



09-09-2003

DT

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Docket No. 51270-22

Tab settings ⇨ ⇨ ⇨ ▼ 102545052 ▼ ▼ ▼

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

1. Name of conveying party(ies): 9-4-03

Seven Worldwide, Inc.

Individual(s) Association

General Partnership Limited Partnership

Corporation-State of Delaware

Other _____

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

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal Address: _____

Street Address: One Boston Place, 18th Floor

City: Boston State: MA Zip: 02108

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State of California

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: August 4, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,697,126	2,051,830	1,486,531
1,293,417	1,459,718	1,290,490
1,213,521	1,286,626	1,458,844

Additional number(s) attached Yes No

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

Deborah L. Fine
Morrison & Foerster LLP
1290 Avenue of the Americas
New York, New York 10104

6. Total number of applications and registrations involved:..... 9

7. Total fee (37 CR 3.41) \$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-1952 (Referencing 51270-22)

(Attach duplicate copy of this page if paying by deposit account)

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.

Hsiao-Ting Cheng Hsiao-Ting Cheng September 4, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 31

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

09/06/2003 ECDUPER 0000095 031952 1697126
01 FC:8521 40.00 BA
02 FC:8522 200.00 BA

va-43220

TRADEMARK REEL: 002818 FRAME: 0747

TRADEMARK SECURITY AGREEMENT

by and among

THE GRANTORS NAMED HEREIN,

as Grantors

and

WELLS FARGO FOOTHILL, INC.,

as Agent for the Lenders

Dated as of August 4th, 2003

Table of Contents

<u>Section</u>	<u>Page</u>
PARTIES	1
PRELIMINARY STATEMENTS.....	1
1. <u>Grant of Security</u>	1
2. <u>Security for Obligations</u>	2
3. <u>The Grantors Remain Liable</u>	2
4. <u>Representations and Warranties</u>	2
5. <u>Further Assurances</u>	4
6. <u>Transfers and Other Liens</u>	6
7. <u>The Agent Appointed Attorney-in-Fact</u>	6
8. <u>The Agent May Perform</u>	7
9. <u>The Agent's Duties</u>	7
10. <u>Remedies</u>	7
11. <u>Indemnity and Expenses</u>	8
12. <u>Amendments, Waivers, Etc</u>	9
13. <u>Addresses for Notices</u>	9
14. <u>Continuing Security Interest; Assignments Under the Loan and Security Agreement</u>	9
15. <u>Release and Termination</u>	9
16. <u>Governing Law; Terms</u>	10
17. <u>Consent to Jurisdiction</u>	10
18. <u>Waiver of Jury Trial</u>	10
19. <u>Severability</u>	10
20. <u>Section Headings</u>	11

Schedule I - Trademarks, Registrations and Applications

Schedule II - Licenses

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated August 4th, 2003, made by the Persons listed on the signature page hereof under the caption "Grantors" (collectively, the "Grantors" and each a "Grantor"), to WELLS FARGO FOOTHILL, INC., as agent (the "Agent") for the lenders (the "Lenders") pursuant to the Loan and Security Agreement (as hereinafter defined).

PRELIMINARY STATEMENTS.

(1) Each of Applied Graphics Technologies, Inc., a Delaware corporation, Color Control, Inc., a Delaware corporation, Agile Enterprise, Inc., a Delaware corporation, Black Dot Graphics, Inc., an Illinois corporation, Orent GraphicArts, Inc., a Nebraska corporation, Typo-Graphics, Inc., a Florida corporation, Ambrosi & Associates, Inc., a Delaware corporation, ABD Group, Inc., an Illinois corporation, Meridian Retail, Inc., a Nebraska corporation, Proof Positive/Farrowlyne Associates, Inc., a Delaware corporation, Retail Profit Solutions, Inc., a Delaware corporation, and Seven Worldwide Inc., a Delaware corporation (each, a "Borrower" and, collectively, the "Borrowers"), have entered into a Loan and Security Agreement, dated as of August 4th, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the financial institutions party thereto (the "Lenders"), Silver Point Finance, LLC, as documentation agent, and the Agent.

