

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Chase Manhattan Bank, N.A.		08/15/1995	National Banking Assoc.: NEW YORK
BT Commercial Corporation		07/03/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Color Graphics, Inc.		
<b>Street Address:</b>	100 Winners Circle		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37072		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1490533	COLOR-SAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(615)726-5419		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	615-726-5471		
<b>Email:</b>	akorpady@kingballow.com		
<b>Correspondent Name:</b>	Alan E. Korpady		
<b>Address Line 1:</b>	315 Union Street		
<b>Address Line 2:</b>	1100 Union Street Plaza		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37201		
<b>NAME OF SUBMITTER:</b>	Alan E. Korpady		
<b>Signature:</b>	/Alan E. Korpady/		
<b>Date:</b>	05/02/2005		

CH \$40.00 1490533

Total Attachments: 12

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ANNEX C

July 3, 2003

ACG Holdings, Inc.  
American Color Graphics, Inc.  
456 Main Street  
Ridgefield, Connecticut 06877

Re: Credit Agreement, dated as of August 15, 1995 and amended and restated as of May 8, 1998 (as so amended and restated and as the same has been further amended, modified and/or supplemented to the date hereof, the "Credit Agreement"), among ACG Holdings, Inc., American Color Graphics, Inc., the lenders from time to time party thereto, and Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company), as Administrative Agent (in such capacity, the "Administrative Agent").

Ladies and Gentlemen:

Reference is made to that certain letter agreement (the "Payoff Letter"), dated as of July 3, 2003, among Holdings, the Borrower, Deutsche Bank Trust Company Americas, as Administrative Agent, and BT Commercial Corporation, as Collateral Agent, which sets forth that \$36,088,978.16 is the amount (the "Total Payoff Amount") necessary, as of 1:00 P.M. (New York time) on July 3, 2003, to pay all Obligations owing as of such time under the Credit Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.

This letter serves as an acknowledgment that the Administrative Agent has today received from the Borrower (i) the Release Certificate referred to in the Payoff Letter, (ii) the Total Payoff Amount and (iii) the Back-Stop Letter of Credit.

Very truly yours,

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Administrative Agent

By: Marguerite Sutton  
Name: Marguerite Sutton  
Title: Vice President

COPIED AS EXECUTED  
TOGETHER WITH EXHIBITS  
G, H AND I COPIED AS  
SEPARATELY EXECUTED

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CREDIT AGREEMENT

among

SULLIVAN COMMUNICATIONS, INC.,

SULLIVAN GRAPHICS, INC.,

VARIOUS FINANCIAL INSTITUTIONS,

BT COMMERCIAL CORPORATION,  
as Agent,

and

BANKERS TRUST COMPANY,  
as Issuing Bank

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Dated as of August 15, 1995

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\$135,000,000

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Excess Cash Payment Period shall mean with respect to the repayment required on each Excess Cash Payment Date, the immediately preceding fiscal year of the Borrower.

Exchange Rate shall mean, when converting any amount denominated in a currency (the "First Currency") into another currency (the "Second Currency"), the rate determined in good faith by the Agent at the opening of business in New York, on the date as to which any determination thereof is to be made, as the spot rate at which such First Currency is offered for sale to the Agent against delivery of the Second Currency by the Agent. If for any reason the Exchange Rate for any currency cannot be calculated as provided above, the Agent shall calculate the Exchange Rate on such basis as it deems fair and equitable.

Exchange Senior Subordinated Notes shall mean Senior Subordinated Notes which are substantially identical securities to the Senior Subordinated Notes issued on or prior to the Closing Date, which Exchange Senior Subordinated Notes shall be issued pursuant to a registered exchange offer or private exchange offer for the Senior Subordinated Notes and pursuant to the Senior Subordinated Note Indenture. In no event will the issuance of any Exchange Senior Subordinated Notes increase the aggregate principal amount of Senior Subordinated Notes then outstanding or otherwise result in an increase in an interest rate applicable to the Senior Subordinated Notes.

Excluded Subsidiary shall mean NIS, but only so long as (i) NIS is a Subsidiary of the Borrower, and the direct and indirect equity interests in NIS held by Communications, the Borrower and their respective Subsidiaries does not exceed 51% of the aggregate equity interests in NIS and (ii) the aggregate amount of Investments made by Communications, the Borrower and their respective Subsidiaries in NIS after the Closing Date do not exceed \$500,000 (calculated without regard to any write-downs or write-offs thereof, but net of any dividends or other distributions received by the Borrower from NIS after the Closing Date and any repayments after the Closing Date of any loans or advances made by the Borrower to NIS).

