



12-01-1999

FORM PTO-1618A

11-24-1999

Expires 06/30/99
OMB 0651-0027

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #47



Department of Commerce
Trademark Office
DEMARK

101212046

*MRN
11.24.99*

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date: _____
- Merger
- Change of Name
- Other: Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Execution Date:

Name: BANKERS TRUST COMPANY

August 20, 1999

Formerly: _____

- Individual General Partnership Limited Partnership Corporation Association
- Other: federally chartered banking institution
- Citizenship / State of Incorporation / Organization: Federal Savings Bank as defined in 12 U.S.C. 1462(5)

Receiving Party

Mark if additional names of receiving parties attached

Name: WORLD COLOR PRESS, INC.

Address (line 1): 101 PARK AVENUE

Address (line 2): 19TH FLOOR

Address (line 3): New York

NY

10178

City

State / Country

Zip Code

- Individual General Partnership Limited Partnership If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
- Corporation Association
- Other: _____
- Citizenship / State of Incorporation / Organization: Delaware

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC. 20231

12/01/1999 TTON11 00000050 012510 1823258

01 FC:481
02 FC:482

40.00 CH
900.00 CH

TRADEMARK
REEL: 001994 FRAME: 0042

Domestic Representative (for the first Receiving Party Only)

Name: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

Address (line 4): _____

Correspondent Name and Address (for the first Receiving Party Only)

Name: Chris Wilson

Address (line 1): ARNOLD & PORTER

Address (line 2): 555 12th Street N.W.

Address (line 3): Suite 1229-A

Address (line 4): Washington, DC 20004-1202

Pages Enter the total number of pages of the attached conveyance document including any attachments: 5

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

74/512,321 75/015,463
74/392,994 74/714,490
74/388,537 75/015,463
74/286,352 75/414,970
74/286,274 75/033,324
75/033,324 75/015,462

1,823,258 1,436,049 1,826,765 2,170,467 1,781,875
1,821,744 1,618,102 1,215,180 1,821,744 1,872,971
1,620,508 1,921,300 1,823,258 1,678,336 1,091,066
1,618,102 1,592,292 1,694,121 2,210,244 1,436,049
1,339,721 1,596,925 2,164,302 1,339,721 2,010,401

Number of Properties Enter the total number of properties involved: 37

Fee Amount Fee Amount for Properties Listed (37 C.F.R. 3.41) \$1,480

Method of Payment Enclosed Deposit Account

Deposit Account Number: 01-2510

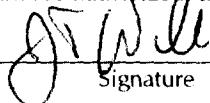
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized as indicated herein.

James T. Walsh, Esq.

Name of Person Signing


Signature

11/23/99
Date Signed

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Receiving Party

Mark if additional names of conveying parties attached

Name: THE LANMAN COMPANIES, INC.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 120 Q STREET, N.E.

Address (line 2): _____

Address (line 3): WASHINGTON

City

DC

State / Country

20002

Zip Code

Individual

General Partnership

Limited Partnership

If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

Corporation

Association

Other: _____

Citizenship / State of Incorporation / Organization: DC

Name: THE WESSEL COMPANY, INC.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 1201 KIRK STREET

Address (line 2): _____

Address (line 3): ELK GROVE VILLAGE

City

ILLINOIS

State / Country

60007

Zip Code

Individual

General Partnership

Limited Partnership

If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

Corporation

Association

Other: _____

Citizenship / State of Incorporation / Organization: ILLINOIS

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Name: RAI, INC.

F/K/A: RINGIER AMERICA, INC.

Composed of: _____

Address (line 1): ONE PIERCE PLACE

Address (line 2): SUITE 800

Address (line 3): ITASCA

City

IL

State / Country

60143

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other: _____

Citizenship / State of Incorporation / Organization: WISCONSIN

If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

Name: GREAT WESTERN PUBLISHING, INC.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 1850 EAST WATKINS ROAD

Address (line 2): SUITE 20

Address (line 3): PHOENIX

City

AZ

State / Country

85034

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other: _____

Citizenship / State of Incorporation / Organization: ARIZONA

If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Name: INFINITI GRAPHICS, INC.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 32 MAIN STREET

Address (line 2): _____

Address (line 3): ELLINGTON

City

CONNECTICUT

State / Country

06029-0398

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other: _____

Citizenship / State of Incorporation / Organization: CONNECTICUT

If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, THIS RELEASE OF TRADEMARK SECURITY INTEREST

is dated as of August 20, 1999 and is entered into by Bankers Trust Company, as Collateral Agent (in such capacity, "Secured Party"); and