(2) It is a condition precedent to the making of the initial Advance and Term Loans by the Lenders under the Loan and Security Agreement (or any other extension of credit provided for thereunder) that the Grantors shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make the initial Advance and Term Loans (or otherwise extend credit) under the Loan and Security Agreement, each Grantor hereby agrees with the Agent for its benefit and the ratable benefit of the Lenders as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns, pledges and grants to the Agent for its benefit and the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof (which the Grantors may amend from time to time, provided that notice and copies thereof are promptly provided to the Agent), and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without

limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"); and

(b) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan and Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses").

SECTION 2. Security for Obligations. The assignment, pledge and grant of a security interest in the Trademark Collateral by the Grantors pursuant to this Agreement secures the payment of all obligations of the Grantors now or hereafter existing under the Loan Documents, if any, whether for principal, interest, fees, expenses or otherwise (all such obligations being the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by the Grantors to the Lender Group under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Agent or any Lender or the Grantors.

SECTION 3. The Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) the Grantors shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights hereunder shall not release the Grantors from any of their duties or obligations under the contracts and agreements included in the Trademark Collateral and (c) neither the Agent nor the Lenders shall have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall the Agent nor any Lender be obligated to perform any of the obligations or duties of the Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants as to itself and its Trademark Collateral as follows:

(a) Such Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the trademark registrations and applications for registration set forth in Schedule I hereto as being the property of such Grantor free and clear of any Lien, except for the security interest created by this Agreement and Permitted Liens. No security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral, that has not been terminated or released, is on file in any recording office

in any jurisdiction in which Trademarks are used (including, without limitation, the U.S. Patent and Trademark Office), except such as may have been filed in favor of the Agent relating to this Agreement or any other Loan Document, and such Grantor has not consented to the filing of financing or continuation statements covering all or part of the Trademark Collateral under the Uniform Commercial Code or any other applicable procedure, regulation or law of any foreign jurisdiction in which Trademarks are used, or the filing of any other document or notice similar in effect (which has not been released or terminated) with the U.S. Trademark Office or any of its counterpart agencies in foreign jurisdictions in which Trademarks are used.

(b) Set forth in Schedule I opposite the name of such Grantor is a complete and accurate list of the material trademark registrations and applications for registration owned by such Grantor. Such Grantor has made all necessary filings and recordations to protect and maintain its interest in the trademark registrations and applications for registration set forth in Schedule I, including, without limitation, all necessary filings and recordings in the U.S. Patent and Trademark Office and all of its counterpart agencies in foreign jurisdictions in which Trademarks are used. Set forth in Schedule II opposite the name of such Grantor is a complete and accurate list of the material Licenses owned by such Grantor in which such Grantor is (i) a licensor or (ii) a licensee.

(c) Each trademark registration and application for registration of such Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid, registrable and enforceable. Each License of such Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid and enforceable. Such Grantor has notified the Agent in writing of all uses of any item of Trademark Collateral of which such Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized use by third parties which were not supported by the goodwill of the business connected with such Trademark Collateral, other than any such uses that would not cause or result in a Material Adverse Change.

(d) Such Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral that has not been terminated or released. Such Grantor has not granted any license (other than those listed on Schedule II hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral so as to cause or result in a Material Adverse Change.

(e) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party, as applicable, is required either (A) for the grant by such Grantor of the assignment and security interest granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, (B) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment or security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and any other applicable procedure, regulation or law of any foreign jurisdictions in which Trademarks are used, and the filing with the U.S. Patent and Trademark

Office and any of its counterpart agencies foreign jurisdictions in which Trademarks are used of any other document or notice of similar effect, which financing statements, filings and other documents have been duly filed, or (C) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement.

(f) Except for the licenses listed on Schedule II hereto, such Grantor has no knowledge of the existence of any right or any claim that is likely to be made under any item of Trademark Collateral contained on Schedule I.

(g) No claim has been made and is continuing or threatened that the use by such Grantor of any item of Trademark Collateral is invalid or unenforceable or that the use by such Grantor of any Trademark Collateral does or may violate the rights of any Person, other than any such claim which would not cause or result in a Material Adverse Change. To the best of such Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Trademark Collateral contained on Schedule I.

(h) Such Grantor uses consistent standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken commercially reasonable steps necessary to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality.

(i) Such Grantor has no knowledge of the existence of any Trademark or license agreement held or claimed by any other Person that would preclude such Grantor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the Trademark Collateral (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person, as set forth in Schedule II), or that would interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any claim that would preclude or interfere with the business of such Grantor as currently carried on under any of the Trademark Collateral, other than in the case of any of the foregoing any such trademark, license agreement or claim that would not cause or result in a Material Adverse Change.

