

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertis, Inc.		10/17/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	450 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2877015	INSERTS2ONLINE	
Registration Number:	2800699	VERTIS	
Registration Number:	2622888	VERTIS	
Serial Number:	78899126	VERTIS COMMUNICATIONS	
Registration Number:	2614501	V VERTIS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.0933		

CH \$140.00 2877015

NAME OF SUBMITTER:	Watt Wanapha, Esq. (014951.0933)
Signature:	/kc for ww/
Date:	10/21/2008
Total Attachments: 3 source=Trademark Grant of a Security Interest for Vertis Inc#page1.tif source=Trademark Grant of a Security Interest for Vertis Inc#page2.tif source=Trademark Grant of a Security Interest for Vertis Inc#page3.tif	

EXECUTION VERSION

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Vertis, Inc. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 17, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, a Delaware limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

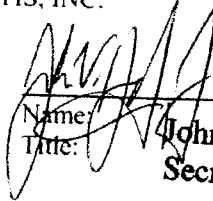
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 17, 2008.

VERTIS, INC.

By:

Name:
Title:




John Howard
Secretary

Trademark Security Agreement - Vertis

TRADEMARK
REEL: 003874 FRAME: 0656

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark	Country	App. No. & Filing Date	Reg. No. & Reg. Date	Status
NSERTS2ONLINE	U.S.	78/147,124 07/24/2002	2,8770,15 08/24/2004	Registered Sec. 8 & 15 Due: 08/24/2010 Renewal Due: 08/24/2014 Owner of Record: Vertis, Inc.
VERTIS	U.S.	76/083,690 07/05/2000	2,800,699 12/30/2003	Registered Sec. 8 & 15 Due: 12/30/2009 Renewal Due: 12/30/2013 Owner of Record: Vertis, Inc.
VERTIS	U.S.	75/980,666 07/05/2000	2,622,888 09/24/2002	Registered Sec. 8 & 15 Due: 09/24/2008 Renewal Due: 09/24/2012 Owner of Record: Vertis, Inc.
A. VERTIS COMMUNICATIONS & Design 	U.S.	78/899,126 06/02/2006		Pending Intent-to-Use application Notice of Allowance issued 12/18/2007. Statement of Use or 1 st Extension Request Due: 06/18/2008. Owner of Record: Vertis, Inc.
VERTIS and V Design 	U.S.	76/208,360 02/08/2001	2,614,501 09/03/2002	Registered Sec. 8 & 15 Due: 09/03/2008 Renewal Due: 09/03/2012 Owner of Record: Vertis, Inc.

SRZ-10767068.3