

01-28-2000

RECORDA



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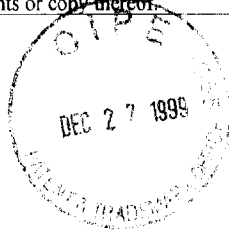
101252838

MRD 12-27-99

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

1. Name of conveying party:

Goss Graphic Systems, Inc.,
a Delaware corporation



2. Name and address of receiving party:

Bankers Trust Company, as Agent
c/o BT Commercial Corporation
300 South Grand Avenue, 41st Floor
Los Angeles, California 90071

3. Nature of conveyance:

Trademark Security Agreements pursuant to Tranche A Security Agreement and the Second Amended and Restated Tranche B Security Agreement.

Execution Date: November 19, 1999

4. Trademark registration numbers:

1169892	1192715	1326574	0059358
1444890	0945724	0895476	0895967
1638155	1232519	1135512	1183538
0108225	0759176	0645362	0879456
1327603	1456168	1469623	
0876967	0889342	0466583	
0767121	0941941	0907521	

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

Brian Beck
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071

6. Total number of applications and registrations involved:

25

7. Total fee:

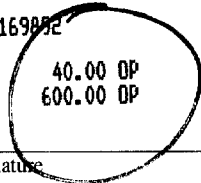
\$640.00

8. Deposit Account Number:

N/A

1/28/2000 DCOATES 00000025 1169892

1 FC:481
2 FC:482



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.

Brian Beck

Name of Person Signing

Signature

12/21/99

Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

TRADEMARK
REEL: 002012 FRAME: 0646

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, GOSS GRAPHIC SYSTEMS, 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, Grantor, Goss Graphic Systems Limited, a company organized under the laws of England ("**Goss UK**"), Goss Systemes Graphiques Nantes S.A., a *societe anonyme* organized under the laws of the Republic of France ("**Goss France**"), Goss Graphic Systems Japan Corporation, a corporation organized under the laws of Japan ("**Goss Japan**"; and together with Grantor, Goss UK and Goss France, the "**Borrowers**"), have entered into that certain Second Amended and Restated Multicurrency Credit Agreement (said Second Amended and Restated Multicurrency Credit Agreement as it may be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) dated as of November 19, 1999 with the financial institutions acting as lenders ("**Lenders**") and indemnifying lenders listed on the signature pages thereof, Bankers Trust Company, as administrative agent for such Lenders, and Lehman Brothers, as documentation agent for Lenders, 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 Borrowers; and

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Security Agreement dated as of November 19, 1999 (said Second Amended and Restated Security Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Bankers Trust Company, as agent for and representative of Tranche B Lenders (in such capacity, "**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 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.

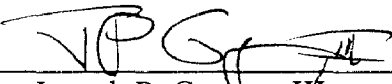
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests 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.

[Remainder of page intentionally left blank.]

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 this _____ day of November, 1999.

GOSS GRAPHIC SYSTEMS, INC.

By: 
Name: Joseph P. Gaynor, III
Title: Executive Vice President of Finance and
Administration and Chief Financial Officer

(Grant of Trademark Security Interest.
Second Amended and Restated Agreement)

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, GOSS GRAPHIC SYSTEMS, 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, Grantor, Goss Graphic Systems Limited, a company organized under the laws of England ("**Goss UK**"), Goss Systemes Graphiques Nantes S.A., a *societe anonyme* organized under the laws of the Republic of France ("**Goss France**"), Goss Graphic Systems Japan Corporation, a corporation organized under the laws of Japan ("**Goss Japan**"; and together with Grantor, Goss UK and Goss France, the "**Borrowers**"), have entered into that certain Second Amended and Restated Multicurrency Credit Agreement (said Second Amended and Restated Multicurrency Credit Agreement as it may be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) dated as of November 19, 1999 with the financial institutions acting as lenders ("**Lenders**") and indemnifying lenders listed on the signature pages thereof, Bankers Trust Company, as administrative agent for such Lenders, and Lehman Brothers, as documentation agent for Lenders, 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 Borrowers; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of November 19, 1999 (said Security Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Bankers Trust Company, as agent for and representative of Domestic Tranche A Lenders (in such capacity, "**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 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.

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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 this _____ day of November, 1999.

