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Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY



103566313

To the Director of the U. S. Patent and Trademark Office: Please record the attached doc.

<b>1. Name of conveying party(ies):</b> The Sheridan Group Holding Company  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Holding Company</u> Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No  Name: <u>BANK OF AMERICA, N.A.</u> Internal Address: _____  Street Address: <u>100 N. Tryon Street</u> City: <u>Charlotte</u> State: <u>North Carolina</u> Country: <u>us</u> Zip: <u>28255</u> <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input checked="" type="checkbox"/> Corporation      Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>6/16/09; 6/16/09; 6/16/09</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<b>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</b> A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2773433; 2804394; 2868376; 2894745</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Daniel P. Reilly, Esq.</u> Internal Address: <u>DRINKER BIDDLE &amp; REATH LLP</u>  Street Address: <u>One Logan Square</u> <u>18th and Cherry Streets</u> City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19103-6996</u> Phone Number: <u>(215) 988-1992</u> Fax Number: <u>215-988-2757</u> Email Address: _____		<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">4</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>160</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed  <b>B. Payment Information:</b> Deposit Account Number <u>07/06/2009 DBYRNE 00000025 500573 2773433</u> Authorized <u>01 EC:0521 48.00 DA</u> <u>02 FC:0522 75.00 DA</u>	
<b>9. Signature:</b> <u>Daniel P. Reilly</u> Signature Daniel P. Reilly Name of Person Signing		June 30, 2009 Date  Total number of pages including cover sheet, attachments, and document. <span style="border: 1px solid black; padding: 2px;">6</span>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Attorney Docket No. 008740-188246

# RECORDATION FORM COVER SHEET-TRADEMARKS ONLY

## Continuation of Item 1. Name of conveying party(ies)

### 1. Name of conveying party(ies):

The Sheridan Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State: Delaware
- Citizenship (see guidelines) \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

### 1. Name of conveying party(ies):

Sheridan Books, Inc.

- Individual(s)
- General Partnership
- Corporation-State: Delaware
- Citizenship (see guidelines) \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached  Yes  No

**EXECUTION VERSION****AMENDED IP SECURITY AGREEMENT**

This AMENDED IP SECURITY AGREEMENT, dated as of June 16, 2009 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America, N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), and supplements and amends the IP Security Agreement dated August 21, 2003 between the Grantors and Fleet National Bank, predecessor in interest to the Collateral Agent. Undefined capitalized terms used in this Agreement have the meanings assigned to them in that certain Security Agreement, dated as of August 21, 2003 (as amended, restated, supplemented or otherwise modified from time to time, including, but not limited to Amendment, Joinder and Confirmation of Security Agreement, dated as of May 25, 2004, collectively the "Security Agreement"), between the Grantors and Fleet National Bank.

WHEREAS, each Grantor has granted a security interest in and continuing Lien on the Collateral (including the Intellectual Property subject of this Agreement) to the Collateral Agent pursuant to the Security Agreement, and desires to enter into this Agreement for purposes of affirming such grant and to the Collateral Agent, and providing a short-form medium to facilitate the recording of such security interest in the applicable governmental offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**Section 1. Affirmation and Grant of Security.** Each Grantor hereby affirms its grant to the Collateral Agent for the benefit of the Secured Parties set forth in the Security Agreement of, and grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property (including the Patents and Trademarks listed on Schedule I attached hereto) to secure the Secured Obligations.

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

**Section 3. Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**Section 4. Miscellaneous.** Each Grantor agrees that neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in

or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**Section 5. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

The Sheridan Group Holding Company

By: Robert M. Jakobe  
Name: Robert M. Jakobe  
Title: President

The Sheridan Group, Inc.

By: Robert M. Jakobe  
Name: Robert M. Jakobe  
Title: Secretary

Sheridan Books, Inc.

By: Robert M. Jakobe  
Name: Robert M. Jakobe  
Title: Secretary

[Signature Page to Amended IP Security Agreement]

Schedule I**REGISTERED TRADEMARKS**

<b>Reg. No.</b>	<b>Country</b>	<b>Mark</b>	<b>Owner</b>	<b>Registration Date</b>
2773433	USA	The Sheridan Group	The Sheridan Group Holding Company	October 14, 2003
2804394	USA	Striving For Your Smile! (Stylized)	Sheridan Books, Inc.	January 13, 2004
2868376	USA	Digital Expert & design	The Sheridan Group Holding Company	August 3, 2004
2894745	USA	Fileworks	United Litho, Inc.	October 19, 2004