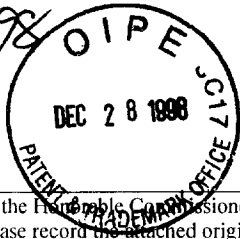


MRO

12-28-98



RECORDATION FORM COVER SHEET

12-31-1998



TRADEMARKS

100932539

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

1. Name of conveying party:

AmeriComm Direct Marketing, Inc.  
5775 Peachtree Dunwoody Road  
Suite C-150  
Atlanta, GA 30342

2. Name and address of receiving party:

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

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date: October 22, 1998

4. Application numbers and Registration numbers:

A. Trademark Application Nos.

75/212501  
75/475931  
75/411691  
75/553521  
75/553522

B. Trademark Registration Nos.

2069222  
2050998  
1138370  
2130273  
2055474  
708413  
871325  
1029360  
1115647  
1121845  
1199534  
1212397  
1034307  
1268597  
1267911  
1229783  
1325768  
1325769  
1138370  
1296136  
1236220

1134110  
1442051  
1526803  
1711630  
1460046  
1800449  
1107279  
1194508  
1925190  
1100731  
939247  
2087378  
1258537  
1184748  
1149381  
1247051  
1117255  
1344329  
775846  
771625  
1766712  
1974596  
2152521

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

Beth T. Scimemi  
Legal Assistant  
O'Melveny & Myers LLP  
153 E. 53rd Street  
New York, New York 10022

6. Total number of applications and registrations involved:

49

7. Total fee:

\$ 1240.00 (Enclosed)

8. Deposit Account Number  
N/A

12/30/1998 DNGUYEN 00000079 75212501

01 FC:481 40.00 DP  
02 FC:482 1200.00 DP  
NY1:642868.1

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.

Beth T. Scimemi  
Name of Person Signing

Beth T. Scimemi  
Signature

November 9, 1998  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 2

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, AMERICOMM DIRECT MARKETING, INC.**, 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, DIMAC Corporation**, a Delaware corporation (“**Company**”), and DIMAC Holdings, Inc., a Delaware corporation, have entered into an Amended and Restated Credit Agreement dated as of October 22, 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**”), Credit Suisse First Boston, as administrative agent for the Lenders (in such capacity, “**Secured Party**”) and arranger, Warburg Dillon Read LLC, as syndication agent, and First Union National Bank, as documentation agent, 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 a counterpart to 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.

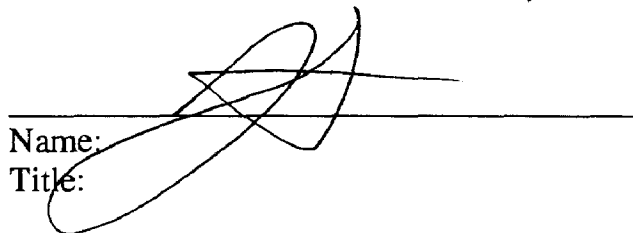
**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22nd day of October, 1998.

**AMERICOMM DIRECT MARKETING, INC.**

By:

Name:

Title:

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, is written over a solid horizontal line. The signature is positioned to the right of the 'By:' label and above the 'Name:' and 'Title:' labels.

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

See Attached.

EXECUTION

NY1-639148

**TRADEMARK  
REEL: 1830 FRAME: 0937**

**U.S. TRADEMARKS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
A/L SYSTEMS	2,069,222	06/10/97
A/L SYSTEMS & Design	2,050,998	04/08/97
LABEL ART	1,138,370	08/05/80
LABEL LAUNCH	2,130,273	1/20/98
QUALITY YOU CAN STICK WITH	2,055,474	04/22/97
SLIP-N-NAME	708,413	12/13/60
KANGAROO PAK	871,325	6/17/69
DE Design	1,029,360	1/06/76
CONVERTAGRAPHICS	1,115,647	3/27/79
C Design	1,121,845	7/10/79
PLUS Design	1,199,534	6/29/82
PHOTOCRAFT	1,212,397	10/12/82
PHOTOCRAFT	1,034,307	2/24/76
PRESS-N-SEAL	1,268,597	2/28/84
PRESS-N-RE-SEAL	1,267,911	2/21/84
DISCVELOPE	1,229,783	3/08/83
R Design	1,325,768	3/19/85
ROTAGRAPHICS	1,325,769	3/19/85
Label Art	1,138,370	08/05/80
Thrifty Swifty	1,296,136	09/18/84

DOUBLE ENVELOPE	1236220	5/03/83
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**Pending Applications**

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
TARGETPAK	75/212501	12/12/96



## U.S. TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FAST TAB	1,134,110	29-Apr-1980
FLASH PAK	1,442,051	09-Jun-1987
FLEX MAIL	1,526,803	28-Feb-1989
INFO/PRINT	1,711,630	09/01/92
INFOSEAL	1,460,046	10/6/87
INFOSEAL	1,800,449	10/26/93
LABEL ART Design	1,107,279	11/28/78
MINI MAILER	1,194,508	27-Apr-1982
PRINT2GETHER & Design	1,925,190	10-Oct-1995
QUICK MAILER	1,100,731	29-Aug-1978
QUICK MAILER	939,247	25-Jul-1972
SELF LABEL	2,087,378	8/12/97
TENTLESS	1,258,537	22-Nov-1983
THE CREATIVE SPOT & Design	1,184,748	05-Jan-1982
THE LABEL LINE	1,149,381	03/24/81
TRANS FLEX	1,247,051	02-Aug-1983
TRANS-O-GRAM	1,117,255	01-May-1979
TRANS-PAK	1,344,329	25-Jun-1985
TRANSKRIT	775,846	25-Aug-1964
TRANSKRIT	771,625	16-Jun-1964
ZIP-WINDOW	1,766,712	20-Apr-1993
EASY MAIL	1974596	21-May-1996
INFOCARD	2152521	21-Apr-1998

## Pending Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
MARK-IT	75/475,931	4/28/98
PROMO PAK	75/411,691	12/29/97
LASERSCRIPT	75/553,521	9/16/98
LASERX	75/553522	9/16/98

**Foreign Trademarks:**

Owner	Trademark Description	Registration Number	Registration Date	Country
Americomm Direct Marketing, Inc.	Label Art	279272	05/06/83	Canada
Americomm Direct Marketing, Inc.	Quickmailer	208,668		Canada
Americomm Direct Marketing, Inc.	Fast Tab	258,758		Canada
Americomm Direct Marketing, Inc.	InfoSeal	359,117		Canada
Americomm Direct Marketing, Inc.	InfoSeal	564663		Benelux
Americomm Direct Marketing, Inc.	InfoSeal	94,551,128 (Reg #)		France
Americomm Direct Marketing, Inc.	InfoSeal	39,406,588		Germany
Americomm Direct Marketing, Inc.	InfoSeal	174691 (Reg #)		Ireland
Americomm Direct Marketing, Inc.	InfoSeal	1,581,391		United Kingdo
Americomm Direct Marketing, Inc.	InfoSeal	1,581,392		United Kingdo
Americomm Direct Marketing, Inc.	InfoSeal	770388		Australia
Americomm Direct Marketing, Inc.	InfoCard	770389		Australia