GOSS GRAPHIC SYSTEMS, INC.

By: 
Name: Joseph P. Gaynor, III
Title: Executive Vice President of Finance and
Administration and Chief Financial Officer

(Grant of Trademark Security Interest)

GOSS GRAPHIC SYSTEMS, INC.

CURRENT TRADEMARKS

Schedule A to Grant of Trademark Security Interest

TRADEMARK	COUNTRY	REGISTRATION NO.
ARL	UNITED STATES	070001169892092281
AUTOCOLOR	UNITED STATES	07 0001444890063087
CLUB	GREAT BRITAIN	070001113741073081
COLOR KIT	INT.TM	070000485713051084
COLORFLOW	COLOMBIA	0218082/98-36986
COLORFLOW	GUATEMALA	97315,411/206
COLORFLOW	MEXICO	07 0000593836112698
COLORFLOW	PERU	07 0000049442101308
COLORFLOW	SOUTH KOREA	07 0000448629053199
COLORFLOW	UNITED STATES	07 0002238545041399
COLORLINER	ARGENTINA	07 0001368848122789
COLORLINER	AUSTRALIA	07 000A517406061891
COLORLINER	BENELUX	07 0000465461040290
COLORLINER	BRAZIL	07.10000517850610159
COLORLINER	CANADA	07 0000375235110290
COLORLINER	DENMARK	07 0002864/91051791
COLORLINER	EGYPT	07 0000075147062294
COLORLINER	FINLAND	07 0000113689090591
COLORLINER	FRANCE	07 0001588398082189
COLORLINER	GERMANY	07 0001179593073091
COLORLINER	GREAT BRITAIN	07 0001396136011191
COLORLINER	GREECE	07 0000096207103089
COLORLINER	HONG KON	07 0002076/91050489
COLORLINER	INDONESIA	07 0000272752031192
COLORLINER	ISRAEL	070000073854071593
COLORLINER	ITALY	070000575551100192
COLORLINER	JAPAN	09 0002401900043092
COLORLINER	MALAYSIA	0700089/6081072194
COLORLINER	NEW ZEALAND	070000195529090993
COLORLINER	NORWAY	07 0000143514112990
COLORLINER	PORTUGAL	070000257986031093
COLORLINER	SINGAPORE	07 0006424/89050489
COLORLINER	SOUTH AFRICA	0700089/7481031893
COLORLINER	SOUTH KOREA	380000199547090190
COLORLINER	SPAIN	07 0001762673020596
COLORLINER	SWEDEN	070000224064060791
COLORLINER	TAIWAN	700000487815061690
TRADEMARK	COUNTRY	REGISTRATION NO.
COLORLINER	THAILAND	060000141388081090
COLORLINER	UNITED STATES	070001638155031991
COLORSET	UNITED STATES	070001327603032685
COLORTROL	JAPAN	070003013208122294

TRADEMARK	COUNTRY	REGISTRATION NO.
COLORTROL	UNITED STATES	070000876967091669
COMMERCIAL 38	CANADA	000000189701033073
COMMERCIAL 38	ITALY	070000637358121994
COMMERCIAL 38	SWEDEN	070000142660041373
COMMUNITY	ARGENTINA	070001463666083193
COMMUNITY	AUSTRALIA	07000A253258102472
COMMUNITY	BENELUX	070000306322112571
COMMUNITY	BRAZIL	7100006147003102575
COMMUNITY	CANADA	000000185913100672
COMMUNITY	CHILE	070000389558072892
COMMUNITY	CHINA	070000808434012196
COMMUNITY	COLOMBIA	070000079185022673
COMMUNITY	COLOMBIA	70000197679053097
COMMUNITY	DENMARK	070001750/72052672
COMMUNITY	FRANCE	070001691420090591
COMMUNITY	GERMANY	070000900250120772
COMMUNITY	GREAT BRITAIN	070000985526010672
COMMUNITY	HONG KONG	9112/1999/98-04698
COMMUNITY	ISRAEL	070000034426102892
COMMUNITY	ITALY	070000614307123093
COMMUNITY	JAPAN	070003013207122294
COMMUNITY	LEBANON	070000049744121671
COMMUNITY	MEXICO	070000173994102372
COMMUNITY	NEW ZEALAND	070000098621103172
COMMUNITY	PERU	070000011296112592
COMMUNITY	SOUTH AFRICA	0700071/4862090572
COMMUNITY	SPAIN	070000657540061876
COMMUNITY	SWEDEN	070000140996102072
COMMUNITY	SWITZERLAND	070000392366082291
COMMUNITY	TAIWAN	780000070049060194
COMMUNITY	TURKEY	070000130847112491
COMMUNITY	UNITED STATES	070000767121032464
COMMUNITY	VENEZUELA	2300071494-F061987
COMMUNITY	COSTA RICA	70000110597121098
COMMUNITY	DOMINICAN REPUBLIC	220000097839071598
COSMO-OFFSET	UNITED STATES	070001192715033082
GAZETTE	GERMANY	070009500913071796
GAZETTE	GREAT BRITAIN	07000B948353122090
GAZETTE	INDIA	070000291212092994
GAZETTE	INDIA	160000291213092994
GAZETTE	INT.TM	07000R357321051689
GOSS	ARGENTINA	070001575384091495
GOSS	AUSTRALIA	07000A255036100474
GOSS	BENELUX	070000308215011072
GOSS	BRAZIL	070006149812102575
GOSS	CANADA	070000212072021376
GOSS	CHILE	070000397147112592

