

10-08-2004



REC

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102855417

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10-8-04

1. Name of conveying party(ies)/Execution Date(s):

The CIT Group/Business Credit, Inc., as
Administrative Agent

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

Citizenship (see guidelines) New York

Execution Date(s) October 4, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Lehigh Press, Inc.

Internal

Address:

Street Address: 7001 North Park Drive

City: Pennsauken

State: NJ

Country: US

Zip: 08109

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Pennsylvania

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule.

B. Trademark Registration No.(s)

See attached Schedule.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule.

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

Name: Ms. Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 Fifteenth Street NW, Suite 920

City: Washington

State: DC Zip: 20005

Phone Number: 202.783.2700

Fax Number:

Email Address: pagadoa@federalresearch.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340⁰⁰

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elizabeth Steiner
Signature

10/7/04
Date

Elizabeth Steiner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

40.00 OP
500.00 OP
10/12/2004 6T0011 00000030 6691463
01 FC=6521
02 FC=6522

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"

RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of October 4, 2004, is made by The CIT Group/Business Credit, Inc., as administrative agent (the "Administrative Agent") under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, Von Hoffmann Corporation, a Delaware corporation, H&S Graphics, Inc., a Delaware corporation, Precision Offset Printing Company, Inc., a Delaware corporation, Preface, Inc., a Delaware corporation, and One Thousand Realty & Investment Company, a Delaware corporation (collectively, the "Borrowers") and the Administrative Agent entered into that certain Credit Agreement, dated as of March 26, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, certain other subsidiaries of Von Hoffman Corporation party thereto, the various financial institutions from time to time party thereto (the "Lenders"), the Administrative Agent, Credit Suisse First Boston, Cayman Islands Branch, as the Syndication Agent, U.S. Bank National Association, as the Documentation Agent, pursuant to which Credit Agreement the Lenders made credit extensions to the Borrowers;

WHEREAS, the Borrowers and certain of the Borrowers' Subsidiaries granted security interests in certain property pursuant to the agreements attached as Annex I hereto (collectively, the "Security Agreements"); and


WHEREAS, the Security Agreements were recorded in the U.S. Patent and Trademark Office;

NOW THEREFORE, the Administrative Agent hereby **RELEASES**, without representation, recourse or warranty whatsoever, all of its security interest in the collateral granted pursuant to the Security Agreements, including, without limitation, the collateral listed on the schedules attached to each of the Security Agreements.

The Administrative Agent agrees, at the Borrowers' expense, to cooperate with the Borrowers' and their Subsidiaries and to provide the Borrowers' and their Subsidiaries with the information and additional authorization necessary to effect the release of the Administrative Agent's security interest in the released collateral described herein.

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first above written.

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

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

CERTIFICATE OF ACKNOWLEDGMENT

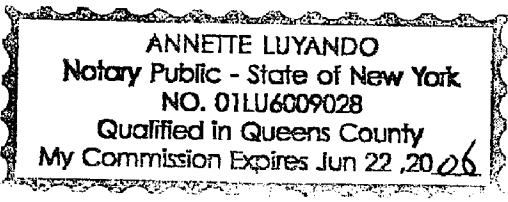
STATE OF New York)

COUNTY OF New York)

On this 15 day of October, 2004 before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared SABANA PEREZ to me known personally, and who, being by me duly sworn, deposes and says that s/he is the Vice President of the Administrative Agent as described in and which executed the above instrument, and s/he has been authorized to execute said instrument on behalf of said entity pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Annette Luyando
Notary Public
My commission expires:



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.

WITNESSETH:

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: 
Title: *Chief Financial Officer and Senior Vice President*

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

By: _____
Title:

By: _____
Title:


17171841

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:

17171841

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
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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
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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"

PATENT SECURITY AGREEMENT

This PATENT 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.

WITNESSETH:

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 Patent 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 "Patent Collateral"):

(a) all of its letters patent and applications for letters patent in the United States, including all patent applications in preparation for filing and each patent and patent application referred to in Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

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 Patent 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 Patent 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 Patent Collateral (in the case of clause (i)), (B) all Patent Collateral of the Grantor (in the case of clause (ii)) or (C) all Patent 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, Patent 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 Patent 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.

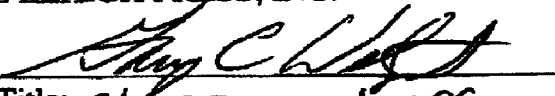
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

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:


Title: Chief Financial Officer and
Senior Vice President

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

By: _____

Title:

By: _____

Title:


17171826

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:

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

SCHEDULE I
to Patent Security Agreement

Patents

Issued Patents

<u>Serial No.</u>	<u>Registration Date</u>	<u>Title</u>
US 5074597	Dec. 24, 1991	Computerized method of generating film masters for embossing and printing color images

Pending Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
None.			