

02-10-2004




Form PTO-1594
(Rev. 10/02)
OMB No. 0651-007 (exp. 6/30/2005)

RECORDATION 102666043
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

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

<p>1. Name of conveying party(ies):</p> <p><u>MailCoups, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Delaware</u></p> <p>Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>JP Morgan Chase Bank</u></p> <p>Internal Address: <u>Attention: Shadia O. Aminu</u></p> <p>Street Address: <u>1111 Fannin, 10th Floor</u></p> <p>City: <u>Houston</u> State: <u>TX</u> Zip: <u>77002</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input type="checkbox"/> Corporation-State _____</p> <p><input checked="" type="checkbox"/> Other <u>New York Banking Corporation</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) address(es) attached? Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 4, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) <u>2660332, 1945801, 2751684, 1386255</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Janis Nici</u></p> <p>Internal Address: <u>Milbank, Tweed, Hadley & McCloy LLP</u></p> <p>Street Address: <u>One Chase Manhattan Plaza</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u></p>	<p>6. Total number of applications and registrations involved: <u>4</u></p> <p>7. Total fee (37 CFR 3.41) \$<u>115</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>13-3250</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature.</p> <p>To the best of my <i>knowledge and</i> belief, the foregoing information is true and correct and any attached copy is a true copy of the original document</p> <p><u>Janis Nici</u>  <u>2-5/04</u></p> <p>Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>12</u></p> <p>Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks Box Assignments Washington, D.C. 20231</p>	

02/09/2004 ECOOPER 00000138 133250 2660332

01 FC:8521 40.00 DA
02 FC:8522 75.00 DA

NY2:#4577807

TRADEMARK
REEL: 002910 FRAME: 0483

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of December 4, 2003 between ADVO, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Company"), each of the Subsidiaries of the Company identified under the caption "SUBSIDIARY GUARANTORS" on the signature pages hereto (individually, a "Subsidiary Guarantor" and, together with the Company, individually an "Obligor" and, collectively, the "Obligors"), and JPMORGAN CHASE BANK, as collateral agent for the Secured Parties from time to time party to the Collateral Agency and Intercreditor Agreement referred to below (in such capacity, together with its successors in such capacity, the "Collateral Agent").

WHEREAS, the Company, certain lenders and JPMorgan Chase Bank, as Administrative Agent, are parties to a Credit Agreement dated as of the date hereof (as amended, modified, supplemented, refinanced or replaced from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by means of loans and letters of credit) to be made by said lenders to the Company in an aggregate principal or face amount not exceeding \$150,000,000 (which in the circumstances and subject to the conditions of the Credit Agreement may be increased to \$225,000,000). Such lenders, together with any other person that may at any time be or become a party to the Credit Agreement as a "Lender" thereunder, are herein collectively called the "Lenders".

WHEREAS, the Company and certain noteholders have entered into a Note Agreement, dated as of the date hereof (as amended, modified, supplemented, refinanced or replaced from time to time, the "Note Agreement"), pursuant to which the Company issued and the Noteholders purchased \$[125,000,000] aggregate principal amount of the Company's: (a) 5.71% Series A Senior Guaranteed Secured Notes due December 4, 2013 (the "Series A Notes") and (b) Floating Rate Series B Senior Guaranteed Secured Notes due December 4, 2013 (the "Series B Notes" and together with the Series A Notes, as amended, modified, supplemented, refinanced or replaced from time to time, collectively, the "Notes"). Such noteholders, together with any other person that may at any time hold any of the Notes under the Note Agreement, are herein collectively called the "Noteholders".

WHEREAS, as contemplated by the Credit Agreement, the credit available under the Credit Agreement may be increased, or the Company may issue New Senior Secured Notes, in an aggregate amount up to but not exceeding the New Senior Secured Debt Limit (as such capitalized terms are, respectively, defined in the Collateral Agency and Intercreditor Agreement). The holders of any such New Senior Secured Notes are herein collectively called the "New Senior Secured Noteholders".

WHEREAS, the Company may from time to time enter into interest or commodity or other hedging agreements with one or more of the Noteholders, the New Senior Secured Noteholders, the Lenders or their affiliates thereof (any such agreement being herein called "Hedging Agreement"). The Noteholders, the New Senior Secured Noteholders, the

Annex 4 to Security Agreement

Lenders or their affiliates thereof party to any Hedging Agreement are herein called the "Hedging Parties".