TRADEMARK	COUNTRY	REGISTRATION NO.
GOSS	CHINA	030000175342041583
GOSS	DENMARK	070003622/74111574
GOSS	FRANCE	070001700801102291
GOSS	GERMANY	070000899058110372
GOSS	GREAT BRITAIN	070000986830020272
GOSS	INDIA	070000223308071592
GOSS	ISRAEL	070000034866100873
GOSS	ITALY	070000614753123093
GOSS	JAPAN	170000547403062790
GOSS	LEBANON	070000049892012472
GOSS	MEXICO	070000240750112994
GOSS	NEW ZEALAND	070000099369102076
GOSS	PERU	070000047404020193
GOSS	SOUTH AFRICA	0700072/0356011092
GOSS	SOUTH KOREA	380000266810062293
GOSS	SPAIN	070000663233071976
GOSS	SWEDEN	070000147756062874
GOSS	SWITZERLAND	070000395260120991
GOSS	TURKEY	070000132344020992
GOSS	UNITED STATES	070000945724102472
GOSS	VENEZUELA	2100072371-F091887
GOSS COLORLINER	SWITZERLAND	070000383175042991
GOSS AND G DESIGN	CHILE	70000529505121098
GOSS AND G DESIGN	CHINA	70001249614022199
GOSS AND G DESIGN	ISRAEL	70000113155090698
GOSS AND G DESIGN	JAPAN	70004263698041699
GOSS AND G DESIGN	LEBANON	70000072705070197
GOSS AND G DESIGN	NEW ZEALAND	70000278343010297
GOSS AND G DESIGN	PERU	70000040767102997
GOSS AND G DESIGN	SOUTH KOREA	380000432732120998
GOSS AND G DESIGN	SWITZERLAND	70000446925121197
GOSS AND G DESIGN	TURKEY	186670
GOSS GRAPHIC SYSTEMS AND G DESIGN	ARGENTINA	70001690591092898
GOSS GRAPHIC SYSTEMS AND G DESIGN	CHILE	70000529506121098
GOSS GRAPHIC SYSTEMS AND G DESIGN	CHINA	70001259481032899
GOSS GRAPHIC SYSTEMS AND G DESIGN	CTM	70000563569060799
GOSS GRAPHIC SYSTEMS AND G DESIGN	ISRAEL	70000113154090698
GOSS GRAPHIC SYSTEMS AND G DESIGN	JAPAN	70000109335041699
GOSS GRAPHIC SYSTEMS AND G DESIGN	LEBANON	70000072706070197
GOSS GRAPHIC SYSTEMS AND G DESIGN	NEW ZEALAND	70000278344010297
TRADEMARK	COUNTRY	REGISTRATION NO.

