



08-14-1998



100793590

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party:

DIMAC Marketing Corporation,
a Delaware Corporation
c/o AmeriComm Holdings, Inc.
5775 Peachtree Dunwoody Rd.
Suite C150
Atlanta, GA 30342

*MEM
8-07-98*

Name and address of receiving party:

Credit Suisse First Boston, as
Administrative Agent
11 Madison Avenue
New York, NY 10010

3. Nature of conveyance:

Trademark Security Agreement

Execution Date: June 26, 1998

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

B. Trademark Registration Nos.

75-478,563	75-455,276
75-489378	1,814,011
1,778,077	1,647,801
1,962,949	1,744,773
1,710,361	1,697,072
1,714,069	1,718,620
1,750,827	1,751,491
2,013,924	75-397081

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

Garrett Elias
O'Melveny & Myers LLP
153 East 53rd Street
New York, NY 10022

6. Total number of applications and registrations
involved:

16

7. Total fee:

\$ 415 (Enclosed)

8. Deposit Account Number:

N/A

9. Statement and Signature

NY1-0619667.01

TRADEMARK
REEL: 1767 FRAME: 0984

000-0106 75476563
06/11/1998 TTUN11
01 FC:461
02 FC:482
40.00 DP
375.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Garrett E. Cho  Aug 3, 1998
Name of Person Signing Signature Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENTS: 7

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, DIMAC MARKETING CORPORATION, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, DMAC Acquisition Corp., a Delaware corporation ("**Company**"), and DMAC Holdings, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of June 26, 1998 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Credit Suisse First Boston, as administrative agent for the Lenders (in such capacity, "**Secured Party**") and as syndication agent and arranger, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Lenders (in such capacity, collectively, "**Lender Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of June 26, 1998 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Lender Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 26, 1998 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit

Agreement and the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 26th day of June, 1998.

DIMAC MARKETING CORPORATION

By: 

Name: James Wu

Title: Assistant Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
1. DIMAC Marketing Corporation	Experience Is Power	75-478,563	5-4-98 (filed)
2. DIMAC Marketing Corporation	DIMAC MARKETING CORPORATION and Design	75-455,276	3-23/-8 (filed)
3. DIMAC Marketing Corporation	PCDQUERY	75-489378 (pending)	5-21-98 (filed)
4. DIMAC Marketing Corporation	LEADDIRECT	1,814,011	12-28-93
5. DIMAC Marketing Corporation	FARMDIRECT	1,778,077	6-22-93
6. DIMAC Marketing Corporation	DIMAC design	1,647,801	6-11-91
7. DIMAC Marketing Corporation	DIMAC and Design	1,962,949	3-19-96
8. DIMAC Marketing Corporation	DIMAC, A DIMAC Company DIRECT & Design	1,744,773	1-5-93
9. DIMAC Marketing Corporation	DMCA, A DIMAC COMPANY DIRECT & Design	1,710,361	8-25-92
10. DIMAC Marketing Corporation	DIMAC	1,697,072	6-23-92
11. DIMAC Marketing Corporation	DIMAC Corporation & Design	1,714,069	9-8-92

12. DIMAC Marketing Corporation	DIMAC Consulting Group, A DIMAC COMPANY & Design	1,718,620	9-22-92
13. DIMAC Marketing Corporation	DIMAC DIRECT	1,750,827	2-2-93
14. DIMAC Marketing Corporation	MMI Gazette & Design, A DIMAC Company	1,751,491	2-9-93
15. DIMAC Marketing Corporation	Palm Coast	2,013,924	11-5-96
16. DIMAC Marketing Corporation	Klondike (intent to use app.)	75-397081 (pending)	11-28-97