

01-14-1999

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #22

Tab setting

JRC
TR

01-26-1999



100948033



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

1. Name of conveying party(ies): 1-14-99
 PHOENIX COLOR CORP.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State DELAWARE
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: FIRST UNION NATIONAL BANK
 Internal Address: _____
 Street Address: 2240 BUTLER PIKE
 City: PLYMOUTH MEETING State: PA ZIP: 19462

Individual(s) citizenship _____
 Association NATIONAL BANKING
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Execution Date: JANUARY 4, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
±,937,914 & 1,672,216 & 2,085,604

Additional numbers attached? Yes No

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

Name: AMY LEE BRADY
 Internal Address: CSC

 Street Address: 80 STATE STREET, 6TH FL.

 City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

01/22/1999 DNGUYEN 00000289 937914

01 FC:481 40.00 OP
02 FC:482 50.00 OP

DO NOT USE THIS SPACE

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.

AMY LEE BRADY
 Name of Person Signing

Amy L Brady
 Signature

1/13/99
 Date

Total number of pages including cover sheet, attachments, and document: 7

SCHEDULE A-1 TO TRADEMARK SECURITY AGREEMENT

<u>Trademarks</u>	<u>Application/Registration No.</u>	<u>County</u>	<u>Date</u>
ULTRA-LITHO	1,937,914	USA	11/28/95
LITHOFOIL	1,672,216	USA	1/14/92
ULTRA-PLUS	2,085,604	USA	8/5/97

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement ("Amendment") dated this 4th day of January, 1999 is made by Phoenix Color Corp., a Delaware corporation with an address at 540 Western Maryland Parkway, Hagerstown, MD 21746 ("Debtor") in favor of First Union National Bank, a national banking association, with an address at 2240 Butler Pike, Plymouth Meeting, PA 19462, as collateral agent (in such capacity "Collateral Agent") for (i) First Union National Bank, as agent (in such capacity "Bank Agent") for the lenders ("Lenders") and issuer ("Issuer") parties to the Credit Agreement dated September 15, 1998 (as amended, modified, restated or supplemented from time to time "Credit Agreement"), among the borrowers ("Borrowers"), Bank Agent, Issuer and Lenders and (ii) First Union Investors, Inc. ("Purchaser") as Purchaser of, and any other holder of the Bridge Notes and Exchange Notes as defined in, and issued under, the Bridge Securities Purchase Agreement (as amended, modified, restated or supplemented from time to time "Purchase Agreement"), among Phoenix, PCC, Realty and Purchaser.

Background

A. Debtor and Collateral Agent entered into a Trademark Security Agreement dated September 15, 1998, ("Trademark Agreement"), pursuant to which Debtor granted to Collateral Agent a lien on and security interest in all of Debtor's trademarks, servicemarks and tradenames, whether existing or future, together with all of the good will of Debtor associated therewith and represented thereby. The Trademark Agreement was recorded on September 25, 1998 at Reference No. 966849-005.

B. Debtor has acquired certain additional trademarks, servicemarks and tradenames (collectively, "Additional Trademarks") as set forth on Schedule A-1 attached hereto. Debtor and Collateral Agent desire to amend the Trademark Agreement for the purpose of, inter alia, granting, ratifying and confirming Collateral Agent's lien on and security interest in the Additional Trademarks, on the terms and conditions set forth herein.

C. Capitalized terms used with further definition herein shall have the respective meanings set forth in, or by reference in, the Trademark Agreement.

NOW THEREFORE, with the foregoing Background incorporated by reference and intending to be legally bound hereby the parties agree as follows:

1. As security for the prompt and complete payment and performance (whether at the stated maturity, by acceleration or otherwise) of all Obligations, Debtor grants (and hereby ratifies and confirms any prior grant of) a lien and security interest to Collateral Agent, for the benefit of Secured Parties, in all of Debtor's present and future right, title and interest in and to the Additional Trademarks set forth on such Schedule A-1, together with the good will of Debtor associated with and represented by the Additional Trademarks and the registration thereof and the right (but not the obligation) to sue for past, present and future

infringements and the proceeds thereof including, without limitation, license, royalties and proceeds of infringement suits.

2. Schedule A to the Trademark Agreement (and Schedule A to Exhibit 1 of the Trademark Agreement) is hereby supplemented by the information contained on Schedule A-1 hereto. Any reference to such Schedule A or Schedule A-1 shall be deemed to refer to Schedule A and Schedule A-1 collectively.

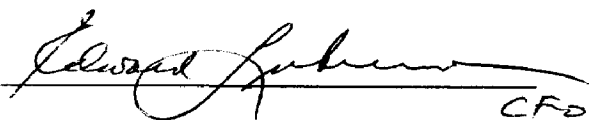
3. Except as expressly set forth herein, all of the terms, conditions and provisions of the Trademark Agreement are hereby ratified and confirmed and continue unchanged and in full force and effect.

4. Two or more originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed in counterpart, all of which counterparts taken together shall constitute one fully completed executed document.

IN WITNESS WHEREOF, the parties have executed this Amendment, under seal the day and year first above written.

PHOENIX COLOR CORP.

(Corporate Seal)

By:  CFD

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK
as Collateral Agent

By: _____

infringements and the proceeds thereof including, without limitation, license, royalties and proceeds of infringement suits.

2. Schedule A to the Trademark Agreement (and Schedule A to Exhibit 1 of the Trademark Agreement) is hereby supplemented by the information contained on Schedule A-1 hereto. Any reference to such Schedule A or Schedule A-1 shall be deemed to refer to Schedule A and Schedule A-1 collectively.

3. Except as expressly set forth herein, all of the terms, conditions and provisions of the Trademark Agreement are hereby ratified and confirmed and continue unchanged and in full force and effect.

4. Two or more originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed in counterpart, all of which counterparts taken together shall constitute one fully completed executed document.

IN WITNESS WHEREOF, the parties have executed this Amendment, under seal the day and year first above written.

PHOENIX COLOR CORP.

(Corporate Seal)

By: _____

Acknowledged and Accepted:


FIRST UNION NATIONAL BANK
as Collateral Agent

By: Margaret A. Byrne

ACKNOWLEDGMENT

United States of America :
State of *New York* : SS
County of *New York* :

On this 4th day of January, 1999, before me personally appeared Edward Lieberman to me known and being duly sworn deposes and says that he is C. F. O. of Phoenix Color Corp., the Debtor corporation described in the foregoing Amendment; and that he knows the seal of the corporation; and that the seal so affixed to the Amendment is such corporate seal; that he signed the Amendment and affixed the seal of the corporate thereto as such officer pursuant to the authority invested in him by law; that the within Amendment is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public

My Commission Expires: 08/24/00

AMAN P. SINGHA
Notary Public, State of New York
No. 02SI6012175
Qualified in New York County
Commission Expires Aug. 24, 2000

CORPORATE ACKNOWLEDGMENT

United States of America :
Commonwealth of Pennsylvania : SS
County of PHILADELPHIA :

On this 4th day of January, 1999, before me personally appeared MARGARET BYRNE to me known and being duly sworn deposes and says that he/she is VICE-PRESIDENT of First Union National Bank, as Collateral Agent, the banking association described in the foregoing Amendment; and that he/she signed the Amendment as such pursuant to the authority invested in him/her by law; that the within Amendment is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

Dorothy L. Wydra
Notary Public

My Commission Expires: 10-31-2002