SECTION 5. Further Assurances. (a) The Grantors shall from time to time, at their expense, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Agent may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, the Grantors will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as Agent, in its Permitted Discretion, deems necessary or desirable, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto (including, without limitation, by recording this Agreement with the U.S. Patent and Trademark Office and its counterpart agencies in all foreign jurisdictions in which Trademarks are used) relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Grantors will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership or any other interest in any trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, or application for trademark or service mark registration, or license, which is not now a part of the Trademark Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration or application for trademark or service mark registration, together with the goodwill of the business connected with the use of same and symbolized by same, or license, shall automatically become part of the Trademark Collateral, and (iii) with respect to any ownership or other interest in any trademark or service mark registration or license thereof, or application for trademark or service mark registration that such Grantor should obtain, it shall give prompt written notice thereof to the Agent in accordance with Section 13 hereof. Each Grantor authorizes the Agent to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Agent in effecting any such amendment) to include any trademark or service mark registration or application for trademark or service mark registration or License, which becomes part of the Trademark Collateral under this Section.

(e) With respect to each material trademark or service mark registration or application for trademark or service mark registration, and License thereof to which it is now or later becomes entitled, each Grantor agrees, subject to the last sentence of this subsection, to take all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office (and its counterpart agencies in foreign jurisdictions om which Trademarks are used) or in any court, to (i) maintain each such trademark or service mark registration, application for trademark or service mark registration, and License, and (ii) pursue each such application for trademark or service mark registration, now or hereafter included in the Trademark Collateral, including, without limitation, the filing of responses to office actions issued by the U.S. Patent and Trademark Office and its counterpart agencies in foreign jurisdictions in which Trademarks are used, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings in the United States and any foreign jurisdictions in which Trademarks are used. Any expenses incurred in connection with such activities shall be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any trademark or service mark, or abandon any right to file an application for registration thereof, or abandon any pending application for registration or registration of any trademark or service mark, unless a

Grantor shall have previously determined that such use or the pursuit or maintenance of such application or registration is no longer desirable in the conduct of such Grantor's business and that the loss thereof will not cause or result in a Material Adverse Change, in which case, such Grantor will give notice of any such abandonment to the Agent pursuant to the terms of Section 13 hereof.

(f) Each Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any item of the Trademark Collateral contained on Schedule I may be determined to have become abandoned or dedicated or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the U.S. Patent and Trademark Office or any of its counterpart agencies in foreign jurisdictions in which Trademarks are used, or in any court) regarding any item of the Trademark Collateral that would cause or result in a Material Adverse Change.

(g) In the event that any Grantor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and shall take such actions as such Grantor or the Agent reasonably deems appropriate under the circumstances to protect such Trademark Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless any such infringement or misappropriation would not cause or result in a Material Adverse Change. Any expense incurred in connection with such activities shall be borne by the Grantors.

(h) Each Grantor shall to the extent it deems reasonable in its best business judgment use proper statutory notice or other proper notice designation in connection with its use of each the trademarks and service marks contained in Schedule I in accordance with the applicable procedure, regulation or law of each applicable jurisdiction.

(i) Each Grantor shall take all steps which it or the Agent deems reasonably appropriate under the circumstances to preserve and protect its Trademark Collateral.

SECTION 6. Transfers and Other Liens. The Grantors shall not, (a) except for Permitted Dispositions, sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral, or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the pledge, assignment, and security interest created by this Agreement or Permitted Liens.

SECTION 7. The Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payments relating to any of the Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Agent shall lawfully do or cause to be done as attorney-in-fact for such Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement after reasonable notice to such Grantor to the extent practicable, and the expenses of the Agent incurred in connection therewith shall be payable by the Grantors under Section 11.

SECTION 9. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its possession if such Trademark Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing and if the Agent has taken or is taking remedial actions in respect of the Collateral that is Inventory or Accounts:

(a) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Trademark Collateral) and also may (i) require the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Agent and make them available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by such Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the

event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and the Grantors shall supply to the Agent or its designee the Grantors' know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and the Grantors' customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by applicable law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 11) in whole or in part by the Agent for the ratable benefit of the Lenders against, all or any part of the Secured Obligations in accordance with Section 2.4 of the Loan and Security Agreement. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Agent may exercise any and all rights and remedies of the Grantors under or otherwise in respect of the Trademark Collateral.