Existing Credit Agreements shall mean, collectively, (i) the Credit Agreement, dated as of December 22, 1994, among Shakopee, various lending institutions and Bankers Trust Company, as Agent, as modified, supplemented and amended to and including the Closing Date and (ii) the Amended and Restated Credit Agreement, dated as of April 8, 1993, among the Borrower, various lending institutions and Chase Manhattan Bank, N.A., as Agent, as modified, supplemented and amended to and including the Closing Date.

Existing Indebtedness shall mean all Indebtedness of the Borrower and its Subsidiaries outstanding prior to, and to remain outstanding on and after, the Closing Date, and set forth on Schedule XI, without giving effect to extensions or renewals thereto, except as expressly provided therein.

going (including each such Certificate of Incorporation and By-Laws) shall be reasonably satisfactory to the Agent.

(ii) On the Closing Date, all corporate and legal proceedings and all instruments and agreements in connection with the transactions contemplated by this Credit Agreement and the other Transaction Documents shall be reasonably satisfactory in form and substance to the Agent, and the Agent shall have received all information and copies of all certificates, documents and papers, including good standing certificates and any other records of corporate proceedings and governmental approvals, if any, which the Agent reasonably may have requested in connection therewith, such documents and papers, where appropriate, to be certified by proper corporate or governmental authorities.

(e) Issuance of Senior Subordinated Notes. (i) On or prior to the Closing Date, the Borrower shall have received gross cash proceeds of \$185,000,000 from the issuance by the Borrower of its Senior Subordinated Notes.

(ii) On the Closing Date, the Borrower shall have utilized the net proceeds received by it from the issuance of the Senior Subordinated Notes to pay amounts owing in connection with the Refinancing.

(iii) On or prior to the Closing Date, each Lender shall have received copies of the Senior Subordinated Note Documents, which shall be in full force and effect and certified as true and correct by an authorized officer of the Borrower and all of the terms and conditions of the Senior Subordinated Notes and the Senior Subordinated Note Documents shall be in form and substance satisfactory to the Agent.

(f) Merger. (i) On or prior to the Closing Date, the Merger shall have been consummated in accordance with the Merger Documents and all applicable laws.

(ii) On or prior to the Closing Date, each Lender shall have received copies of the Merger Documents, including, without limitation, the Merger Agreement, which shall be in full force and effect and certified as true and correct by an authorized officer of the Borrower and all of the terms and conditions of the Merger and the Merger Documents shall be in form and substance reasonably satisfactory to the Agent.

(g) Existing Credit Agreements. (i) On the Closing Date and concurrently with the incurrence of any Loans, the commitments under the Existing Credit Agreements shall have been terminated, all loans thereunder shall have been repaid in full, together with interest thereon, all letters of credit issued thereunder shall have been terminated (except to the extent same remain outstanding and are

IN WITNESS WHEREOF, the parties hereto have caused this Credit Agreement to be executed and delivered by their proper and duly authorized officers as of the date set forth above.

SULLIVAN COMMUNICATIONS, INC.,  
a Delaware corporation

By Joseph N. Nolan  
Title:

SULLIVAN GRAPHICS, INC.,  
a New York corporation

By Joseph N. Nolan  
Title:

AGENT:

BT COMMERCIAL CORPORATION,  
As Agent

By [Signature]  
Title:

ISSUING BANK:

BANKERS TRUST COMPANY

By [Signature]  
Title:

LENDERS:

BT COMMERCIAL CORPORATION

By *Matthew Kelly*  
Title: *VP*



## FUNDS FLOW MEMORANDUM

This Funds Flow Memorandum sets forth the wire and intra-bank transfers that will be made on Tuesday, August 15, 1995 to consummate the Transactions referred to in the Offering Memorandum dated August 10, 1995, including:

(i) the sale of the Senior Subordinated Notes due 2005 (the "Senior Subordinated Notes") of Sullivan Graphics, Inc. ("Graphics") pursuant to the Placement Agreement dated as of August 10, 1995 among Graphics, Sullivan Communications, Inc. ("Communications") and Morgan Stanley & Co. Incorporated (the "Placement Agent"),

(ii) the satisfaction of the conditions precedent contained in Article 5 of the Credit Agreement dated as of August 15, 1995 (the "New Credit Agreement") among Communications, Graphics, the financial institutions listed on Schedule I thereto (the "New Lenders"), BT Commercial Corporation, as agent (the "New Agent"), and Bankers Trust Company, as issuing bank, and the borrowing by Graphics of an aggregate principal amount of \$85,566,532.75 thereunder (\$60,000,000 in term loans and \$25,566,532.75 in revolving loans),