TRADEMARK	COUNTRY	REGISTRATION NO.
GOSS GRAPHIC SYSTEMS AND G DESIGN	PERU	70000040768102997
GOSS GRAPHIC SYSTEMS AND G DESIGN	SOUTH KOREA	380000432733120998
GOSS GRAPHIC SYSTEMS AND G DESIGN	SWITZERLAND	70000446924121197
GOSS GRAPHIC SYSTEMS AND G DESIGN	TURKEY	186282/97/9358
GOSS G18	NEW ZEALAND	284230
GOSS G18	THAILAND	7000TM88204030899
GOSS 25	NEW ZEALAND	284231
GOSS G25	THAILAND	7000TM88205030899
GOSS HEADLINER	SOUTH AFRICA	0700072/0357011092
GOSS HT60	FRANCE	070001699223101591
GOSS HT60	GREAT BRITAIN	070001479743022693
GOSS HT60	INT.TM	070000583914051992
GOSS HT60	JAPAN	000002703280013195
GOSS HT60	SWEDEN	000000243399120492
GOSS HT70	FRANCE	070001699224101591
GOSS HT70	GREAT BRITAIN	070001479742101591
GOSS HT70	INT.TM	070000583915032092
GOSS HT70	JAPAN	000002703281013195
GOSS HT70	SWEDEN	000000243400120492
GOSS PARTS & DESIGN	UNITED STATES	070001232519032983
GOSS UNIVERSAL	CHILE	070000530433122298
GOSS UNIVERSAL	FRANCE	070001713607122091
GOSS UNIVERSAL	GREAT BRITAIN	070001479997101891
GOSS UNIVERSAL	INT.TM	070000587289080392
GOSS UNIVERSAL	NORWAY	7000192.236082098
GOSS UNIVERSAL	PERU	070000053932012999
TRADEMARK	COUNTRY	REGISTRATION NO.
GOSS UNIVERSAL (STYLIZED)	GREAT BRITAIN	070001480126101891
GOSS URBANITE	UNITED STATES	070000759176102963
G18	CHILE	70000516082070798
G18	MEXICO	70000571270022798
G18	SINGAPORE	7T97/136511050997
G18	SOUTH KOREA	380000431809120198
G18	UNITED STATES	70002185637090198
G25	ARGENTINA	70001712413122398
G25	CHILE	70000516083070798
G25	MEXICO	70000586337083198
G25	SOUTH KOREA	380000431811120198
G25	UNITED STATES	70002185639090198
G25W	UNITED STATES	70002185638090198
H DESIGN	UNITED STATES	070001456168090887
HANTSCHO	UNITED STATES	070000889342041470
HEADLINER	ARGENTINA	070001471967093093
HEADLINER	AUSTRALIA	07000A255035011774

TRADEMARK	COUNTRY	REGISTRATION NO.
HEADLINER	BENELUX	070000308214011072
HEADLINER	CANADA	070000190003040673
HEADLINER	CHILE	070000397148112592
HEADLINER	DENMARK	07000VR03878091297
HEADLINER	FRANCE	070001700802102291
HEADLINER	GREAT BRITAIN	070000702500110751
HEADLINER	ISRAEL	070000034867091173
HEADLINER	ITALY	070000520166021588
HEADLINER	JAPAN	10004211564111398
HEADLINER	LEBANON	070000049891011587
HEADLINER	NEW ZEALAND	070000B99370011093
HEADLINER	SPAIN	070000663234071976
TRADEMARK	COUNTRY	REGISTRATION NO.
HEADLINER	SWITZERLAND	070000395258120991
HEADLINER	TURKEY	070000132176020992
HEADLINER	UNITED STATES	070000941941082972
HEADLINER	VENEZUELA	0700071908-F011173
HEADLINER MARK	ARGENTINA	070001471968093093
HEADLINER MARK	AUSTRALIA	07000A255037031474
HEADLINER MARK	BENELUX	070000308181011072
HEADLINER MARK	CANADA	070000208601080175
HEADLINER MARK	CHILE	070000397149112592
HEADLINER MARK	DENMARK	070001136/74042674
HEADLINER MARK	FRANCE	070001700803102291
HEADLINER MARK	GREAT BRITAIN	070000986831020272
HEADLINER MARK	ISRAEL	070000034945100873
HEADLINER MARK	ITALY	070000341403021885
HEADLINER MARK	LEBANON	070000049890011587
HEADLINER MARK	NEW ZEALAND	070000B99371111474
HEADLINER MARK	SPAIN	070000663235071976
HEADLINER MARK	SWITZERLAND	070000395259120991
HEADLINER MARK	TURKEY	070000132190020992
HEADLINER MARK	VENEZUELA	2100071909-F080587
HEADLINER OFFSET	ITALY	07000RM97107030689
HEADLINER OFFSET	JAPAN	090001958773052987
HEADLINER OFFSET	UNITED STATES	070001326574032685
HT60	FRANCE	070001699221101591
HT60	INT.TM	070000583912032092
HT70	FRANCE	070001699222101591
HT70	INT.TM	070000583913032092
MAGNUM	DENMARK	70009803846112398
MAGNUM	FRANCE	70000701442041098
MAGNUM	GERMANY	070003975057030498
TRADEMARK	COUNTRY	REGISTRATION NO.
MAGNUM	GREAT BRITAIN	70002148620101698
MAGNUM	ICELAND	70000167/98012898
MAGNUM	NORWAY	70000191098062598
MAGNUM	UNITED STATES	70002231430031699
METRO-OFFSET	ARGENTINA	070001463665083193

