

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

23324/28

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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TMOS/REV03

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Group360, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: CapitalSource Finance LLC

Internal Address: _____

Street Address: 4445 Willard Avenue, 12th Floor

City: Chevy Chase State: MD ZIP: 20815

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic designation is Yes No
 (Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Acknowledgement of IP Collateral Lien

Execution Date: March 14, 2003

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,743,312
2,743,286
2,739,863

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark S. Leonardo, Esq.

Internal Address: Brown Rudnick Berlack Israels LLP

Street Address: One Financial Center
18th Floor, Box IP

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:..... **3**

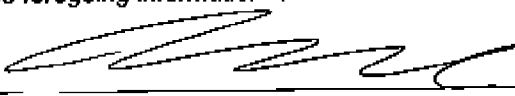
7. Total fee (37 CFR 3.41):.....\$ \$90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500369

DO NOT USE THIS SPACE

9. 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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)  May 27, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **23**

Mail documents to be recorded with required cover sheet information to:

Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

CH \$90.00 500369 2743312

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of March 14, 2003; by each of Group360, Inc., a Delaware corporation; Centercoast Communications, Inc., a Delaware corporation; Digital Prepress, Inc., a Delaware corporation; Color Associates, Inc., a Missouri corporation; Group360 Communications, Inc., a Missouri corporation; Digita360, Inc., a Missouri corporation; Color Associates Editorial & Design, Inc., a Missouri corporation and NEC, Inc., a Tennessee corporation (collectively the "Subsidiaries," and together with the Parent, the "Borrower") (each a "Grantor" and, collectively, the "Grantors"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof among Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the

benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses, to the extent permitted by such licenses, to which it is a party, including those referred to on Schedule I hereto:

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses, to the extent permitted by such licenses, to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses, to the extent permitted by such licenses, to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GROUP360, INC.

By: *Dany A. Stephens*
Name: _____
Title: _____

ACKNOWLEDGEMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GROUP360, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Notary Public

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 13, 2003 before me, Evangelina Garcia, a Notary Public, personally appeared Gary A. Stephens, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he execute the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Evangelina Garcia

Evangelina Garcia, Notary Public

CENTERCOAST COMMUNICATIONS, INC.

By: *Amy A. Stephens*
Name: _____
Title: _____

ACKNOWLEDGEMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CENTERCOAST COMMUNICATIONS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

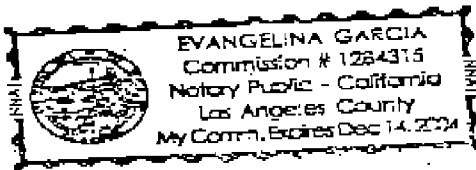
Notary Public

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY
COLLATERAL LIEN]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 13, 2003 before me, Evangelina Garcia, a Notary Public, personally appeared Gary A. Stephens, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he execute the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Evangelina Garcia

Evangelina Garcia, Notary Public

DIGITAL PREPRESS, INC.

By: Sam A. Stephens
Name: _____
Title: _____

ACKNOWLEDGEMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

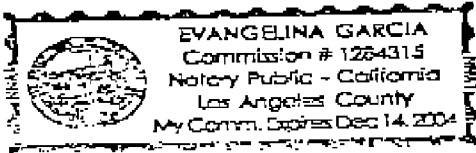
On this ___ day of _____, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DIGITAL PREPRESS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Notary Public

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY
COLLATERAL LIEN]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 13, 2003 before me, Evangelina Garcia, a Notary Public, personally appeared Gary A. Stephens, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he execute the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Evangelina Garcia

Evangelina Garcia, Notary Public

COLOR ASSOCIATES, INC.

By: David A. Stephens
Name: _____
Title: _____

ACKNOWLEDGEMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COLOR ASSOCIATES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

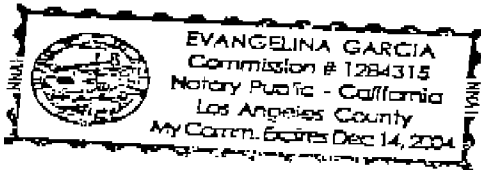
Notary Public

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY
COLLATERAL LIEN]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 13, 2003 before me, Evangelina Garcia, a Notary Public, personally appeared Gary A. Stephens, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he execute the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:



Evangelina Garcia

Evangelina Garcia, Notary Public

GROUP360 COMMUNICATIONS, INC.

By: *Gay A. Stepten*
Name: _____
Title: _____

ACKNOWLEDGEMENT OF GRANITOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GROUP360 COMMUNICATIONS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

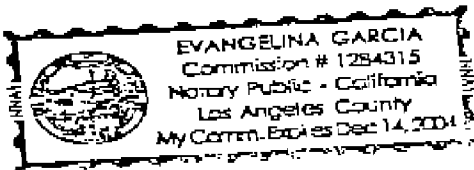
Notary Public

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY
COLLATERAL LIEN]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 13, 2003 before me, Evangelina Garcia, a Notary Public, personally appeared Gary A. Stephens, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he execute the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Evangelina Garcia

Evangelina Garcia, Notary Public

DIGITA360, INC.