(d) All payments received by the Grantors under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement).

SECTION 11. Indemnity and Expenses. (a) Each Grantor agrees to indemnify the Agent-Related Persons, the Lender-Related Persons and the Participants (each, an "Indemnified Party") from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from an Indemnified Party's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) The Grantors will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any

of the rights of the Agent or the Lenders hereunder or (iv) the failure by the Grantors to perform or observe any of the provisions hereof.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent and, in the case of an amendment, by the Grantors and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Agent to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices. Any communications between the parties hereto or notices provided herein to be given shall be sent in accordance with the provisions of, and to the addresses set forth in, Section 12 of the Loan Agreement, and if to any Grantor that is not a party to the Loan Agreement, to the address set forth for the Administrative Borrower in the Loan Agreement. .

SECTION 14. Continuing Security Interest; Assignments Under the Loan and Security Agreement. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan and Security Agreement, (b) be binding upon the Grantors, their successors and assigns and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Agent and any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Loan and Security Agreement, to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Agent or such Lender herein or otherwise, in each case as provided in Section 14 of the Loan and Security Agreement.

SECTION 15. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory and grants of non-exclusive licenses, in each case, in the ordinary course of business), the Agent will, at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the release of such item of Trademark Collateral from the assignment and security interest granted hereby; provided, however, that (i) at the time of such request and such release and after giving effect thereto no Default shall have occurred and be continuing, (ii) the Grantors shall have delivered to the Agent, at least ten (10) Business Days prior to the date of the proposed release, a written request for release describing the item of the Trademark Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Agent and a certification by the Grantors to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with

Section 2.4 of the Loan and Security Agreement shall be paid to, or in accordance with the instructions of, the Agent at the closing.

(b) Upon the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan and Security Agreement, the pledge, assignment, and security interest granted hereby shall terminate and all rights to the Trademark Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof shall revert to the Grantors. Upon any such termination, the Agent will, at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 16. Governing Law; Terms. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401). Unless otherwise defined herein or in the Loan and Security Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

SECTION 17. Consent to Jurisdiction. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. GRANTORS AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 17.

SECTION 18. Waiver of Jury Trial. GRANTORS AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTORS AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 19. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and

any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

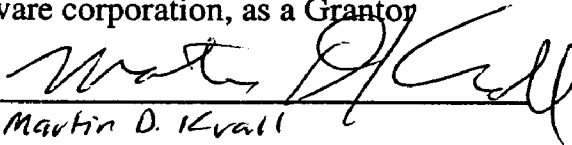
SECTION 20. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

[SIGNATURE PAGES TO FOLLOW]

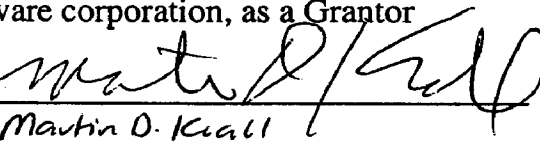
IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

GRANTORS:

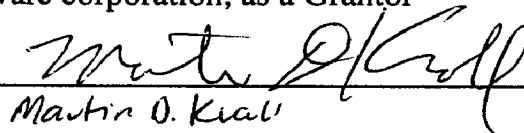
APPLIED GRAPHICS TECHNOLOGIES, INC.,
a Delaware corporation, as a Grantor

By: 
Name: *Martin D. Kvall*
Title: *EVP*

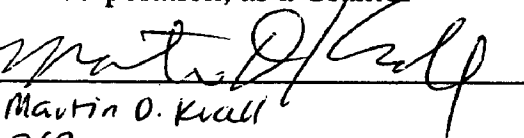
DEVON GROUP, INC.,
a Delaware corporation, as a Grantor

By: 
Name: *Martin D. Kvall*
Title: *EVP*

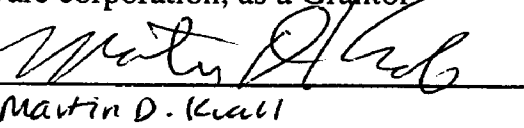
COLOR CONTROL, INC.,
a Delaware corporation, as a Grantor