WHEREAS, concurrently with the execution and delivery hereof, the Lenders party to the Credit Agreement on the date hereof, the Noteholders party to the Note Agreement on the date hereof, the Administrative Agent under the Credit Agreement and the Collateral Agent have entered into a Collateral Agency and Intercreditor Agreement dated as of the date hereof (as amended, modified and supplemented from time to time, the "Collateral Agency and Intercreditor Agreement") to, among other things, define the rights, duties, authority and responsibilities of the Collateral Agent and the relationship among the Lenders, the Noteholders, the New Senior Secured Noteholders and the Hedging Parties (the Lenders, the Noteholders, the New Senior Secured Noteholders, the Hedging Parties, the Administrative Agent and the Collateral Agent being collectively referred to herein as the "Secured Parties", and individually referred to as a "Secured Party") with respect to the collateral security provided for by the Security Agreement (defined herein).

WHEREAS, to induce the Secured Parties to enter into the Credit Agreement and the Note Agreement and to extend credit or purchase Notes thereunder, and to induce any New Senior Secured Noteholder to purchase New Senior Secured Notes and any Hedging Party to enter into any Hedging Agreement, each Obligor has executed and delivered that certain Security Agreement dated December 4, 2003 made by the Obligors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS under the terms of the Security Agreement, the Obligors have granted to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Obligors, and have agreed as a condition thereof to execute this IP Security Agreement for the purposes of recording the grant of the security interest in such intellectual property with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

SECTION 1. Grant of Security. Each Obligor hereby confirms the grant to the Collateral Agent for the ratable benefit of the Secured Parties under the terms of the Security Agreement of a security interest in all of such Obligor's right, title and interest in and to the trademark registrations and applications set forth in Schedule I hereto, and the right to recover for past, present and future infringements or misappropriations thereof and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively being the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Obligor under the Security Agreement, as evidenced by this IP Security Agreement, secures the payment of the Obligations of each Obligor whether now existing or hereafter coming into existence.

SECTION 3. Recordation. Each Obligor authorizes and requests, that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Counterparts. This IP Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this IP Security Agreement by signing any such counterpart.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into pursuant to the terms of the Security Agreement. Each Obligor does hereby, acknowledge and confirm that the grant of the security interest referenced herein to, and the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be construed and governed by the law of the State of New York.

IN WITNESS WHEREOF, each Obligor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ADVO, INC.

By: 
Name: Christopher T. Hunter
Title: V.P. TREASURER

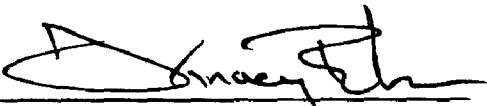
Intellectual Property Security Agreement

NY3:#7325433

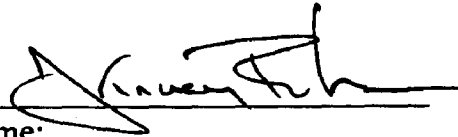
TRADEMARK
REEL: 002910 FRAME: 0487

SUBSIDIARY GUARANTORS


ADVO INVESTMENT COMPANY, INC.

By 
Name:
Title:


COUPON DISTRIBUTORS, INC.

By 
Name:
Title:

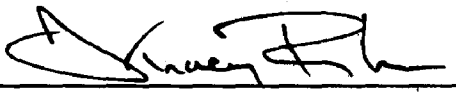
MAIL MARKETING SYSTEMS, INC.

By 
Name:
Title:

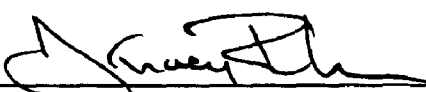
MAILCOUPS, INC.

By 
Name:
Title:

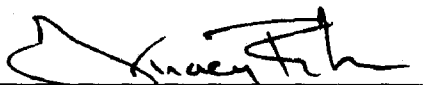
MBV, INC.

By 
Name:
Title:

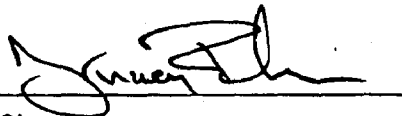
SHOPWISE.COM, INC.

By 
Name:
Title:

STIGHEN, INC.