(iii) the repayment of all outstanding principal, interest, fees and other amounts owing to the Existing Lenders and the Existing Agent (each as defined below) under the Amended and Restated Credit Agreement dated as of April 8, 1993 (as amended, the "Existing Credit Agreement") among Graphics, the banks and other financial institutions party thereto (the "Existing Lenders") and The Chase Manhattan Bank (National Association), as agent (the "Existing Agent"), and the termination of the Existing Credit Agreement and the release of the liens created in connection therewith,

(iv) the merger of Graphics with Shakopee Valley Printing Inc. ("Shakopee") and the assumption by Graphics of the indebtedness of Shakopee under the Shakopee Credit Agreement (as defined below),

(v) the repayment of all outstanding principal, interest, fees and other amounts owing to the Shakopee Lenders and the Shakopee Agent (each as defined below) under the Credit Agreement dated as of December 22, 1994 (the "Shakopee Credit Agreement") among Shakopee, the banks party thereto (the "Shakopee Lenders") and Bankers Trust Company, as agent (the "Shakopee Agent"), and the termination of the Shakopee Credit Agreement and the release of the liens created in connection therewith and

(vi) the deposit by Graphics of the redemption price for the redemption of the 15% Senior Subordinated Notes due 2000 of Graphics (the "Existing Subordinated Notes") including accrued interest to September 15, 1995, and the giving of notice to the registered holders of the Existing Subordinated Notes regarding the redemption thereof.

As used in this Flow of Funds Memorandum, the following terms shall have the following meanings:

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**"Graphics Bank Account" means:**

Bank: Bankers Trust Company  
ABA Number: 021001033  
Account Number: 00320506  
Contact: Gerry Cifarelli (Telephone: 212-250-6952;  
Fax: 212-669-0882)  
Dolores Pennino (Telephone: 212-250-6962;  
Fax: 212-250-6986)

**"Placement Agent's Account" means:**

Bank: Citibank, N.A.  
399 Park Avenue  
New York, NY 10043  
ABA Number: 021000089  
Account Number: 388-90774  
Contact: Rudy Cobian/Mary Oliver (Telephone: 212-703-2815)

**"New Agent's Account" means:**

Bank: Bankers Trust Company  
ABA Number: 021001033  
Account Number: 00124556  
Credit: BT Commercial Corporation New York  
Contact: Bharathi Baliga (Telephone: 212-618-2324;  
Fax: 212-618-2428)

**I. THE PLACEMENT AGREEMENT**

- A. A federal wire transfer in the amount of \$179,450,000, in immediately available funds, constituting the proceeds of the sale of the Senior Subordinated Notes (net of all fees payable to the Placement Agent in connection therewith), will be made from the Placement Agent's Account to the Graphics Bank Account by the Placement Agent.

[Closing Day Transfer Confirm: 917 or 2033]

- B. A federal wire transfer in the amount of \$29,596.79, in immediately available funds, constituting the cost of funds equivalent to one day's interest on the proceeds from the sale of the Senior Subordinated Notes (net of all fees payable in connection therewith) will be made from the Graphics Bank Account to the Placement Agent's Account.

[Closing Day Transfer Confirm: 2674]

**II. THE NEW CREDIT AGREEMENT**

An intra-bank transfer at Bankers Trust Company in the amount of \$81,966,532.75, in immediately available funds, constituting the proceeds of all borrowings made under the New Credit Agreement (net of all fees payable in connection therewith (including the \$3,600,000 in fees payable to the New Agent and the New Lenders on August 15, 1995), other than the fees set forth in Part VI hereof), will be made from the New Agent's Account to the Graphics Bank Account by the New Agent.

[Closing Day Transfer Confirm: BT]

### III. REPAYMENT OF EXISTING CREDIT AGREEMENT

- A. A federal wire transfer in the amount of \$128,759,617.24 in immediately available funds, constituting all outstanding principal, interest, fees (including fees for letters of credit which will remain outstanding after the Closing Date) and other amounts owing to the Existing Lenders and the Existing Agent under the Existing Credit Agreement, will be made from the Graphics Bank Account to:

Bank:	The Chase Manhattan Bank (National Association)
ABA Number:	021000021
Account Number:	900-9-000002
Credit:	New York Agency
Contact:	Teresa Rosu (Telephone: 718-242-7976)

[Closing Day Transfer Confirm: 2704]

- B. The following events will occur in connection with the termination of the Existing Credit Agreement:
1. Graphics, Communications, the Existing Lenders and the Existing Agent will enter into a Release and Termination Agreement, terminating the Existing Credit Agreement and providing for the release of the liens created in connection therewith.
  2. The Existing Agent and each of the Existing Lenders will (a) deliver UCC-3 Termination Statements and mortgage termination documents, (b) release all collateral pledged in connection with the Existing Credit Agreement and (c) deliver the Notes (as defined in the Existing Credit Agreement).