By: 
Name: *Martin D. Kvall*
Title: *EVP*


AGILE ENTERPRISE, INC.,
a Delaware corporation, as a Grantor

By: 
Name: *Martin D. Kvall*
Title: *EVP*

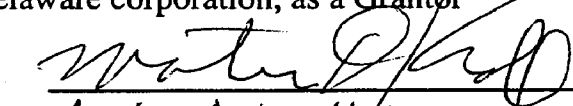
SEVEN WORLDWIDE, INC.,
a Delaware corporation, as a Grantor

By: 
Name: *Martin D. Kvall*
Title: *EVP*

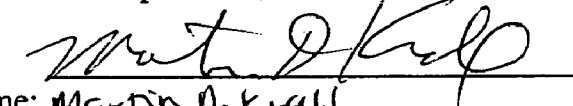
WUSARE, INC.,
an Illinois corporation, as a Grantor

By: 
Name: Martin D. Krall
Title: EVP

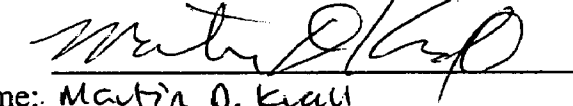
R.E. GRAPHICS, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Martin D. Krall
Title: EVP


BLACK DOT GRAPHICS, INC.,
an Illinois corporation, as a Grantor

By: 
Name: Martin D. Krall
Title: EVP

ORENT GRAPHICARTS, INC.,
a Nebraska corporation, as a Grantor

By: 
Name: Martin D. Krall
Title: EVP

TYPO-GRAPHICS, INC.,
a Florida corporation, as a Grantor

By: 
Name: Martin D. Krall
Title: EVP

SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT

ny-485792

TRADEMARK
REEL: 002818 FRAME: 0762

AMBROSI & ASSOCIATES, INC.,
a Delaware corporation, as a Grantor

By: Martin D. Kral
Name: Martin D. Kral
Title: EVP

ABD GROUP, INC.,
an Illinois corporation, as a Grantor

By: Martin D. Kral
Name: Martin D. Kral
Title: EVP

MERIDIAN RETAIL, INC.,
a Nebraska corporation, as a Grantor

By: Martin D. Kral
Name: Martin D. Kral
Title: EVP

PROOF POSITIVE/FARROWLYNE ASSOCIATES,
INC., a Delaware corporation, as a Grantor

By: Martin D. Kral
Name: Martin D. Kral
Title: EVP

RETAIL PROFIT SOLUTIONS, INC.,
a Delaware corporation, as a Grantor

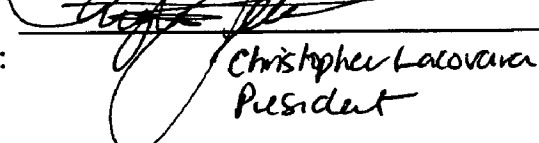
By: Martin D. Kral
Name: Martin D. Kral
Title: EVP

SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT

ny-485792

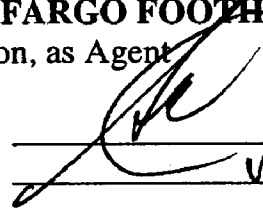
TRADEMARK
REEL: 002818 FRAME: 0763

KAGT ACQUISITION CORP.,
a Delaware corporation, as a Grantor

By: 
Name: Christopher Lalovara
Title: President

Agreed and consented to as of
the date first above written:

WELLS FARGO FOOTHILL, INC., a California
corporation, as Agent

By: 
Title: Vice President

SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT

ny-485792

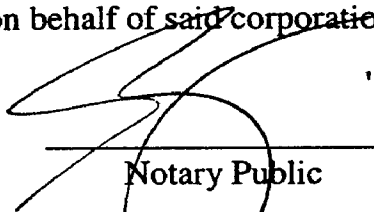
TRADEMARK
REEL: 002818 FRAME: 0764

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at

785 Fifth Ave., Apt. 6C, NY, NY 10022

and that he is the EVP of **APPLIED GRAPHICS TECHNOLOGIES, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of ~~said corporation~~ pursuant to said authority.


Notary Public

GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

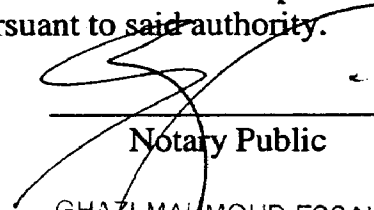
[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at

785 Fifth Ave., Apt. 6C, NY, NY 10022

and that he is the EVP of **DEVON GROUP, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to ~~said authority~~.

