



11-17-2003



Form PTO-1594

(Rev 6-93)

11/12/03

102708482
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

THE LEHIGH PRESS, INC.

- Individual(s)
- General Partnership
- Corporation/State - Pennsylvania
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- * Security Agreement
- Other Release
- Merger
- Change of Name

Execution Date: October 22, 2003

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

Name: THE CIT GROUP / BUSINESS CREDIT, INC.

Internal Address:

Street Address: 1211 Avenue of the Americas

City: New York State NY ZIP: 10036

Country: USA

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s): SEE SCHEDULE I

If this document is being filed together with a new application, the execution date of the application is N/A

A. Trademark Application No.(s): SEE SCHEDULE I

B. Trademark No.(s) SEE SCHEDULE 1

Additional numbers attached Yes No

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

Name Robert E. Rude II

Internal Address: Mayer Brown, Rowe & Maw LLP

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 21

7. Total fee (37 CFR 3.41): \$540.00

- Enclosed (Check No. 2742)
- Authorized to be charged to deposit account

8. Deposit account number: N/A

(Attach duplicate copy of this page if paying by deposit account)

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.

Robert E. Rude II

Name of Person Signing

[Signature]
Signature

Date November 12, 2003

Total number of pages comprising cover sheet and document attachments: 7

11/14/2003 BYRNE 0000063 2631483

01 FC:8521
02 FC:8522

40.00 OP
500.00 OP

SCHEDULE I
to Trademark Security Agreement

Trademarks

Registered Trademarks

Trademark	Registration No.	Registration Date
PRESSMATTE	2,691,483	2/25/03
QUICKLINK (Image)	2,278,795	9/21/99
QUICKLINK	2,277,197	9/14/99
LOOK AT US NOW	2,220,297	1/26/99
CHANGING WHAT'S POSSIBLE	2,222,484	2/9/99
LEHIFI	2,195,514	10/13/98
LEHIWIRE	2,193,604	10/6/98
PUREDOT	2,195,513	10/13/98
THE LEHIGH PRESS, INC.	2,079,244	7/15/97
INSERTIA	1,841,475	6/21/94
DECOGRAM	1,699,651	7/7/92
LEHIGH PRESS LITHOGRAPHERS	1,555,268	9/5/89
LP (Image)	1,454,684	8/25/87
LEHIGH PRESS COLORTRONICS	1,382,791	2/11/86
LEHIGH PRESS CADILLAC	1,341,708	6/11/85
LEHIGH PRESS DALLAS	1,341,707	6/11/85
LEHIGH PRESS CARROLLTON	1,380,846	1/28/86

Pending Trademark Applications

Trademark	Serial No.	Filing Date
LEHIGH MAILTRAK	76-465,415	10/7/03
LEHIGH JOBTRAK	76-465,417	10/7/03
LEHIGH DIRECT	46-465,416	10/7/03
LEHIGH DIGITAL	76-465,418	"Allowed"

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2003 (this "Agreement"), is made by THE LEHIGH PRESS, INC., a Pennsylvania corporation (the "Grantor") in favor of THE CIT GROUP/BUSINESS CREDIT, INC., as administrative agent (together with its successor(s) in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a credit agreement, dated as of March 26, 2002 (as amended by Amendment No. 1 thereto, dated as of September 19, 2002, as amended by Amendment No. 2 thereto, dated as of October 7, 2003, and as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Von Hoffmann Corporation, H&S Graphics, Inc., Precision Offset Printing Company, Inc., Preface, Inc. and One Thousand Realty & Investment Company, as Borrowers, Von Hoffmann Holdings Inc., as the Parent, the various financial institutions and other Persons from time to time parties thereto, as Lenders, the Administrative Agent, Credit Suisse First Boston, Cayman Islands Branch, as Syndication Agent, sole Lead Arranger and sole Book Running Manager, and U.S. Bank National Association, as Documentation Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Supplement to Pledge and Security Agreement, dated as of October 22, 2003, supplementing the Pledge and Security Agreement, dated as of March 26, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (d) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of its Trademark Collateral (as defined below) to secure all of its Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of its right, title and interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) and, to the extent applicable, clause (b);

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement, (ii) the Grantor ceasing to be a Subsidiary of the Parent pursuant to a transaction permitted under the Credit Agreement or (iii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)), (B) all Trademark Collateral of the Grantor (in the case of clause (ii)) or (C) all Trademark Collateral (in the case of clause (iii)). Upon any such Disposition, cessation or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, the applicable or all, as the case may be, Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

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

THE LEHIGH PRESS, INC.

By: *[Signature]*
Title: *Chief Financial Officer and Senior Vice President*

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Administrative Agent

By: _____
Title: _____


By: _____
Title: _____

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

THE LEHIGH PRESS, INC.

By: _____
Title:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Administrative Agent

By:  _____
Title: **Barbara F. Perich**
Vice President

By: _____
Title:

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