

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of Existing Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|-------------------------------|----------------|-----------------------|
| JPMorgan Chase Bank | FORMERLY Chase Manhattan Bank | 12/22/2004 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------------|
| Name: | General Electric Capital Corporation |
| Street Address: | 335 Madison Avenue, 12th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------|
| Registration Number: | 1399072 | CRAIGBOND |
| Registration Number: | 1883229 | CRAIGCOAT |
| Serial Number: | 75514173 | CRAIGCURE |
| Registration Number: | 1388698 | CRAIGSEAL |
| Registration Number: | 1938057 | CRAIGSOLVE |
| Serial Number: | 75879419 | LTC GROUP |
| Registration Number: | 1487113 | SCENT-SATIONAL |
| Serial Number: | 75322904 | TARGET REACH |
| Serial Number: | 75887294 | TCAIMS |
| Serial Number: | 75901657 | THESPECDEPT.COM |
| Serial Number: | 75626541 | TOTAL PAPER SUPPLY |
| Serial Number: | 76083690 | VERTIS |
| Registration Number: | 2238436 | VISION BANK |
| Registration Number: | 1019044 | W |

CH \$390.00 1399072

| | | |
|----------------------|---------|----------|
| Registration Number: | 1016544 | WEBCRAFT |
|----------------------|---------|----------|

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Rebecca Silberberg, Esq.
Address Line 4: New York, NEW YORK 10036

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 124470/5 |
| NAME OF SUBMITTER: | Rebecca Silberberg |
| Signature: | /Rebecca Silberberg/ |
| Date: | 07/29/2010 |

Total Attachments: 10
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AGREEMENT

This Agreement (this "Agreement") is entered into as of December 22, 2004 by and among Vertis, Inc., a Delaware corporation ("Vertis"), Vertis Holdings, Inc. ("Holdings"), the other Vertis entities that are party hereto, JPMORGAN CHASE BANK ("JPMorgan"), as resigning Collateral Agent for the Secured Creditors (as such term is defined in the Existing Security Agreement) and GENERAL ELECTRIC CAPITAL CORPORATION, as Agent ("GE Capital" or "Agent") for the Lenders party to the Replacement Credit Agreement (as defined below) and as successor Collateral Agent. Capitalized terms used, and not otherwise defined herein, have the meanings ascribed thereto in the Existing Credit Agreement (as defined below).

RECITALS

WHEREAS, Vertis, Holdings, the other Credit Parties party thereto, GE Capital for itself as a Lender and as Agent for the Lenders, and the other Lenders from time to time party thereto are parties to that certain Credit Agreement, dated as of the date hereof (as it may from time to time be amended, restated, supplemented or otherwise modified, the "Replacement Credit Agreement");

WHEREAS, Vertis, Holdings, the Subsidiaries of Holdings party thereto and JPMorgan, as Collateral Agent for the benefit of the Secured Creditors, are party to that certain U.S. Security Agreement dated as of December 7, 1999 and amended and restated as of June 6, 2003 (the "Existing Security Agreement");

WHEREAS, the Replacement Credit Agreement is being entered into, among other things, to replace and refinance in its entirety the existing Credit Agreement for which JPMorgan serves as Administrative Agent for the Lenders thereunder and, accordingly, from and after the date of this Agreement the Replacement Credit Agreement shall constitute the "Credit Agreement" for purposes of the Existing Security Agreement and any and all mortgages (the "Existing Mortgages," a listing of the Existing Mortgaged Real Properties hereby attached to this Agreement as Schedule I) that secure the Obligations (as such term is defined in the Existing Security Agreement);

WHEREAS, on and as of the date hereof, JPMorgan desires to resign as Collateral Agent, the Required Secured Creditors desire to appoint the Agent as successor Collateral Agent, and the Agent desires to be appointed as successor Collateral Agent for purposes of the Existing Security Agreement, the Existing Mortgages, the existing Assignments of Security Interests in Certain Patents and Trademarks (the "Existing Patent and Trademark Collateral Documents"), and the existing Assignments of Security Interest in Certain Copyrights (the "Existing Copyright Collateral Documents") (the Existing Security Agreement, Existing Mortgages, Existing Patent and Trademark Collateral Documents and the Existing Copyright Collateral Documents being collectively referred to in this Agreement as the "Existing Collateral Documents") and all other Existing Collateral Documents;