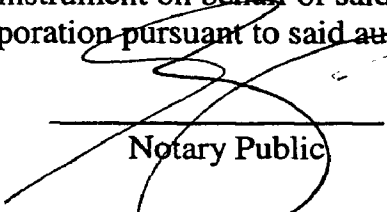

Notary Public

GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at 785 Fifth Ave., Apt. 6C, NY, NY 10022 and that he is the EVP of **COLOR CONTROL, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



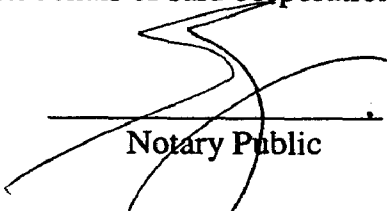
Notary Public

GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at 785 Fifth Ave., Apt. 6C, NY, NY 10022 and that he is the EVP of **AGILE ENTERPRISE, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



Notary Public

GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at

785 Fifth Ave., NY, NY 10022

_____ and that he is the EVP of **SEVEN WORLDWIDE, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



Notary Public

GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at

785 Fifth Ave, NY, NY 10022

_____ and that he is the EVP of **WUSARE, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



Notary Public

GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

[Notarial Seal]

NOTARY PAGE FOR TRADEMARK SECURITY AGREEMENT

ny-485792

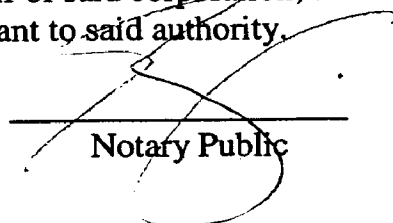
TRADEMARK
REEL: 002818 FRAME: 0767

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at

785 Fifth Ave., Apt. 6C, NY, NY 10022

and that he is the EVP of R.E. GRAPHICS, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



Notary Public

[Notarial Seal]

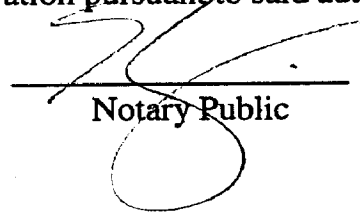
GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at

785 Fifth Ave., Apt. 6C, NY, NY 10022

and that he is the EVP of BLACK DOT GRAPHICS, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



Notary Public

[Notarial Seal]

GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at

785 Fifth Ave., Apt. 6C, NY, NY 10022

and that he is the EVP of
ORENT GRAPHICARTS, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at

785 Fifth Ave., Apt. 6C, NY, NY 10022

and that he is the EVP of
TYPO-GRAPHICS, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

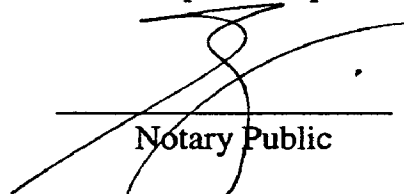
GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at 785 Fifth Ave., Apt. 6C, NY, NY 10022 and that he is the EVP of **AMBROSI & ASSOCIATES, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

[Notarial Seal]

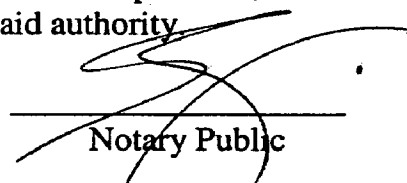


Notary Public
GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at 785 Fifth Ave., Apt. 6C, NY, NY 10022 and that he is the EVP of **ABD GROUP, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

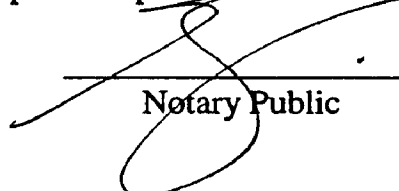
[Notarial Seal]



Notary Public
GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at 785 Fifth Ave., Apt. 6C, NY, NY 10022 and that he is the EVP of **MERIDIAN RETAIL, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

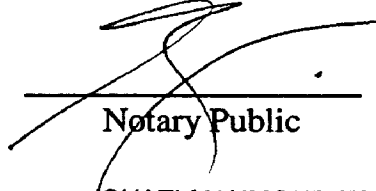

Notary Public

GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at 785 Fifth Ave., Apt. 6C, NY, NY 10022 and that he is the EVP of **PROOF POSITIVE/FARROWLYNE ASSOCIATES, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