TRADEMARK	COUNTRY	REGISTRATION NO.
METRO-OFFSET	AUSTRALIA	07000A253257031273
METRO-OFFSET	BENELUX	070000306920113071
METRO-OFFSET	BRAZIL	070000231618101381
METRO-OFFSET	CHILE	070000389560072892
METRO-OFFSET	DENMARK	070001354/73051173
METRO-OFFSET	FRANCE	070001691418090591
METRO-OFFSET	GERMANY	070000919410061174
METRO-OFFSET	GREAT BRITAIN	070000985527010672
METRO-OFFSET	ISRAEL	070000034424100873
METRO-OFFSET	ITALY	070000614119123093
METRO-OFFSET	JAPAN	70004255870032699
METRO-OFFSET	LEBANON	070000049743120886
METRO-OFFSET	MEXICO	070000426788012792
METRO-OFFSET	NEW ZEALAND	070000098622010974
METRO-OFFSET	PERU	070000024420091194
METRO-OFFSET	SOUTH AFRICA	0700071/4858020273
METRO-OFFSET	SWEDEN	070000141478121572
METRO-OFFSET	SWITZERLAND	070000392367082291
METRO-OFFSET	TURKEY	070000130846112491
METRO-OFFSET	UNITED STATES	070000895476072870
METRO-OFFSET	VENEZUELA	2300071939-F011273
METRO-OFFSET DESIGN	CANADA	070000187922011973
METROLINER	ARGENTINA	070001415928012993
METROLINER	AUSTRALIA	07000A347644061683
TRADEMARK	COUNTRY	REGISTRATION NO.
METROLINER	AUSTRIA	070000095472103080
METROLINER	BENELUX	070000367921061980
METROLINER	BRAZIL	070000210409120782
METROLINER	BULGARIA	070000012711062480
METROLINER	CHILE	070000371910072491
METROLINER	COLOMBIA	070000103593091683
METROLINER	COSTA RICA	070000058705042981
METROLINER	CZECH REPUBLIC	070000164726062580
METROLINER	DENMARK	070003027/81102381
METROLINER	DOMINICAN REPUBLIC	220000031053100980
METROLINER	EAST GERMANY	070000643291120580
METROLINER	EGYPT	070000057648012686
METROLINER	FINLAND	070000082211070582
METROLINER	FRANCE	070001595818060690
METROLINER	GERMANY	070001015271031181
METROLINER	GREAT BRITAIN	070001135729062180
METROLINER	GREECE	070000072349070882
METROLINER	GUATEMALA	070000042624010882
METROLINER	HONG KONG	070001694/81091281
METROLINER	INDIA	070000363257063083
METROLINER	IRELAND	070000097235060783
METROLINER	ITALY	070000401706021286
METROLINER	JAPAN	090001532472082782

