



11-02-1998



100865315

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  
(f/k/a DIMAC Direct Inc. and  
DIMAC Corporation)  
c/o AmeriComm Holdings, Inc.  
5775 Peachtree Dunwoody Rd.  
Suite C150  
Atlanta, GA 30342

2. Name and address of receiving party:

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

10-26-98

3. Nature of conveyance:

Trademark Security Release

Execution Date: June 25, 1998

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

B. Trademark Registration Nos.

1453467	1429693
1239719	1636527
1707150	1595670
1747900	1778077
1647801	1744773
1710361	1697072
1714069	1718620
1780827	1781491
1814011	

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:

17

7. Total fee:

\$ 440 (Enclosed)

8. Deposit Account Number:

N/A

10/30/1998 DMGUYEM 00000203 1453467

01 FC:481  
02 FC:482

40.00 OP  
400.00 OP

NY1-0619667.01

07/15/98

TRADEMARK  
REEL: 1806 FRAME: 0669

9. Statement and Signature

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 Elias  
Name of Person Signing

  
Signature

10/21/98  
Date

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

## TRADEMARK SECURITY RELEASE

This Release granted on this 25th day of June, 1998, by National Westminster Bank PLC, as Agent ("Collateral Agent"), to DIMAC Marketing Corporation, a Delaware corporation, formerly known as DIMAC Corporation and DIMAC Direct Inc., a Missouri corporation ("Assignors"), as follows:

### WITNESSETH

WHEREAS, pursuant to (i) a Loan Agreement dated February 3, 1995, (ii) a Second Amended and Restated Borrower Security Agreement dated as of March 31, 1995, (iii) an Amended and Restated Guarantor Security Agreement, (iv) a Trademark Security Agreement dated February 3, 1995 and (v) an Amended and Restated Trademark Security Agreement dated March 31, 1995 (the "Security Agreements") the Assignors have heretofore granted to the Collateral Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications as more particularly set forth on Schedule A attached hereto (the "Marks") to secure certain Obligations (as defined in the Security Agreements); and

WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, (i) the security interests in the trademarks, trademark registrations and trademark applications set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Uniform Commercial Code as in effect in the

State of New York or under other relevant law) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to June 25, 1998 for infringement of any of the Marks or unfair competition regarding the same, and granted to Collateral Agent by the Assignor by the Security Agreements, which Assignments were duly recorded on February 21, 1995 at Trademark Reel 1293, Frame 0004 and Frame 0041 and on April 17, 1995 at Trademark Reel 1348, Frame 0290 and Frame 0344 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

Dated: June 25, 1998

National Westminster Bank, as Agent

By   
Name: ANDREW S. WEINBERG  
Title: Senior Vice President

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On this 25 day of June 1998, before me personally appeared Andrew Schleberg to me known who, being by me duly sworn, did depose and say that he ~~is~~ is Senior Vice President of National Westminster Bank Plc described herein and which executed the foregoing instrument and that he signed his name thereto pursuant to the authority granted by The Board of Directors.

Marie Gentile

Notary Public.

MARIE A. GENTILE  
Notary Public, State of New York  
No. 4979706  
Qualified in Suffolk County  
Commission Expires April 8, 1999

**SCHEDULE A  
TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT  
BETWEEN DIMAC DIRECT INC.,  
DIMAC CORPORATION, AND  
NATIONAL TRUSTWESTER BANK PLC. AS AGENT**

The following names are under trademark protection:

OWNS - DIMAC DIRECT INC.:

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE OF REGISTRATION</u>	<u>REGISTER</u>
DIRECT MAIL CORPORATION OF AMERICA (stylized letters)	#1453467	8/15/87	Principal
DMCA (stylized letters)	#1428693	2/10/87	Principal
TELE-FAX (stylized letters)	#1239719	5/24/83	Principal
DMCA DIRECT	#1636527	2/26/91	Principal
HUB	#1707150	8/11/92	Principal
D81	#1595670	5/8/90	Principal
PASS-PORT	#1747900	7/19/93	Principal

OWNS - DIMAC CORPORATION:

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE OF REGISTRATION</u>	<u>REGISTER</u>
FARMDIRECT	#1778077	6/22/93	Principal
DIMAC design	#1647801	6/11/91	Principal
DIMAC DIRECT, A DIMAC COMPANY & Design	#1744773	1/8/93	Principal
DMCA DIRECT, A DIMAC COMPANY & Design	#1710361	8/25/92	Principal
DIMAC	#1697072	6/23/92	Principal

DIMAC CORPORATION & Design	#1714069	9/8/92	Principal
DIMAC CONSULTING GROUP, A DIMAC COMPANY & Design	#1718620	9/22/92	Principal
DIMAC DIRECT	#1780827	2/2/93	Principal
MMI GAZETTE, A DIMAC COMPANY & Design	#1781491	2/9/93	Principal
LEADDIRECT	#1814011	12/28/93	Principal

The following names are pending registration:

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>DATE OF APPLICATION</u>	<u>REGISTER</u>
TOP		1/3/95	Filed
TOP TOWARD OUR PEAK		1/3/95	Filed