WHEREAS, the parties hereto desire to acknowledge and agree to such resignation by JPMorgan as the Collateral Agent and to such role by Agent as the Collateral Agent, as successor to JPMorgan, as provided for in, and for the purposes of, the Existing Security Agreement and the other Existing Collateral Documents;

WHEREAS, in connection with the foregoing, the parties hereto desire to enter into certain agreements and understandings, all as and to the extent set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Resignation and Appointment of Collateral Agent. JPMorgan hereby notifies Vertis and the Required Secured Creditors that it is resigning as Collateral Agent as provided under Section 9 of Annex I to the Existing Security Agreement and the comparable provisions of each of the Existing Mortgages. Pursuant to Section 9.23 of the Replacement Credit Agreement, the Required Secured Creditors have today appointed GE Capital to be the successor Collateral Agent to JPMorgan. GE Capital hereby accepts such appointment as successor Collateral Agent to JPMorgan under the Existing Security Agreement and other Existing Collateral Documents, with such appointment to be effective immediately. GE Capital shall succeed to and become vested with all the rights, powers, privileges and duties of the Collateral Agent. JPMorgan, at Vertis' expense, hereby agrees to execute all agreements, instruments and other documents that GE Capital reasonably believes to be necessary or desirable in order to evidence its appointment as the successor Collateral Agent under the Existing Security Agreement and other Existing Collateral Documents.

2. Amendment to the Existing Security Agreement.

(a) Each reference to "JPMorgan" relating to JPMorgan in its capacity as Collateral Agent or to "Collateral Agent" in the Existing Security Agreement or any other Collateral Document shall be deemed to be, and shall be, a reference to GE Capital in its capacity as Collateral Agent.

(b) GE Capital hereby specifies that its address for notices, as Collateral Agent, shall be the address set forth on Exhibit A attached hereto.

3. Assignment of Liens.

(a) JPMorgan, as resigning Collateral Agent, hereby assigns (without recourse or any representation or warranty) all Liens and security interests under the Existing Security Agreement and the other Existing Collateral Documents and any other agreement, instrument or document delivered or entered into under or in connection therewith or furnished pursuant thereto to GE Capital, as successor Collateral Agent to JPMorgan, including, without limitation, all Liens with respect to intellectual property filed with the United States Patent and Trademark Office or the United States Copyright Office and all Liens with respect to real property interests filed with any recording office, including, without limitation, all Liens with respect to the mortgaged real properties set forth in Schedule I attached hereto. All of such Liens and security interests in favor of the Collateral Agent, on behalf of the Secured Creditors, shall in all respects be continuing and remain in full force and effect and are hereby reaffirmed. Without limiting the

generality of the foregoing, any and all references to JPMorgan on any publicly filed document, to the extent such filing relates to Liens and security interests assigned hereby and until such filing is modified to reflect the interest of GE Capital, as successor Collateral Agent, shall, with respect to such Liens and security interests, constitute a reference to "JPMorgan" as the collateral agent and collateral representative of GE Capital, as Collateral Agent. Vertis, Holdings, the other Vertis entities that are signatory hereto and JPMorgan agree that GE Capital is authorized as it may deem necessary or appropriate to file in the United States (including in any state thereof) initial financing statements, "in lieu of" financing statements, assignments of financing statements, financing change statements, amended financing statements, debentures, charges or other filings, to make any and all filings with the United States Patent and Trademark Office or the United States Copyright Office, and to make any amendment, assignment or other filing with respect to any real property covered by any mortgages or other real property Lien filings in any United States jurisdiction (including in any state thereof), in each instance covering any of the collateral described in the Existing Security Agreement, the other Existing Collateral Documents or any other agreement, instrument or document delivered or entered into under or in connection therewith or furnished pursuant thereto.

4. Further Assurances.

(a) Vertis, Holdings and the other Vertis entities that are signatory hereto, agree to take any and all actions and to execute any and all agreements, instruments, filings and other documents as GE Capital, as successor Collateral Agent, may reasonably request to evidence the assignment of all collateral described in the Existing Security Agreement or any other Existing Collateral Documents or to otherwise effectuate the intent and purposes of this Agreement.

