# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark and Other IP Rights

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		08/14/2007	CORPORATION: DELAWARE
Orix Finance Corp., as Agent		08/14/2007	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Central Florida Press, LLC
Street Address:	4542 & 4560 L.B. McLeod Road
City:	Orlando
State/Country:	FLORIDA
Postal Code:	38211
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1596925	CENTRAL FLORIDA PRESS

#### **CORRESPONDENCE DATA**

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 058781
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/

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Date:	08/20/2007
Total Attachments: 7	
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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK AND OTHER IP RIGHTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK AND OTHER IP RIGHTS (the "Release") is made as of the 14<sup>th</sup> day of August, 2007, by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below), and ORIX FINANCE CORP., a Delaware corporation and Agent's successor in interest under the Credit Agreement and the IP Security Agreement (as such term is hereinafter defined), to and for the benefit of Matlet Group, LLC, a Delaware limited liability company ("Matlet"), Acme Printing Company, LLC, a Massachusetts limited liability company ("Acme"), Central Florida Press, LLC, a Florida limited liability company ("CFP"), Packaging Graphics, LLC, a Rhode Island limited liability company ("Nova"), and PG Real Estate Holdings, LLC, a Rhode Island limited liability company ("PGR") (Matlet, Acme, CFP, PG, PGR and Nova are sometimes collectively referred to herein as "Borrowers" and individually as a "Borrower")

#### WITNESSETH:

WHEREAS, pursuant to that Second Lien Credit Agreement dated as of December 1, 2005 between ORIX Finance Corp. ("Orix")(assignee of Agent with regard to the Credit Agreement) and the Borrowers (and Premedia Services of Detroit, LLC, a Michigan limited liability company ("Premedia")), as amended (the "Credit Agreement"; capitalized words not otherwise defined herein shall have the respective meanings ascribed to such words in the Credit Agreement), a security interest (the "Security Interest") was granted by the Borrowers (and Premedia) to Agent (and assigned to Orix) in certain collateral, including, without limitation, the Trademark Collateral (as such term is hereinafter defined); and

WHEREAS, pursuant to that certain Second Lien Patent, Trademark and Copyright Security Agreement dated as of December 1, 2005 between Borrowers (and Premedia) and Orix (assignee of the Agent with regard to the IP Security Agreement) (the "IP Security Agreement"), Borrowers (and Premedia) reaffirmed the above-referenced grant of the Security Interest by granting to Agent (and assigned to Orix) the Security Interest in the Patents and Patent Licenses listed in Schedule I of the IP Security Agreement, the Trademarks and Trademark Licenses listed in Schedule I of the IP Security Agreement, including, without limitation, the Trademark Collateral, and the Copyrights and Copyright Licenses listed in Schedule I to the IP Security Agreement (collectively, the "Intellectual Property Collateral"); and

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 6, 2006 at Reel 3221 and Frame 0824, and a First Amendment to the Credit Agreement or notification thereof was recorded in the Trademark Division of the United States Patent and Trademark Office on January 9, 2006 at Reel 3223 and Frame 0224; and

WHEREAS, in connection with and consideration of the payment in full of the Obligations, the Agent and Orix desire to terminate and release the entirety of their respective security interests in the Trademark Collateral and the other Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Agent and Orix hereby agree and acknowledge:

- 1. <u>Definition</u>. As used herein, the term "<u>Trademark Collateral</u>" means all of Agent's and Orix's right, title and interest of every kind and nature in and to the Trademarks and the Trademark Licenses, including, without limitation, the Trademark listed in Schedule A hereto.
- 2. Release of Security Interest. The Agent and Orix each hereby terminates, releases and discharges its Security Interest in the Trademark Collateral and the other Intellectual Property Collateral, and any right, title or interest of the Agent or Orix in and to such Trademark Collateral and other Intellectual Property Collateral shall hereby cease and be void, it being understood that Agent has heretofore assigned its Security Interest in the Trademark Collateral and the other Intellectual Property Collateral to Orix Finance Corp. but such assignment was not previously recorded, and accordingly Agent, to the extent of any interest that Agent has, but without recourse, representation or warranty of any kind, is executing this Release in Agent's capacity as holder of record of the Security Interest."
- 3. <u>Further Assurances</u>. The Agent and Orix each hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby. This Release may be signed in multiple counterparts, each of which shall be deemed an original agreement but all of which taken together shall constitute one and the same instrument.

[Signatures Appear on the Next Page]

IN WITNESS WHEREOF, each of the undersigned has executed this Release by its duly authorized signatory as of the date first written above.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Name: Joseph Tonney
Its Duly Authorized Signatory

ORIX FINANCE CORP., as Agent

Its Duly Authorized Signatory

IN WITNESS WHEREOF, each of the undersigned has executed this Release by its duly authorized signatory as of the date first written above.

> GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:\_ Name:

Its Duly Authorized Signatory

ORIX FINANCE CORP., as Agent

Name: David Tule
Its Duly Authorized Signatory

**REEL: 003604 FRAME: 0727** 

# **ACKNOWLEDGEMENT**

STATE/COMMONWEALTH OF Conficunty of Fairfield	recticut	
On this	person whose name is signed on the p	ence of identification, which was ernmental agency, personal receding or attached document
(Official Seal)	MARY E. PROCACCINI  NOTARY PUBLIC  MY COMMISSION EXPIRES APR. 30, 2010	Mary Tionas
	(type or print name) My commission expires:	Notary Public
STATE/COMMONWEALTH OFCOUNTY OF	ACKNOWLEDGEMENT	
On this day of August, 20, pro photographic identification with signat knowledge of the undersigned, to be the p and acknowledged to me that he signed it Finance Corp.	erson whose name is signed on the p	nce of identification, which was ernmental agency,  personal receding or attached document
(Official Seal)		
	(type or print name) My commission expires:	Notary Public

# **ACKNOWLEDGEMENT**

COUNTY OF		
appearedidentification, which was photogovernmental agency, personal signed on the preceding or attached	gust, 2007, before me, the undersig, proved to me througgraphic identification with signatur knowledge of the undersigned, to document, and acknowledged to make of General Electric C	igh satisfactory evidence of e issued by a federal or state be the person whose name is the that he signed it voluntarily
(Official Seal)		
	(type or print name) My commission expires:	Notary Public
STATE/COMMONWEALTH OF	ACKNOWLEDGEMENT	
STATE/COMMONWEALTH OF _COUNTY OF		
identification, which was photogovernmental agency, personal signed on the preceding or attached	pust, 2007, before me, the undersigned, proved to me through ographic identification with signature knowledge of the undersigned, to document, and acknowledged to me the control of ORIX Finance Cor	e issued by a federal or state be the person whose name is that he signed it voluntarily
(Official Seal)	Seasyn LBalk	Notary Public
SEASYN L. BALBOA Notary Public State of Texas My Comm. Expires 10-24-2010	(type or print name) My commission expires:	Notary Public 7-24-2010

## **SCHEDULE A**

# TRADEMARK COLLATERAL

Trade-Mark	Application No.	Registration No:	Status	
Central Florida Press	73-815286	1,596,925	Registered	

**TRADEMARK REEL: 003604 FRAME: 0730** 

**RECORDED: 08/20/2007**