WHEREAS, WORLD COLOR PRESS, INC. ("Grantor"), granted to Secured

Party a security interest in all of its trademarks and licenses, including those listed in Exhibit A attached hereto, pursuant to (i) the Amended and Restated Trademark and License Security Agreement dated as of June 6, 1996 by and between Grantor and its Subsidiaries listed on the signature pages thereto and Secured Party and recorded on June 14, 1996 at Reel 1479, Frame 0842, with the U.S. Patent and Trademark Office, as security for the Obligations (the "Trademark Security Agreement"; capitalized terms used herein without definition shall have the same meanings as set forth in the Trademark Security Agreement), (ii) that certain Counterpart and Acknowledgement to Amended and Restated Trademark and License Security Agreement dated as of December 28, 1998 and recorded on January 28, 1999 at Reel 1847, Frame 0298, (iii) that certain Counterpart and Acknowledgement to Amended and Restated Trademark and License Security Agreement dated as of December 30, 1998 and recorded on January 28, 1999 at Reel 1847, Frame 0286 and (iv) that certain Counterpart and Acknowledgement to Amended and Restated Trademark and License Security Agreement dated as of January 20, 1999 and recorded on May 12, 1999 at Reel 1899, Frame 0408; and

WHEREAS, Grantor is being released from the Obligations and, accordingly,

Secured Party is willing to release its security interests in all such trademarks and licenses of Grantor including those listed in Exhibit A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby:

1. Releases all of its security interest in the trademarks, registrations, licenses and applications of Grantor including those listed in Exhibit A attached hereto, and in all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, and in all uses, products and proceeds of the foregoing.

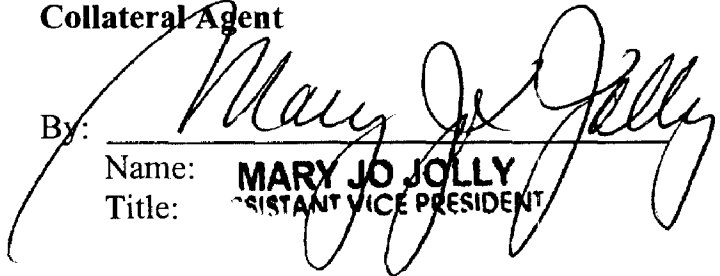
2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record the Release of Trademark Security Interest granted hereunder with respect to the trademarks, licenses and applications including those listed in Exhibit A attached hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Secured Party has caused this Release of Trademark Security Interest to be signed by its duly authorized officer as of the date first written above.

**BANKERS TRUST COMPANY, as
Collateral Agent**

By: _____

A large, stylized handwritten signature in black ink, appearing to read "Mary Jo Jolly", is written over a horizontal line. The signature is fluid and cursive.

Name: **MARY JO JOLLY**
Title: **ASSISTANT VICE PRESIDENT**

EXHIBIT A

TO RELEASE OF TRADEMARK SECURITY INTEREST

Reel/Frame Number	Registered Owner	Description of Trademark	Registration Number	Registration Date
1479/0842	World Color Press, Inc.	"WORLD COLOR PRESS" service mark	1,823,258	2/22/94
1479/0842	World Color Press, Inc.	Elliptical world symbol above "WORLD COLOR PRESS" service mark	1,821,744	2/15/94
1479/0842	World Color Press, Inc.	(Illinois) "Vern-Wood Press division of World Color Press, Inc." trademark	48,434	(Expiration Date-1/23/00)
1479/0842	World Color Press, Inc.	(Illinois) "Salem Gravure division of World Color Press, Inc.," trademark	48,433	(Expiration Date-1/23/00)
1479/0842	World Color Press, Inc.	"OpSort" trademark	1,592,292	4/17/90
1479/0842	World Color Press, Inc.	"Opsort Plus" trademark	(Unregistered)	N/A
1479/0842	World Color Press, Inc.	"OpTrac" trademark	(Unregistered)	N/A
1479/0842	World Color Press, Inc.	"Image Archfile Network" trademark	(Pending)	
1479/0842	World Color Press, Inc.	"Archfile" trademark	(Pending)	
1479/0842	World Color Press, Inc.	"A1Jet" Trademark	1,339,721	6/4/85
1479/0842	World Color Press, Inc.	"A1Select" trademark	(Unregistered)	N/A
1479/0842	World Color Press, Inc.	"A1Jet Project Software"	(Unregistered)	N/A
1479/0842	World Color Press, Inc.	"Running Rabbit Design"	1,436,049	4/7/87
1479/0842	World Color Press, Inc.	"Running Rabbit Design (Red)"	1,618,102	10/16/90
1479/0842	The Lanman Companies, Inc.	Design of an Oval With Two Intersecting Lines	1,620,508	10/30/90
1479/0842	The Lanman Companies, Inc.	Lanman	1,678,336	3/10/92
1479/0842	The Lanman Companies, Inc.	Miscellaneous Design	1,694,121	6/16/92
1479/0842	The Lanman Companies, Inc.	Central Florida Press	1,596,925	5/15/90
1479/0842	The Lanman Companies, Inc.	Lanmatch	None (trademark application)	
1479/0842	The Wessel Company, Inc.	Marketalkers (Class 35)	74/512,321	(Filed 4/13/94)
1479/0842	The Wessel Company, Inc.	Cantalkers (Class 16)	74/392,994	(Filed 5/21/93)
1479/0842	The Wessel Company, Inc.	Bottletakers (Class 16)	74/388,537	(Filed 5/11/93)
1479/0842	The Wessel Company, Inc.	The Impact of Inpack (Class 42)	74/286,352	(Filed 6/19/92)
1479/0842	The Wessel Company, Inc.	HOWSS (Class 42)	74/286,274	(Filed 6/19/92)
1479/0842	The Wessel Company, Inc.	It's More Than A Game to Us (Classes 35 and 42)	1,826,765	3/15/94
1479/0842	The Wessel Company, Inc.	Combo/Serts (Class 35)	1,215,180	11/2/82
1479/0842	World Color Systems Inc.	"World Color New Media"	75/033,324	(Filed 2/15/95)
1479/0842	World Color Systems Inc.	"Custom Insert"	1,921,300	09/19/85