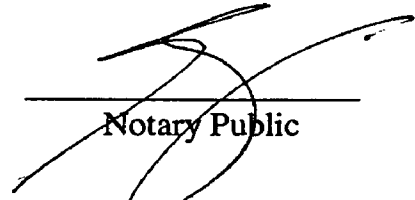
GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Martin D. Krall to me known, who, being by me duly sworn, did depose and say he resides at 785 Fifth Ave, Apt. 6C, NY, NY 10022 and that he is the EVP of **RETAIL PROFIT SOLUTIONS, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

[Notarial Seal]

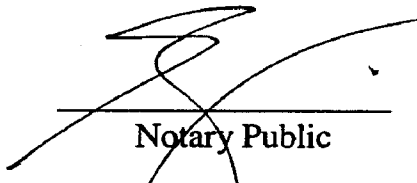


Notary Public
GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Christopher Lacovara to me known, who, being by me duly sworn, did depose and say he resides at 65 Central Park West, Penthouse F, NY, NY, 10023 and that he is the President of **KAGT ACQUISITION CORP.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.

[Notarial Seal]



Notary Public
GHAZI MAHMOUD ESSAID
Notary Public, State of New York
No. 01ES6095131
Qualified in New York County
Commission Expires July 7, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 4th day of August, 2003, before me personally came Stephen Carll to me known, who, being by me duly sworn, did depose and say he resides at
111 ATLANTIC AVENUE, BOSTON, MA 02110
and that he is the VICE PRESIDENT of
WELLS FARGO FOOTHILL, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

[Notarial Seal]

FLORENCEANN SOMMA
Notary Public, State of New York
No. 01SO6070541
Qualified in Kings County
Commission Expires March 4, 2006

NOTARY PAGE FOR TRADEMARK SECURITY AGREEMENT

ny-485792

TRADEMARK
REEL: 002818 FRAME: 0773

SCHEDULE I: TRADEMARKS, REGISTRATIONS AND APPLICATIONS**Registered Trademarks**

<u>Country</u>	<u>Owned by</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Applied Graphics Technologies, Inc.	AGT	1,827,884	3/22/94
United States	Applied Graphics Technologies, Inc.	AGT	1,872,766	3/22/94
United States	Applied Graphics Technologies, Inc.	Applied Graphics Technologies	1,683,249	4/14/92
United States	Applied Graphics Technologies, Inc.	Applied Graphics Technologies	1,726,437	10/20/92
United States	Applied Graphics Technologies, Inc.	Applied Graphics Technologies	1,677,069	2/25/92
United States	Applied Graphics Technologies, Inc.	Applied Printing Technologies	2,166,786	6/23/98
United States	Applied Graphics Technologies, Inc.	APT	2,141,833	3/10/98
United States	Applied Graphics Technologies, Inc.	APT(stylized)	2,280,229	9/28/99
United States	Applied Graphics Technologies, Inc.	APT Applied Printing Technologies	2,245,283	5/18/99
United States	Applied Graphics Technologies, Inc.	ArtOnCall	2,345,873	4/25/00
United States	Applied Graphics Technologies, Inc.	ArtOnCall and Design	2,251,359	6/08/99
United States	Applied Graphics Technologies, Inc.	Digital Link	1,929,057	10/24/95
United States	Applied Graphics Technologies, Inc.	Digital Originals	1,631,549	1/15/91
United States	Black Dot Graphics, Inc.	Black Dot Group	2,073,189	6/24/97
United States	Black Dot Graphics, Inc.	Black Dot (stylized)	2,090,478	8/26/97
United States	Seven Worldwide, Inc.	Wace USA	1,697,126	6/23/92
United States	Seven Worldwide, Inc.	The Imaging Network	2,051,830	4/15/97
United States	Techtron Graphic Arts, Inc. ¹	G.S. Imaging Services	1,486,531	4/26/88
United States	Beatrice Foods, Inc. ¹	GS (stylized)	1,293,417	9/4/84
United States	Techtron Graphic Arts, Inc. ¹	Hexagon design	1,459,718	9/29/87