(b) JPMorgan hereby agrees to promptly deliver such documents and agreements, in form and substance reasonably satisfactory to GE Capital and JPMorgan, as GE Capital may reasonably request to evidence the assignment of all collateral described in the Existing Security Agreement or any other Existing Collateral Documents. JPMorgan will also cause to be delivered to GE Capital assigns (without recourse or any representation or warranty) all stock certificates, certificated membership interests, intercompany notes, promissory notes, chattel paper and other certificated investment property or instruments in the possession of JPMorgan as collateral under the Existing Security Agreement or any other Existing Collateral Documents. JPMorgan further agrees to take any and all actions and to execute any and all agreements, instruments, filings and other documents as GE Capital, as successor Collateral Agent, may reasonably request in order to effectuate the intent and purposes of this Agreement.

5. Reaffirmation of Existing Collateral Documents. Each of Vertis, Holdings and the other Vertis entities hereby reaffirms and confirms each of the Existing Security Agreement, Existing Mortgages, Existing Patent and Trademark Collateral Documents and Existing Copyright Collateral Documents and each shall continue in full force and effect following the execution and delivery of this Agreement. Each of Vertis, Holdings and the other Vertis entities hereby represents and warrants that there have been no amendments, modifications or other changes to any of the Existing Collateral Documents since (i) June 6, 2003 in the case of the Existing Security Agreement, (ii) July 21, 2003 in the case of the Existing Mortgages and (iii) the date of its original execution and delivery in the case of each of the other Existing Collateral

Documents.

6. Representations and Warranties. Each of the parties hereby represents and warrants that it is legally authorized to enter into this Agreement.

7. Indemnification. The indemnification provisions specified in the Existing Security Agreement, including Annex I thereof, shall inure to the benefit of GE Capital, as successor Collateral Agent. The indemnification provisions specified in the Existing Security Agreement, including Annex I thereof, shall continue to inure to the benefit of JPMorgan, as resigning Collateral Agent, as to any actions taken or omitted to be taken by it in connection with its agency under the Existing Security Agreement or its actions under this Agreement.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile machine shall be as effective as delivery of a manually executed counterpart of this Agreement.

9. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

10. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

VERTIS, INC.

By [Signature]
Name:
Title:

VERTIS HOLDINGS, INC.

By [Signature]
Name:
Title:

PRINTCO, INC.

By [Signature]
Name:
Title:

WEBCRAFT, LLC.

By [Signature]
Name:
Title:

WEBCRAFT CHEMICALS, LLC

By [Signature]
Name:
Title:

ENTERON GROUP, LLC

By [Signature]
Name:
Title:

BIG FLOWER DIGITAL SERVICES
(DELAWARE), INC.

By [Signature]
Name:
Title:

BIG FLOWER DIGITAL LLC

By [Signature]
Name:
Title:

XL VENTURES, INC.

By [Signature]
Name:
Title:


XL VENTURES (DELAWARE), INC.

By [Signature]
Name:
Title:

**JPMORGAN CHASE BANK, as
resigning Collateral Agent**

By Neil R. Boylan
Name:
Title: Neil R. Boylan
Managing Director

GENERAL ELECTRIC CAPITAL
CORPORATION, as successor Collateral
Agent

By 
Name:
Title:

SCHEDULE I

EXISTING MORTGAGED REAL PROPERTIES

- a. Glendora, CA
- b. Riverside, CA
- c. Sacramento, CA
- d. Atlanta, GA (covering both 3450 Brown's Mill Road and 3271 Hamilton Blvd.)
- e. Lenexa, KS
- f. Greenville, MI
- g. Niles, MI
- h. North Brunswick, NJ
- i. Rochester, NY
- j. Saugerties, NY (covering both Saugerties Plant 25 Simmons Street)
- k. Bucks County, PA (covering both Bristol Plant and Chalfont Plant)
- l. San Antonio, TX

ANNEX A
GENERAL ELECTRIC CAPITAL CORPORATION
ADDRESS FOR NOTICES

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent
335 Madison Avenue, 12th Floor
New York, NY 10017
ATTN: Vertis, Inc., Account Officer
Fax: (212) 983-8767