

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deluxe Entertainment Services, Inc.		01/27/2006	CORPORATION: DELAWARE
Deluxe Digital Media Managment, Inc.		01/27/2006	CORPORATION: DELAWARE
Deluxe Laboratories, Inc.		01/27/2006	CORPORATION: DELAWARE
Softitler Net, Inc.		01/27/2006	CORPORATION: CALIFORNIA
SHUG, Inc.		01/27/2006	CORPORATION: CALIFORNIA
Deluxe Digital Studios, Inc.		01/27/2006	CORPORATION: DELAWARE
Efilm, LLC		01/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, as First Lien Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	884371	COLOR BY DE LUXE
Registration Number:	2399113	DELUXE
Registration Number:	2348324	DELUXE
Registration Number:	2399122	DELUXE
Registration Number:	2399207	VIDEO BY DELUXE
Registration Number:	3006102	PURESTREAM
Registration Number:	2600505	QUICKMEETING

TRADEMARK

REEL: 003296 FRAME: 0236

900047420

CH \$815.00 884371

Registration Number:	2368885	QUICKMEETING DVD
Registration Number:	2767520	TOONF.I.T.
Registration Number:	2748159	TOONSTREAM
Registration Number:	2426550	VISION ENTERTAINMENT
Registration Number:	2408398	VISION ENTERTAINMENT
Registration Number:	2533989	VISION ENTERTAINMENT
Registration Number:	2504210	VISION ENTERTAINMENT
Registration Number:	2618015	VISION WORLDWIDE EXPRESS
Registration Number:	2631303	VISION WORLDWIDE EXPRESS
Registration Number:	2011274	EFILM
Registration Number:	2993621	EFILM DIGITAL LABORATORIES
Registration Number:	1951896	CINEMASCAN
Registration Number:	2902902	FCT
Registration Number:	2165430	SOFTITLER
Registration Number:	2364088	NEWSUITE
Registration Number:	2319028	CLASSICSYS
Registration Number:	2892643	SHUGAR SHACK CHOCOLATIER
Registration Number:	2162613	DVCC
Registration Number:	2323221	DVCC DIGITAL VIDEO COMPRESSION CENTER
Registration Number:	2283540	DVCC
Registration Number:	2465876	DVCC DIGITAL VIDEO COMPRESSION CENTER
Serial Number:	78687791	EWORKS
Serial Number:	76491247	EFILM
Serial Number:	76491248	EFILM DIGITAL LABORATORIES
Serial Number:	76636456	WHERE THE IMAGE IS EVERYTHING

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: Oleh.Hereliuk@federalresearch.com
 Correspondent Name: CBC Companies dba Federal Research
 Address Line 1: 1023 Fifteenth Street, NW, Ste 401
 Address Line 2: attn: Oleh Hereliuk
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	356872
-------------------------	--------

NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	04/25/2006
<p>Total Attachments: 23</p> <p>source=356872#page1.tif</p> <p>source=356872#page2.tif</p> <p>source=356872#page3.tif</p> <p>source=356872#page4.tif</p> <p>source=356872#page5.tif</p> <p>source=356872#page6.tif</p> <p>source=356872#page7.tif</p> <p>source=356872#page8.tif</p> <p>source=356872#page9.tif</p> <p>source=356872#page10.tif</p> <p>source=356872#page11.tif</p> <p>source=356872#page12.tif</p> <p>source=356872#page13.tif</p> <p>source=356872#page14.tif</p> <p>source=356872#page15.tif</p> <p>source=356872#page16.tif</p> <p>source=356872#page17.tif</p> <p>source=356872#page18.tif</p> <p>source=356872#page19.tif</p> <p>source=356872#page20.tif</p> <p>source=356872#page21.tif</p> <p>source=356872#page22.tif</p> <p>source=356872#page23.tif</p>	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Deluxe Entertainment Services, Inc.