United States	Beatrice Foods, Inc. ¹	Jahn & Ollier	1,290,490	8/14/84
United States	Beatrice Foods, Inc. ¹	Pleasing Colour	1,213,521	10/19/82
United States	Beatrice Foods, Inc. ¹	Techtron and design	1,286,626	7/17/84
United States	Techtron Graphic Arts, Inc. ¹	Techtron Imaging Network	1,458,844	9/22/87
United States	Meridian Incorporated ²	One True Voice	2,703,058	4/1/03
United States	Orent GraphicArts, Inc.	Digital Director	2,446,785	12/17/02
United States	Orent GraphicArts, Inc.	Digital director	2,663,557	4/24/01
Canada	Applied Graphics Technologies, Inc.	Digital Link	514538	8/16/99
European Community	Applied Graphics Technologies, Inc.	ArtOnCall and design	937268	2/21/00
France	Applied Graphics Technologies, Inc.	Digital Link	9560750	6/14/96
Germany	Applied Graphics Technologies, Inc.	Digital Link	39552402.4	8/14/96
Israel	Applied Graphics Technologies, Inc.	Digital Link	102,542	7/10/97
Mexico	Applied Graphics Technologies, Inc.	Digital Link	610,918	5/26/99
Norway	Applied Graphics Technologies, Inc.	Digital Link	198,822	8/19/99
Sweden	Applied Graphics Technologies, Inc.	Digital Link	320,873	1/17/97
Canada	Ahrens Interactive, Inc. ³	Digizine	505,258	12/8/98
Australia	Ahrens Interactive, Inc. ³	Digizine	677795	11/13/95
Chile	Ahrens Interactive, Inc. ³	Digizine	477166	11/17/97
European Community	Ahrens Interactive, Inc. ³	Digizine	5801	5/7/98
Hong Kong	Ahrens Interactive, Inc. ³	Digizine	14542/95	11/15/95
Japan	Ahrens Interactive, Inc. ³	Digizine	4150670	5/29/98
Mexico	Ahrens Interactive, Inc. ³	Digizine	512503	4/26/96

¹ In 1988, a subsidiary of Wace Group Plc (now known as Wace Group Limited) acquired the stock of Techtron Graphic Arts, Inc. Techtron was then merged into Wace (USA), Inc. (now known as Seven Worldwide, Inc.) Techtron had previously acquired certain assets from Beatrice Foods, including the marks listed. The registrations for these marks were never changed.

² Following the closing, this mark will be re-registered in the name of Meridian Retail, Inc.

³ Now known as Black Dot Graphics, Inc. The registration for these marks have not been changed.

Pending Trademark
Applications

<u>Country</u>	<u>Owned by</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
United States	Meridian Incorporated ¹	Digital Director (logo)	76/278,532	6/27/01
United States	Meridian Incorporated ¹	M Meridian (logo)	76/278,531	6/27/01
United States	Meridian Incorporated ¹	Meridian MAPP	76/266,748	5/28/01
United States	Meridian Incorporated ¹	Meridian Measuring Advertising for Profit Performance	76/266,262	5/29/01
United States	Meridian Incorporated ¹	Meridian Incorporated	76/195,284	1/10/01
United States	Meridian Incorporated ¹	Meridian Incorporated	76/195,282	1/10/01
United States	Meridian Incorporated ¹	Always Home	75/577,369	10/27/98
United States	Meridian Incorporated ¹	Alturas	78/143,063	7/11/02
United States	Meridian Incorporated ¹	Alturas Communications	78/743,078	7/11/02
United States	Meridian Incorporated ¹	La Vida Para Kmart	76/444,978	8/8/02
United States	Meridian Incorporated ¹	Kvida	76/444,979	8/8/02
United States	Meridian Incorporated ¹	Earth City	76/444,977	12/2/02
United States	Meridian Incorporated ¹	Earth City	76/477,968	8/8/02
Canada	Meridian Incorporated ¹	Alturas	1147153	7/17/02
Canada	Meridian Incorporated ¹	Alturas Communications	1147152	7/17/02
United States	Applied Graphics Technologies, Inc.	Hudson Yard	76/517,701	5/28/03

¹ Following the closing, these marks will be re-registered in the name of Meridian Retail, Inc.

SCHEDULE II: LICENSES

Agreement dated April 16, 1996 between Applied Graphics Technologies, Inc. ("AGT") and Applied Printing Technologies, L.P. ("APT") pursuant to which AGT granted to APT an exclusive license for use of the following marks: Applied Printing Technologies, APT, APT (stylized) and APT Applied Printing Technologies. The agreement expires on April 16, 2016.