By: Larry A. Stephens
Name: _____
Title: _____

ACKNOWLEDGEMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

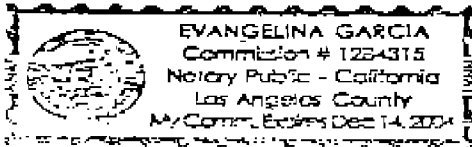
On this ___ day of _____, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DIGITA360, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Notary Public

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY
COLLATERAL LIEN]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 15, 2003 before me, Evangelina Garcia, a Notary Public, personally appeared Gary A. Stephens, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he execute the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Evangelina Garcia
Evangelina Garcia, Notary Public

COLOR ASSOCIATES EDITORIAL & DESIGN, INC.

By: Ray O. Stephens
Name: _____
Title: _____

ACKNOWLEDGEMENT OF GRANIOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COLOR ASSOCIATES EDITORIAL & DESIGN, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

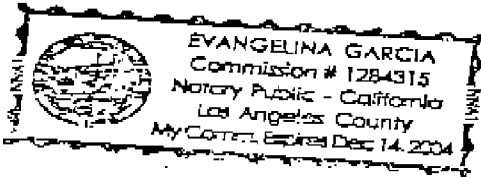
Notary Public

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 13, 2003 before me, Evangelina Garcia, a Notary Public, personally appeared Gary A. Stephens, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he execute the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Evangelina Garcia

Evangelina Garcia, Notary Public

NEC, INC.

By: Samy A. Steptan
Name:
Title:

ACKNOWLEDGEMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NEC, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Notary Public

Accepted and Agreed:

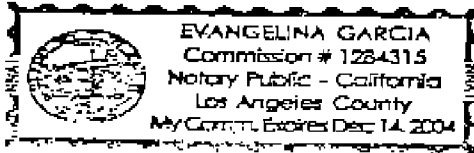
CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name:
Title:

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 13, 2003 before me, Evangelina Garcia, a Notary Public, personally appeared Gary A. Stephens, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he execute the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Evangelina Garcia

Evangelina Garcia, Notary Public

NEC, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT OF GRANTOR


STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NEC, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Notary Public

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Name: _____
Title: **Joseph Turitz
Senior Counsel**

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY
COLLATERAL LIEN]

SCHEDULE I
To
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

2,491,289
2,277,999
2,390,261
2,221,006
2,052,761
2,164,416
1,862,922
1,880,967
2,743,312
2,743,286
2,739,863
2,781,297

B. TRADEMARK APPLICATIONS

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

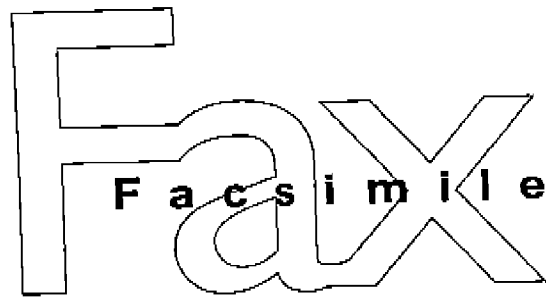
- A. REGISTERED COPYRIGHTS
Including Copyright Reg. No. and Date
- B. COPYRIGHT APPLICATIONS
- C. COPYRIGHT LICENSES
Including Name of Agreement, Parties and Date of Agreement

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

- A. REGISTERED PATENT
Including Patent Reg. No. and Date
- B. PATENT APPLICATIONS
- C. PATENT LICENSES
Including Name of Agreement, Parties and Date of Agreement

BR
BI
BROWN
RUDNICK
BERLACK
ISRAELS LLP

One Financial Center
Boston, Massachusetts 02111
617.856.8200
fax 617.856.8201
www.brownrudnick.com



DATE **May 27, 2004**

THIS TRANSMISSION CONSISTS OF THIS COVER SHEET AND **23** PAGE(S)

ORIGINAL DOCUMENT TO FOLLOW: YES NO

If you do not receive all pages, please call Office Services at 617.856.8200

FAX NUMBER **703.306.5995**

ATTENTION OF **ASSIGNMENT DIVISION**

TELEPHONE NUMBER **703.308.9723**

FROM **Mark S. Leonardo, Esq.**

DIRECT DIAL **617.856.8145**

C/M/A # **23324/28/2089**

MESSAGE **Assignment Recordation
Trademark Registration No. 2743312 et al.**

#1279006 v11 - 20518/56



CONFIDENTIALITY NOTICE

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fax +353.1.864.1838

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fax 860.509.6501

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fax +44.20.7851.6100

120 West 45th Street
New York, NY 10036
212.704.0100
fax 212.704.0196

121 South Main Street
Providence, RI 02903
401.276.2600

TRADEMARK

RECORDED: 05/27/2004

REEL: 002861 FRAME: 0956