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement (First Lien) ☐ Change of Name
☐ Other

Execution Date: January 27, 2006

2. Name and address of receiving party(ies)

Name: Credit Suisse, as First Lien Collateral Agent

Internal

Address: _____

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Bank

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 registration number(s):

A. Trademark Application No.(s)
SEE ATTACHED.B. Trademark Registration No.(s)
SEE ATTACHED.Additional number(s) attached ☒ Yes ☐ No

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

Name: Cary Lening

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

32

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

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Sophia Wilson

Name of Person Signing

Signature

April 21, 2006

Date

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

23

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 003296 FRAME: 0239

Schedule of Additional Names of Conveying Parties

Name of Entity	State of Incorporation	Type of Organization
Deluxe Digital Media Management, Inc.	Delaware	Corporation
Efilm, LLC	Delaware	Limited Liability Company
Deluxe Laboratories, Inc.	Delaware	Corporation
Softitler Net, Inc.	California	Corporation
SHUG, Inc.	California	Corporation
Deluxe Digital Studios, Inc.	Delaware	Corporation

Schedule I***U.S. Trademark Registrations*****TRADEMARKS OWNED BY *DELUXE ENTERTAINMENT SERVICES, INC.***

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE ENTERTAINMENT SERVICES, INC.	COLOR BY DELUXE	884371	13-JAN-70
DELUXE ENTERTAINMENT SERVICES, INC.	DELUXE	2399113	31-OCT-00
DELUXE ENTERTAINMENT SERVICES, INC.	DELUXE	2348324	09-MAY-00
DELUXE ENTERTAINMENT SERVICES, INC.	DELUXE & DESIGN	2399122	31-OCT-00
DELUXE ENTERTAINMENT SERVICES, INC.	VIDEO BY DELUXE & DESIGN	2399207	31-OCT-00

TRADEMARKS OWNED BY *DELUXE DIGITAL MEDIA MANAGEMENT, INC.*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	PURESTREAM	3006102	11-OCT-05
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	QUICKMEETING	2600505	30-JUL-02
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	QUICKMEETING DVD	2368885	18-JUL-00
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	TOONF.I.T.	2767520	23-SEP-03
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	TOONSTREAM	2748159	05-AUG-03
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION ENTERTAINMENT & DESIGN	2426550	06-FEB-01
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION ENTERTAINMENT	2408398	28-NOV-00
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION ENTERTAINMENT & DESIGN	2533989	29-JAN-02
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION ENTERTAINMENT	2504210	06-NOV-01
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION WORLDWIDE EXPRESS & DESIGN	2618015	10-SEP-02

[[2574309]]

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION ENTERTAINMENT & DESIGN	2631303	08-OCT-02

TRADEMARKS OWNED BY *EFILM, LLC*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
EFILM, LLC	E-FILM DIGITAL LABORATORIES & DESIGN	2011274	29-OCT-96
EFILM, LLC	E-FILM DIGITAL LABORATORIES	2993621	13-SEP-05
EFILM, LLC	CINEMASCAN	1951896	23-JAN-96

TRADEMARKS OWNED BY *DELUXE LABORATORIES, INC.*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE LABORATORIES, INC.	FCT	2902902	16-NOV-04

TRADEMARKS OWNED BY *SOFTITLER NET, INC.*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
SOFTITLER NET, INC.	SOFTITLER	2165430	16-JUN-98
SOFTITLER NET, INC.	NEWSUITE	2364088	04-JUL-00
SOFTITLER NET, INC.	CLASSICSYS	2319028	15-FEB-00

TRADEMARKS OWNED BY *SHUG, INC.*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
SHUG, INC	SHUGAR SHACK CHOCOLATIER & DESIGN	2892643	12-OCT-04

TRADEMARKS OWNED BY *DELUXE DIGITAL STUDIOS, INC.*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE DIGITAL STUDIOS II, INC. ¹	DVCC & DESIGN	2162613	2-JUN-98
DELUXE DIGITAL STUDIOS II, INC.	DVCC DIGITAL VIDEO COMPRESSION CENTER & DESIGN	2323221	29-FEB-00
DELUXE DIGITAL STUDIOS II, INC.	DVCC & DESIGN	2283540	5-OCT-99
DELUXE DIGITAL STUDIOS II, INC.	DVCC DIGITAL VIDEO COMPRESSION CENTER & DESIGN	2465876	3-JUL-01