By 
Name:
Title:

VALUE FAIR, INC.

By 
Name:
Title:

Intellectual Property Security Agreement

NY3:#7325433

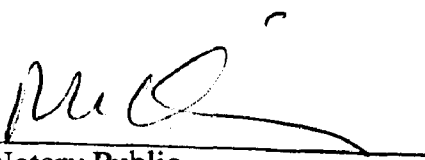
TRADEMARK
REEL: 002910 FRAME: 0488

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss. Windsor

On this, the 4th day of December, 2003, before me, the undersigned officer, personally appeared Christopher T. Hutter, who acknowledged himself to be the Vice President and Treasurer of **ADVO, INC.**, and that he, as such Vice President and Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice President and Treasurer and as his and its free act and deed.

In witness whereof I hereunto set my hand.



Notary Public

My Commission expires:


MICHELLE WALTERS FOURNIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2005

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss. Windsor

On this, the 4th day of December, 2003, before me, the undersigned officer, personally appeared J. Tracy Forbes, who acknowledged himself to be the Executive Vice President of **ADVO INVESTMENT COMPANY, INC.** and **MBV, INC.**, and that he, as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of each corporation by himself as such Executive Vice President and as his and its free act and deed.

In witness whereof I hereunto set my hand.



Notary Public

My Commission expires:

MICHELLE WALTERS FOURNIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2005

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss. Windsor

On this, the 4th day of December, 2003, before me, the undersigned officer, personally appeared J. Tracy Forbes, who acknowledged himself to be the Secretary of **COUPON DISTRIBUTORS, INC., MAIL MARKETING SYSTEMS, INC., MAILCOUPS, INC., SHOPWISE.COM, INC., STIGHEN, INC.** and **VALUE FAIR, INC.** and that he, as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of each corporation by himself as such Secretary and as his and its free act and deed.

In witness whereof I hereunto set my hand.


Notary Public
My Commission expires:

MICHELLE WALTERS FOUENIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 02, 2005

FROM

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Intellectual Property Security Agreement

JPMORGAN CHASE BANK,
as Collateral Agent

By: MBL
Name: Peter B. Thaler
Title: Vice President

SCHEDULE I
to IP Security Agreement

**LIST OF TRADE NAMES, SERVICE MARKS, TRADEMARK AND
SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK
AND SERVICE MARK REGISTRATIONS**

Trademark	US P&TO Registration	Owner
"HOUSEHOLD SELECT DAL"	1,809,536	MBV, Inc. (DE)
ADVO	852,474	MBV, Inc. (DE)
ADVO & DESIGN	1,524,795	MBV, Inc. (DE)
ADVO-SYSTEM	852,473	MBV, Inc. (DE)
AMERICA'S LOOKING FOR ITS MISSING CHILDREN	1,754,368	MBV, Inc. (DE)
AMERICA'S MAIN STREET BRAND CHAMPION	2,660,332	MailCoups, Inc. (DE)
ANNE Design	2,254,851	MBV, Inc. (DE)
HAVE YOU SEEN ME?	2,282,613	MBV, Inc. (DE)
HAVE YOU SEEN US?	2,282,612	MBV, Inc. (DE)
IT'S WORTH LOOKING INTO	2,042,946	MBV, Inc. (DE)
Mailbox Design	2,123,366	MBV, Inc. (DE)
MAILBOX VALUES	1,472,582	MBV, Inc. (DE)
MAILBOX VALUES DIRECT	2,054,596	MBV, Inc. (DE)
NEIGHBORHOOD MAILBOX VALUES	2,076,050	MBV, Inc. (DE)
NETSERTS.COM	2,468,911	Netserts.com, LLC (NC)
SHARPSHOOTERS	1,887,414	MBV, Inc. (DE)
SHOPWISE	2,547,707	MBV, Inc. (DE)
SUPER COUPS	1,945,801	MailCoups, Inc. (DE)
SUPER COUPS	2,751,684	MailCoups, Inc. (DE)
SUPER COUPS MONEY SAVING COUPONS FOR THE WHOLE FAMILY	1,386,255	MailCoups, Inc. (DE)

VALORES EN EL BUZON

1,556,059

MBV, Inc. (DE)

VALUE FAIR

1,913,236

MBV, Inc. (DE)