

03-27-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇨⇨⇨ ▼

RECORD TRA

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DEPARTMENT OF COMMERCE Patent and Trademark Office (25605-174) ▼

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

<p>1. Name of conveying party(ies): <u>3-22-02</u> Donnelley Marketing, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Delaware) <input type="checkbox"/> 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) Name: <u>Bank of America, N.A.</u> Internal Address: _____ Street Address: <u>231 South LaSalle Street</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60697</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Grant of Security Interest</u></p> <p>Execution Date: <u>March 6, 2002</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2,098,420; 1,522,851; 1,806,825;</u> <u>and 243,081</u></p> <p style="text-align: right;">Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Patrick D. Richards</u> Internal Address: <u>McDermott, Will & Emery</u> _____ _____ Street Address: <u>227 West Monroe Street</u> _____ City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u></p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>115.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>13-0206</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Patrick D. Richards Patrick D. Richards 3/21/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

03/26/2002 TDIAZI 00000179 130206 2098420

01 FC:481 40.00 CH
02 FC:482 75.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002469 FRAME: 0975

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Donnelley Marketing, Inc., a Delaware corporation (the "Grantor") with principal offices at 5711 South 86th Circle, Omaha, Nebraska 68127-0347, hereby grants to Bank of America, N.A., as Collateral Agent, with principal offices at 231 South LaSalle Street, Chicago, Illinois 60697 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same and all damages awarded therefrom.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 6, 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 6th day of March, 2002

Donnelley Marketing, Inc., Grantor

By _____

Name: Stormy L. Dean

Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By David A. Johanson

Name: David A. Johanson

Title: Vice President

STATE OF ILLINOIS)
)ss:
COUNTY OF COOK)

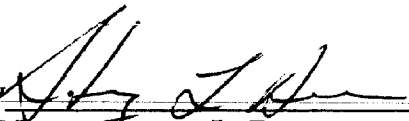
On this 12th day of March, 2002, before me personally came _____
David A. Johanson who, being by me duly sworn, did state as follows: that he is
vice president of Bank of America, N.A., that he is authorized to execute the foregoing
Grant on behalf of said corporation and that he did so by authority of the Board of Directors of
said corporation.

Maria Paggao
Notary Public



IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 6th day of March, 2002

Donnelley Marketing, Inc., Grantor

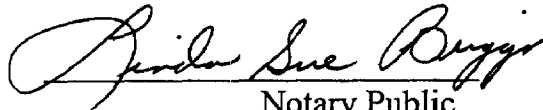
By 
Name: Stormy L. Dean
Title: Chief Financial Officer

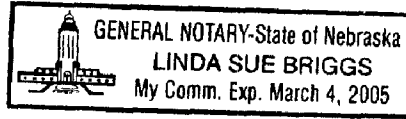
BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By _____
Name:
Title:

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 11 day of March, 2002, before me personally came Stormy L. Dean, who
being duly sworn, did depose and say that he is the Chief Financial Officer of Donnelley
Marketing, Inc., a Delaware corporation, that he is authorized to execute the foregoing Grant on
behalf of said corporation and that he did so by authority of the Board of Directors of the
corporation.


Notary Public



SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
DATABASE LINK	2098420	09/16/97
DONNELLEY DIRECT	1522851	01/31/89
PRESORT NAMEBANK	1806825	11/23/93
MOTOR REGISTRATION NEWS (Stylized)	243081	06/12/28

Patent Name

Patent No.

Issue Date

Database Link System

5,845,276

12/01/98