Reel/Frame Number	Registered Owner	Description of Trademark	Registration Number	Registration Date
1479/0842	World Color Systems Inc.	"Catabook"	1,091,066	05/09/78
1479/0842	World Color Press, Inc.	"World Color" Service Mark	Pending (App. No. 0-109956)	N/A
1479/0842	World Color Press, Inc.	"World Color" Service Mark	Pending (App. No. 39,617,073.0)	N/A
1479/0842	World Color Press, Inc.	"World Color" Service Mark	Pending (App. No. 96,621,975)	N/A
1479/0842	World Color Press, Inc.	"World Color" Service Mark	Pending (App. No. RM96C001853)	N/A
1479/0842	World Color Press, Inc.	"World Color" Service Mark	Pending (App. No. 02214/1996)	N/A
1479/0842	World Color Press, Inc.	"World Color" Service Mark	Pending (App. No. 2,066,149)	N/A
1479/0842	World Color Press, Inc.	"World Color" Service Mark	Pending (App. No. 75/015,463)	N/A
1479/0842	World Color Press, Inc.	"World Color Direct"	Pending (App. No. 74/714,490)	N/A
1479/0842	World Color Press, Inc.	Elliptical World symbol above "World Color" Service Mark	Pending (App. No. 0-109957)	N/A
1479/0842	World Color Press, Inc.	Elliptical World symbol above "World Color" Service Mark	Pending (App. No. 39,617,074.9)	N/A
1479/0842	World Color Press, Inc.	Elliptical World symbol above "World Color" Service Mark	Pending (App. No. 96,621,976)	N/A
1479/0842	World Color Press, Inc.	Elliptical World symbol above "World Color" Service Mark	Pending (App. No. RM96C001856)	N/A
1479/0842	World Color Press, Inc.	Elliptical World symbol above "World Color" Service Mark	Pending (App. No. 02213/1996)	N/A
1479/0842	World Color Press, Inc.	Elliptical World symbol above "World Color" Service Mark	Pending (App. No. 2,066,199)	N/A
1479/0842	RAI, Inc. (formerly Ringier America, Inc.)	"The Digital Group"	Pending	N/A
1847/0298	World Color Systems Inc.	"World Color"	75/015,463	(Filed 11/6/95)
1847/0298	World Color Systems Inc.	"World Color Book Services"	2,210,244	2/15/98
1847/0298	World Color Systems Inc.	"World Color Book Services"	75/414,970	(Filed 1/7/98)
1847/0298	World Color Systems Inc.	"World Color Direct"	2,169,302 2,164,302	06/09/98
1847/0298	World Color Systems Inc.	"World Color New Media"	2,170,467	06/30/98
1847/0298	World Color Systems Inc.	"World Color New Media"	75/033,324	(Filed 2/15/95)
1847/0298	World Color Systems Inc.	"World Color" (plus design)	75/015,462	
1847/0298	World Color Systems Inc.	"World Color Press"	1,821,744	02/15/94
1847/0298	World Color Systems Inc.	"World Color Press"	1,823,258	02/22/94

Reel/Frame Number	Registered Owner	Description of Trademark	Registration Number	Registration Date
1847/0298	World Color Systems Inc.	None (design only)	1,618,102	09/16/90
1847/0298	World Color Systems Inc.	"Salem Gravure, Div. of World Color Press, Inc."	48,433	01/23/80
1847/0298	World Color Systems Inc.	"Vern-Wood Press, Div. of World Color Press, Inc."	48,434	01/23/80
1847/0298	World Color Systems Inc.	None (design only)	1,436,049	04/07/87
1847/0298	World Color Systems Inc.	"Al-Jet"	1,339,721	06/04/85
1847/0298	World Color Systems Inc.	"Custom Insert"	1,921,300	09/19/85
1847/0298	World Color Systems Inc.	"Catabook"	1,091,066	05/09/78
1847/0286	Great Western Publishing, Inc.	"Great Western Publishing" servicemark	1,781,875	7/13/93
1847/0286	Great Western Publishing, Inc.	"Great Western Publishing" Arizona tradename filing	080876	(Expired 8/9/99)
1899/0408	Infiniti Graphics, Inc.	Infiniti Graphics	1,872,971	1/10/95