFT	U.S. Federal	1016544	22-JUL-1975	Registered