

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF IP SECURITY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/15/2013	National Banking Association:

RECEIVING PARTY DATA

Name:	The Sheridan Group Holding Company
Street Address:	11311 McCormick Road
City:	Hunt Valley
State/Country:	MARYLAND
Postal Code:	21031
Entity Type:	CORPORATION: DELAWARE

Name:	The Sheridan Group, Inc.
Street Address:	11311 McCormick Road
City:	Hunt Valley
State/Country:	MARYLAND
Postal Code:	21031
Entity Type:	CORPORATION: MARYLAND

Name:	Sheridan Books, Inc.
Street Address:	11311 McCormick Road
City:	Hunt Valley
State/Country:	MARYLAND
Postal Code:	21031
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2773433	THE SHERIDAN GROUP
Registration Number:	2868376	DIGITAL EXPERT

CH \$65.00 2773433

CORRESPONDENCE DATA

Fax Number: 2125935955

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 756-2132

Email: scott.kareff@srz.com

Correspondent Name: Scott Kareff

Address Line 1: Schulte Roth & Zabel, 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.1413
NAME OF SUBMITTER:	Scott Kareff
Signature:	/RS for SK/
Date:	10/18/2013

Total Attachments: 5

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**TERMINATION AND RELEASE
OF IP SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF IP SECURITY AGREEMENT dated as of October 15, 2013, from Bank of America, N.A. ("Bank of America"), in its capacity as administrative agent and as successor in interest to Fleet National Bank ("Fleet") (in such capacity, together with its successors and permitted assigns, the "Agent"), for The Sheridan Group Holding Company, The Sheridan Group, Inc., and Sheridan Books, Inc. (each, a "Grantor" and, collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated as of August 21, 2003 (as amended, restated, supplemented, or otherwise modified from time to time, including, but not limited to the Amendment, Joinder, and Confirmation of Security Agreement, dated as of May 25, 2004, collectively the "Security Agreement"), Grantors and Fleet entered into that certain IP Security Agreement, dated as of August 21, 2003, by and between Grantors and Fleet (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors and Bank of America entered into that certain Amended IP Security Agreement dated as of June 16, 2009 (the "Amended IP Security Agreement"), in favor of the Agent, under which Grantor granted to the Agent a Lien on and security interest in all of such Grantor's right, title and interest in, to and under certain Intellectual Property, including the items set forth on Exhibit I (the "IP Collateral");

WHEREAS, the IP Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on Reel 2839, Frame 0206;

WHEREAS, the Amended IP Security Agreement was recorded with the Assignment Division of the USPTO on Reel 4031, Frame 0903; and

WHEREAS, each Grantor has paid all of its outstanding indebtedness to the Agent, and the Agent now desires to terminate and release the entirety of any and all security interest it may have in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the IP Security Agreement and the Amended IP Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, the IP Security Agreement and the Amended IP Security Agreement.

2. Release of Security Interest. Agent hereby (i) terminates, cancels, releases, and discharges any and all security interest it may have in the IP Collateral, (ii) terminates the IP Security Agreement and the Amended IP Security Agreement and (iii) re-assigns to each Grantor any right, title and interest it may have in, to and under the IP Collateral . Any and all right, title, or interest of Agent

in, to, and under such IP Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Intellectual Property, shall hereby cease and become void.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do any such other acts and provide to each Grantor, its successors, assigns or other legal representatives all such cooperation and assistance, as may be reasonably requested by each Grantor to more fully and effectively effect the release of any and all security interest it may have in the Intellectual Property contemplated hereby.


4. Governing Law. This TERMINATION AND RELEASE OF IP SECURITY AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,
as Agent.

By: 
Name: Carlos Zambrano
Title: Vice President

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

ACCEPTED AND AGREED
as of the date first above written:

**THE SHERIDAN GROUP HOLDING
COMPANY,**
as a Grantor

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

THE SHERIDAN GROUP, INC.,
as a Grantor

By: Robert M Jakobe
Name: Robert M. Jakobe
Title: Executive Vice President, Chief
Financial Officer and Corporate
Secretary

SHERIDAN BOOKS, INC.,
as a Grantor

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

**EXHIBIT I
TO THE TERMINATION AND RELEASE
OF IP SECURITY AGREEMENT**

Name of Owner	Trademark	Registration No.	Registration Date
The Sheridan Group Holding Company	THE SHERIDAN GROUP	2773433	October 14, 2003
The Sheridan Group Holding Company	DIGITAL EXPERT AND DESIGN	2868376	August 3, 2004