TRADEMARK	COUNTRY	REGISTRATION NO.
METROLINER	LEBANON	070000039169071280
METROLINER	NORWAY	070000110245122381
METROLINER	PERU	070000034552111280
METROLINER	SINGAPORE	070002770/80062680
METROLINER	SOUTH AFRICA	0700080/4035031282
METROLINER	SOUTH KOREA	380000075768021381
METROLINER	SPAIN	070002050878032097
METROLINER	SWEDEN	070000174293110780
METROLINER	SWITZERLAND	070000307777030681
METROLINER	TURKEY	070000119131070790
METROLINER	UNITED STATES	070001135512052080
METROLINER	URUGUAY	070000263567122993
METROLINER	VENEZUELA	230000105058111783
METROLINER ICL	MEXICO	070000535667103196
MGD	ARGENTINA	070001580283102595
MGD	BENELUX	070000308386012772
MGD	FRANCE	070001691419090591
MGD	GREAT BRITAIN	070001000266101972
MGD	ISRAEL	070000034425040675
MGD	ITALY	070000614306123093
MGD	NEW ZEALAND	070000098617111477
MGD	SOUTH AFRICA	0700071/4863120172
MGD	TURKEY	070000131541112491
MGD	UNITED STATES	70002238118041399
MIEHLE	AUSTRIA	070000070200101871
MIEHLE	BENELUX	070000302544042871
MIEHLE	CANADA	070000189630033073
MIEHLE	FRANCE	070001640034012291
MIEHLE	GERMANY	070000833806101966
MIEHLE	NORWAY	060000088494062193
MIEHLE	SWITZERLAND	070000389298042391
MIEHLE	UNITED STATES	070000845382030568
MPCS	UNITED STATES	090001469623122287
NEWSLINER	AUSTRALIA	070000758421111698
NEWSLINER	CHINA	1299423/9800029610
NEWSLINER	CHILE	070000528264112498
NEWSLINER	CTM	070000010686073098
TRADEMARK	COUNTRY	REGISTRATION NO.
NEWSLINER	COSTA RICA	070000110610121198
NEWSLINER	CROATIA	070002980381102198
NEWSLINER	CZECH REPUBLIC	070000217433042399
NEWSLINER	DOMINICAN REPUBLIC	220000097184061598
NEWSLINER	HONG KONG	070000006431052599
NEWSLINER	ISRAEL	120648
NEWSLINER	JAPAN	070004275551052199
NEWSLINER	MEXICO	070000576481051598
NEWSLINER	NEW ZEALAND	070000290246032598
NEWSLINER	PERU	070000041748121097

TRADEMARK	COUNTRY	REGISTRATION NO.
NEWSLINER	SOUTH KOREA	070000444852032399
NEWSLINER	SWITZERLAND	070000454781092598
NEWSLINER	TAIWAN	851310/87014052
NEWSLINER	UNITED STATES	070002091562082697U
PCS	BENELUX	090000308672030872
PCS	CANADA	090000188234020273
PCS	FRANCE	090001195753020692
PCS	UNITED STATES	090000907521020971
SIGNATURE	BENELUX	070000306918113071
SIGNATURE	BRAZIL	070006147011102575
SIGNATURE	CHILE	070000389478072792
SIGNATURE	DENMARK	070001752/72052672
SIGNATURE	FRANCE	070001691417090591
SIGNATURE	GREAT BRITAIN	07000B985528010672
SIGNATURE	ISRAEL	070000034427031573
SIGNATURE	ITALY	070000614117123093
SIGNATURE	LEBANON	070000049746121671
SIGNATURE	NEW ZEALAND	070000B98619102671
SIGNATURE	SOUTH AFRICA	0700071/4860102671
SIGNATURE	SPAIN	070000657544061876
SIGNATURE	SWEDEN	070000138519030372
TRADEMARK	COUNTRY	REGISTRATION NO.
SIGNATURE	SWITZERLAND	070000392370082291
SIGNATURE	TURKEY	070000130763112491
SIGNATURE	VENEZUELA	2300071527-F121272
SIGNATURE DESIGN	CANADA	070000186016101372
SUBURBAN	AUSTRALIA	07000A253259031973
SUBURBAN	BENELUX	070000306919113071
SUBURBAN	BRAZIL	7.100006146988102595
SUBURBAN	CANADA	070000185664092272
SUBURBAN	CHILE	070000389479072792
SUBURBAN	COLOMBIA	070000143367092793
SUBURBAN	DENMARK	070001751/72052672
SUBURBAN	FRANCE	070001691416090591
SUBURBAN	GERMANY	070000897321111871
SUBURBAN	GREAT BRITAIN	070000985529010672
SUBURBAN	ISRAEL	070000034428031573
SUBURBAN	ITALY	070000614118123093
SUBURBAN	LEBANON	070000049745120886
SUBURBAN	NEW ZEALAND	070000098620111372
SUBURBAN	SOUTH AFRICA	0700071/4861110172
SUBURBAN	SPAIN	070000657545061876
SUBURBAN	SWEDEN	070000138445022572
SUBURBAN	SWITZERLAND	070000392369082291
SUBURBAN	TURKEY	070000130714112491
SUBURBAN	UNITED STATES	070000895967080470
SUBURBAN	VENEZUELA	2300071526-F121272
SUPER GAZETTE	FRANCE	070001339662012286
TENSITROL	UNITED STATES	90001183538122981

