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10-01-1999

10-12-1999

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TO: The Commissioner of Patents and

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Original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/06/1999 DNGUYEN 00000255 1937914

FOR OFFICE USE ONLY

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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001973 FRAME: 0350

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,937,914"/>	<input type="text" value="1,672,216"/>	<input type="text" value="2,085,604"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

TONYA CHAPPLE

Tonya Chapple

9-29-99

Name of Person Signing

Signature

Date Signed

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)
- General Partnership
- Corporation-State DELAWARE
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: JANUARY 4, 1999

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

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

along #

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 BOSTON 00000289 937914

01 FC:481
02 FC:482

40.00 OP
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 Lee Brady
Signature

1/13/99
Date

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

Mail documents to be recorded with required coversheet information to:

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK

Washington, D.C. 20231

REEL: 001973 FRAME: 0352

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: CFC

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. Byers

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

