

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merrill Fine Arts Engraving, Inc.		02/20/2006	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	1455 Market St., 5th Floor
Internal Address:	Agency Management, Mail Code: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	a National Banking Association:

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2538274	FAE-OS
Registration Number:	2550092	FAE-ROS
Registration Number:	2656292	FINE ARTS
Registration Number:	2518610	FINE ARTS
Registration Number:	1612925	FINE ARTS FEA
Registration Number:	2643165	FINE ARTS ENGRAVING
Registration Number:	1618744	FINE ARTS ENGRAVING COMPANY
Registration Number:	1704938	FINE ARTS QUALITY
Registration Number:	1613811	FINE ARTS QUALITY FAE
Registration Number:	2275772	FRAGOS
Registration Number:	2310827	LASER PERFECT
Registration Number:	2425650	OEPS
Registration Number:	1425739	SHORE BOND

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Registration Number:	1608235	SHORE BOND CFP
Registration Number:	1675557	SHORE BOND GREEN LP
Registration Number:	1608232	SHORE BOND LP
Registration Number:	1642798	SPARKLE WHITE
Registration Number:	2210946	STATIONEERS
Registration Number:	2621057	WEB TO PLATE
Serial Number:	76488154	HIGH IMPACT
Registration Number:	2637179	BRAND ON DEMAND
Registration Number:	2583215	BRANDSTORE
Registration Number:	1644386	COTTON FIBRE PLUS

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7145401235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins, LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0003 MERRILL FINE
NAME OF SUBMITTER:	Joanna Fowler
Signature:	/Joanna Fowler/
Date:	02/24/2006

**Total Attachments: 7**  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 20, 2006, is made between MERRILL COMMUNICATIONS LLC, a Delaware limited liability company ("Communications"), MERRILL BRINK INTERNATIONAL CORPORATION, a Minnesota corporation ("Brink"), MERRILL FINE ARTS ENGRAVING, INC., a Minnesota corporation ("Fine Arts"), WORDWAVE, INC., a Delaware corporation ("WordWave"; Communications, Brink, Fine Arts and WordWave, collectively, the "Grantors", and each a "Grantor"), and BANK OF AMERICA, N.A. ("BANA"), as administrative agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, in connection with the \$535,000,000 Amended and Restated Credit Agreement, dated as of December 22, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Communications, Merrill Corporation, a Minnesota corporation ("Holdings"), the various financial institutions and other Persons from time to time parties thereto as lenders (the "Lenders"), BANA, as administrative agent and collateral agent for the Lenders, Credit Suisse ("Credit Suisse"), as joint lead arranger and joint bookrunner for the Lenders, Deutsche Bank Securities Inc. ("DBSI") as joint bookrunners and syndication agent for the Lenders, Banc of America Securities LLC ("BAS"), as joint lead arranger and joint bookrunner for the Lenders, and Calyon New York Branch, National City Bank and LaSalle Bank, N.A., as co-documentation agents for the Lenders, the Lenders and the Issuers have extended Commitments to make Credit Extensions to Communications;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of December 22, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.6 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Secured Obligations;

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuers to make Credit Extensions to Communications pursuant to the Credit Agreements, and (ii) the Secured Parties to enter into Rate Protection Agreements and Cash Management Services Agreements, the Grantors agree, 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 (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of its Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(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, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing or hereafter adopted or acquired in the United States, including those referred to in Schedule I attached 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 Trademark licenses for the grant by or to the Grantors of any right to use any Trademark;

(c) 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);

(d) 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

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors 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.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any licenses as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant (other than to the extent that any such restriction would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction), unless and until any required consents shall have been obtained.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Collateral 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 Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreements (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreements) or (ii) the Termination Date, the Collateral Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral (or the Trademark Collateral so sold, transferred or otherwise disposed of, as the case may be) which has been granted hereunder. Upon any license of any Trademark Collateral in accordance with the Credit Agreements (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreements), the Collateral Agent shall, at the Grantors' request and expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to subordinate the lien on and security interest in the Trademark Collateral so licensed which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral 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, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreements.

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.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MERRILL COMMUNICATIONS LLC

By: Steven J. Machov  
Name: Steven J. Machov  
Title: Executive Vice President-General  
Counsel and Secretary

MERRILL BRINK INTERNATIONAL  
CORPORATION

By: Steven J. Machov  
Name: Steven J. Machov  
Title: Secretary

MERRILL FINE ARTS ENGRAVING, INC.

By: Steven J. Machov  
Name: Steven J. Machov  
Title: Secretary

WORDWAVE, INC.