TRADEMARK	COUNTRY	REGISTRATION NO.
TRIBUNE	GREAT BRITAIN	070000938200123168
TRIBUNE	INT.TM	07000R357322051689
UNIVERSAL	AUSTRALIA	07000A283336101376
UNIVERSAL	BOLIVIA	c-73744
UNIVERSAL	BULGARIA	70000034074101598
UNIVERSAL	CHINA	70001271726050799
UNIVERSAL	CROATIA	7000Z971643062698
UNIVERSAL	ECUADOR	70000472-99051299
UNIVERSAL	FRANCE	070001713605122091
UNIVERSAL	HONG KONG	B9886/1999/97 15324
UNIVERSAL	HUNGARY	70000154491100998
UNIVERSAL	INDIA	07000278765B030793
UNIVERSAL	INT.TM	070000587288061892
UNIVERSAL	JAPAN	070002722216062097
UNIVERSAL	NEW ZEALAND	70000283832050997
UNIVERSAL	SOUTH KOREA	380000431810120198
UNIVERSAL	SWEDEN	070000245500011593
UNIVERSAL	TAIWAN	70000833049010199
UNIVERSAL	UNITED STATES	70002206644120198
UNIVERSAL	VENEZUELA	0700080919-F020976
UNIVERSAL	VIETNAM	70000030323032299
URBANITE	ARGENTINA	070001463667083193
URBANITE	AUSTRALIA	07000A253261031973
URBANITE	BENELUX	070000306921061572
URBANITE	BRAZIL	7.100006146996102595
URBANITE	CHILE	070000389559072892
URBANITE	CHINA	070000175341041583
URBANITE	COLOMBIA	070000079182022693
URBANITE	COSTA RICA	70000110824121498
URBANITE	DENMARK	070001755/72052672
URBANITE	DOMINICAN REPUBLIC	220000100914071598
URBANITE	FRANCE	070001691415090591
URBANITE	GERMANY	070000895339071372
URBANITE	GREAT BRITAIN	070000985530010672
URBANITE	HONG KONG	70000006434052599
URBANITE	ISRAEL	070000034423031573
URBANITE	ITALY	070000614116123093
URBANITE	JAPAN	070003013206122294
URBANITE	LEBANON	070000049747120886
URBANITE	MEXICO	070000170146013172
URBANITE	NEW ZEALAND	070000098618111372
URBANITE	PERU	070000011297112592
URBANITE	SOUTH AFRICA	0700071/4859100272
URBANITE	SOUTH KOREA	380000266809062293
URBANITE	SPAIN	070000657543061876
URBANITE	SWEDEN	070000138446022572
URBANITE	SWITZERLAND	070000392368082291
URBANITE	TAIWAN	853399/87017500

TRADEMARK	COUNTRY	REGISTRATION NO.
URBANITE	TURKEY	070000130796112491
URBANITE	VENEZUELA	2300071575-F121372
URBANITE (STYLIZED)	UNITED STATES	070000879456102869
URBANITE DESIGN	CANADA	070000186017101372
VISA	FRANCE	070001236038033183

ROCKWELL SYSTEMES GRAPHIQUES NANTES
TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION NO.
France	Goss Universal	1713607
France	Universal	1713605
France	Goss HT 70	1699224
France	Goss HT 60	1699223
France	HT 70	199222
France	HT 60	1699221
France	Gazette	1498548
France	Visa	1236038
International	Goss Universal	587289
International	Universal	587288
International	Goss HT 70	583915
International	Goss HT 60	583914
International	HT 70	583913
International	HT 60	583912
U.K.	Club	1113741