### IV. REPAYMENT OF SHAKOPEE INDEBTEDNESS

- A. An intra-bank transfer at Bankers Trust Company in the amount of \$24,686,571.35, in immediately available funds, constituting all outstanding principal, interest, fees and other amounts owing to the Shakopee Lenders and the Shakopee Agent under the Shakopee Credit Agreement, will be made from the Graphics Bank Account to:

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Bank: Bankers Trust Company  
 ABA Number: 021001033  
 Account Number: 99401268  
 Credit: Commercial Loan Division  
 Contact: James Morgan (Telephone: 212-250-7466)

[Closing Day Transfer Confirm: BT 20252]

- B. In connection with the termination of the Shakopee Credit Agreement, the Shakopee Agent and each of the Shakopee Lenders will (1) deliver UCC-3 Termination Statements and mortgage termination documents, (2) release all collateral pledged in connection with the Shakopee Credit Agreement and (3) deliver the Notes (as defined in the Shakopee Credit Agreement).

#### V. REPAYMENT OF EXISTING SUBORDINATED NOTES

A federal wire transfer in the amount of \$107,458,333.37, in immediately available funds, constituting the deposit of the redemption price (including principal, premium and accrued interest to September 15, 1995) for the redemption of the Existing Senior Subordinated Notes, will be made from the Graphics Bank Account to:

Bank: NationsBank, N.A.  
 Charlotte, NC  
 ABA Number: 053000196  
 Account Number: Credit Trust Wire Account No. 001544139  
 Reference: Sullivan Graphics  
 Contact: Eric Bentley (Telephone: 615-749-3807)

[Closing Day Transfer Confirm: 2702]

#### VI. PAYMENT OF FEES

##### A. Legal Fees

1. A federal wire transfer in the amount of \$310,000, in immediately available funds, constituting all fees payable to White & Case on August 15, 1995, will be made from the Graphics Bank Account to:

Bank: Bankers Trust Company  
 ABA Number: 021001033  
 Account Number: 40-548-863  
 Reference: 1143489-0001

[Closing Day Transfer Confirm: BT 20254]

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2. A federal wire transfer in the amount of \$14,765, in immediately available funds, constituting all fees payable to Milbank, Tweed, Hadley & McCloy on August 15, 1995, will be made from the Graphics Bank Account to:

Bank: The Chase Manhattan Bank, N.A.  
1 Chase Manhattan Plaza Branch  
New York, NY 10081  
Milbank, Tweed, Hadley & McCloy

ABA Number: 021000021  
Account Number: 910-1-073923  
Reference: Milbank, Tweed, Hadley & McCloy

[Closing Day Transfer Confirm: 2687]

3. Local Counsel Fees

<u>Name/ Wiring Instructions (if available)</u>	<u>Fee</u>
Obermayer, Rebmann, Maxwell & Hoppel (PA)	\$7,110.50
Davis, Hockenberg, Wine, Brown, Koehn & Schors, P.C. (IA)	\$2,030
Vinson & Elkins ( )	\$4,100
Osborn Maledon, P.A. (AZ)	\$6,800

Bank: Norwest Bank, Minnesota, N.A.  
Private Banking Division  
Phoenix, AZ  
ABA Number: 091000019  
Account Number: 0083901882  
Credit: Osborn Maledon, P.A.  
Contact: Telephone: 602-207-1288

[Closing Day Transfer Confirm: 2641]

Faegre & Benson (MN)	\$5,250
Sonnenschein, Nath & Rosenthal (IL)	\$2,650

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Stikeman, Elliott (Ontario, Canada) \$30,340

Bank: Citibank, N.A.  
Private Banking Division  
153 E. 53rd Street  
20th Floor  
New York, NY 10022  
ABA Number: 021000089  
Account Number: 37841735  
Credit: Stikeman, Elliott  
Money Market Account  
Contact: Cynthia Frame (Telephone: 212-559-3787)

[Closing Day Transfer Confirm: 2644]

B. Other Fees

1. A wire transfer in the amount of \$112,966, in immediately available funds, constituting all fees payable to Title Associates Inc., will be made from the Graphics Bank Account to:

Bank: Morgan Guaranty Trust Company  
of New York  
ABA Number: 021000238  
Account Number: 001-21-730  
Credit: Account of Title Associates Inc., Escrow  
Account No. 1  
Contact: Kimberly Pettit (Telephone: 212-758-0050)

[Closing Day Transfer Confirm: 2667]