By: Steven J. Machov  
Name: Steven J. Machov  
Title: Secretary

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

By: \_\_\_\_\_  
Name:  
Title:

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

By:  \_\_\_\_\_

Name:  
Title: Charles D. Graber  
Vice President

SCHEDULE I  
to Trademark Security Agreement

<i>Mark</i>	<i>Regis./Appl. Number File Date</i>	<i>Owner of Record</i>
MERRILL DISCOVERY NAVIGATOR	2,896,377 10/19/04	Merrill Communications LLC
JUDICATA	2,135,857 2/10/98	Merrill Communications LLC
MILLIONS OF PAGES. ONE SOLUTION.	2,895,452 10/19/04	Merrill Communications LLC
OTTOMED	2,846,190 5/25/04	Merrill Brink International Corporation
OTTOWEB	2,848,973 6/1/04	Merrill Brink International Corporation
OTTODOC	2,848,972 6/1/04	Merrill Brink International Corporation
OTTOCMS	2,891,718 8/5/04	Merrill Brink International Corporation
IBUDGET	3,012,314 11/1/05	Merrill Brink International Corporation
BRAND ON DEMAND	2,637,179 10/15/02	Merrill Fine Arts Engraving, Inc.
BRANDSTORE	2,583,215 6/18/02	Merrill Fine Arts Engraving, Inc.
COTTON FIBRE PLUS	1,644,386 5/14/91	Merrill Fine Arts Engraving, Inc.
FAE-OS	2,538,274 2/12/02	Merrill Fine Arts Engraving, Inc.
FAE-ROS	2,550,092 3/19/02	Merrill Fine Arts Engraving, Inc.
FINE ARTS	2,656,292 12/03/02	Merrill Fine Arts Engraving, Inc.
FINE ARTS & Design (Box)	2,518,610 12/11/01	Merrill Fine Arts Engraving, Inc.
FINE ARTS & Design (FAE Block)	1,612,925 9/11/90	Merrill Fine Arts Engraving, Inc.
FINE ARTS ENGRAVING	2,643,165 10/29/02	Merrill Fine Arts Engraving, Inc.
FINE ARTS ENGRAVING COMPANY	1,618,744 10/19/03	Merrill Fine Arts Engraving, Inc.
FINE ARTS QUALITY	1,704,938 8/4/92	Merrill Fine Arts Engraving, Inc.
FINE ARTS QUALITY & Design (FAE Rounded Square)	1,613,811 9/18/90	Merrill Fine Arts Engraving, Inc.
FRAGOS	2,275,772 9/7/99	Merrill Fine Arts Engraving, Inc.
HIGH IMPACT	76/488,154 2/7/03	Merrill Fine Arts Engraving, Inc.
LASER PERFECT	2,310,827 1/25/00	Merrill Fine Arts Engraving, Inc.



<i>Mark</i>	<i>Regis./Appl. Number File Date</i>	<i>Owner of Record</i>
OEPS	2,425,650 1/30/01	Merrill Fine Arts Engraving, Inc.
SHORE BOND	1,425,739 1/20/87	Merrill Fine Arts Engraving, Inc.
SHORE BOND CFP & Design	1,608,235 7/31/90	Merrill Fine Arts Engraving, Inc.
SHORE BOND GREEN LP	1,675,557 2/11/92	Merrill Fine Arts Engraving, Inc.
SHORE BOND LP & Design	1,608,232 7/31/90	Merrill Fine Arts Engraving, Inc.
SPARKLE WHITE	1,642,798 4/30/91	Merrill Fine Arts Engraving, Inc.
STATIONEERS	2,210,946 12/15/98	Merrill Fine Arts Engraving, Inc.
WEB TO PLATE	2,621,057 9/17/02	Merrill Fine Arts Engraving, Inc.
Docuserve and design	2966759 7/12/05	WordWave, Inc.
ATTORNEYCONNECT	78/465852 8/11/04	WordWave, Inc.
TRIALINK	78/637251 5/25/05	WordWave, Inc.
V and design	3019654 11/29/05	WordWave, Inc.
WORDEX	76/242547 4/18/01	WordWave, Inc.
DEPOWAVE	2566211 4/30/02	WordWave, Inc.
INFORMATION MINDED	2945923 5/3/05	WordWave, Inc.
L and design	2966409 7/12/05	WordWave, Inc.
LEGALINK	2186870 9/1/98	WordWave, Inc.
LEGALINK	2914471 12/28/04	WordWave, Inc.
MISCELLANEOUS DESIGN (Arrow Design)	2233818 3/23/99	WordWave, Inc.
TOTALTRANSCRIPT	2901609 11/9/04	WordWave, Inc.
VITAC	2033236 1/28/97	WordWave, Inc.
W and design	2795239 12/16/03	WordWave, Inc.
WORDWAVE	2795237 12/16/03	WordWave, Inc.