U.S. Trademark Applications

U.S. TRADEMARK APPLICATIONS OWNED BY *EFILM, LLC*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
EFILM, LLC	EWORKS	78/687791	08-AUG-05
EFILM, LLC	E-FILM	76/491247	19-FEB-03
EFILM, LLC	E-FILM DIGITAL LABORATORIES & DESIGN	76/491248	19-FEB-03

U.S. TRADEMARK APPLICATIONS OWNED BY *DELUXE LABORATORIES, INC.*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE LABORATORIES, INC.	WHERE THE IMAGE IS EVERYTHING	76/636456	20-APR-05

¹ This is the name listed as the record owner in the U.S. Patent and Trademark Office.

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "**Agreement**") dated as of January 27, 2006, is among DELUXE ENTERTAINMENT SERVICES, INC., a Delaware corporation located at 1377 North Serrano Avenue, Los Angeles, California 90027, DELUXE DIGITAL MEDIA MANAGEMENT, INC., a Delaware corporation located at 29125 Avenue Paine, Valencia, California 91355, EFILM, LLC, a Delaware limited liability company located at 1146 North Las Palmas Avenue, Los Angeles, California 90038, DELUXE LABORATORIES, INC., a Delaware corporation located at 1377 North Serrano Avenue, Los Angeles, California 90027, SOFTTITLER NET, INC., a California corporation located at 2400 Empire Avenue, Suite 400, Burbank, California 91504, SHUG, INC., a California corporation located at 1377 North Serrano Avenue, Los Angeles, California 90027, and DELUXE DIGITAL STUDIOS, INC., a Delaware corporation, located at 2400 Empire Avenue, Suite 400, Burbank, California 91504 (each a "**Grantor**" and, collectively, "**Grantors**") and CREDIT SUISSE ("**Credit Suisse**"), as first lien collateral agent (in such capacity, the "**Collateral Agent**").

PRELIMINARY STATEMENT

Reference is made to (a) the First Lien Credit Agreement dated as of January 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Deluxe Entertainment Services Group Inc. (the "**Borrower**"), Deluxe Canada Holdings Inc., DX Holdings LLC ("**Holdings**"), the lenders from time to time party thereto (the "**Lenders**") and the Collateral Agent, and (b) the First Lien Guarantee and Collateral Agreement (U.S.) dated as of January 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrower, Holdings, the Grantors and certain affiliates thereof from time to time party thereto and Credit Suisse, as the Collateral Agent. The Lenders and the Issuing Bank (as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the

Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover (i) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any material right, title or interest of such Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law), (ii) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder to the extent that any applicable law prohibits the creation of a security interest thereon (other than to the extent that any such provision of applicable law would be rendered ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law) and (iii) any trademark applications filed in the United States Patent and Trademark Office (the “**PTO**”) on the basis of any Grantor's “intent-to-use” such marks until an appropriate amendment to allege use or statement of use is filed in and accepted by the PTO.

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth

herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this First
Lien Trademark Security Agreement as of the day and year first above written.

DELUXE ENTERTAINMENT SERVICES,
INC.,

by



Name: Michael Gunter
Title: Secretary and Treasurer

DELUXE DIGITAL MEDIA
MANAGEMENT, INC.,

by



Name: Michael Gunter
Title: Secretary and Treasurer

EFILM, LLC,

by



Name: Michael Gunter
Title: Secretary and Treasurer

DELUXE LABORATORIES, INC.,

by



Name: Michael Gunter
Title: Executive Vice President -
Finance and Business
Development, North
America, Chief Financial
Officer, Secretary and
Treasurer

SOFTTTLER NET, INC.,

by



Name: Michael Gunter

Title: Secretary and Treasurer

SHUG, INC.,

by



Name: Michael Gunter

Title: Chief Financial Officer,
Secretary and Treasurer

DELUXE DIGITAL STUDIOS, INC.,

by



Name: Michael Gunter

Title: Secretary and Treasurer

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:

Title:

by

Name:

Title:

SOFTTITLER NET, INC.,

by

Name: Michael Gunter
Title: Secretary and Treasurer

SHUG, INC.,

by

Name: Michael Gunter
Title: Chief Financial Officer,
Secretary and Treasurer

DELUXE DIGITAL STUDIOS, INC.,

by

Name: Michael Gunter
Title: Secretary and Treasurer

**CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,**

by

Name: PHILLIP HO
Title: DIRECTOR

by

Name: KARIM BLASETTI
Title: ASSOCIATE

STATE OF California ,
COUNTY OF Los Angeles)

ss:

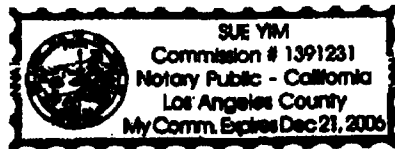
On January 25, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Gunter, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Secretary & Treasurer on behalf of DELUXE ENTERTAINMENT SERVICES, INC., a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

My Commission Expires: 12/21/2006

Sue Yim
Notary Public



[Acknowledgment to First Line Trademark Security Agreement]

STATE OF California ,
COUNTY OF Los Angeles }

ss:

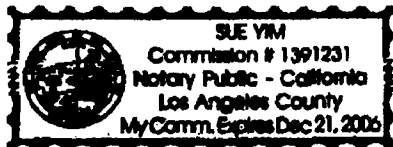
On January 25, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Gunter, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Secretary & Treasurer on behalf of DELUXE DIGITAL MEDIA MANAGEMENT, INC., a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

My Commission Expires: 12/21/2006

Sue Yim
Notary Public



[Acknowledgment to First Lien Trademark Security Agreement]

STATE OF California ,
COUNTY OF Los Angeles }

ss:

On January 25, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Hunter, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Secretary & Treasurer on behalf of EFILM, LLC, a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

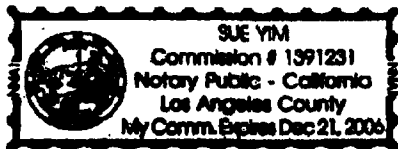
WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

My Commission Expires:

12/21/2006

Sue Yim
Notary Public



(Acknowledgment to First Lion Trademark Security Agreement)

STATE OF California,
COUNTY OF Los Angeles

ss:

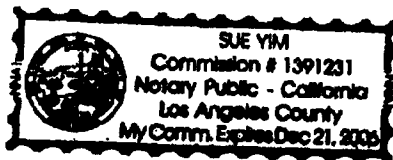
On January 25, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Gunter, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the EVP FINANCE CFO, on behalf of DELUXE LABORATORIES, INC., a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors,

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

My Commission Expires: 12/21/2006

Sue Yam
Notary Public



[Acknowledgment to First Lion Trademark Security Agreement]

STATE OF California,
COUNTY OF Los Angeles

ss:

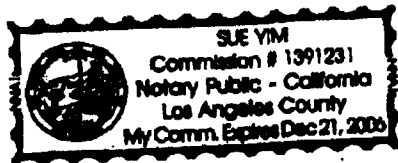
On January 25, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Hunter, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Secretary & Treasurer, on behalf of SOFTTTLER NET, INC., a California corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

My Commission Expires: 12/21/2006

Sue Yim
(Notary Public)



[Acknowledgment to First Lien Trademark Security Agreement]

STATE OF California,
COUNTY OF Los Angeles

ss:

On January 25, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Hunter, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the CFO, Secretary & Treasurer on behalf of SHUG, INC., a California corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

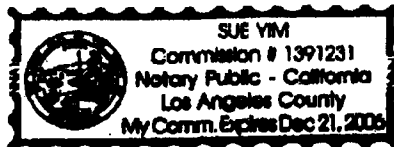
WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

My Commission Expires:

12/21/2006

Sue Yim
Notary Public



[Acknowledgment to First Lien Trademark Security Agreement]

STATE OF California,
COUNTY OF Los Angeles

ss:

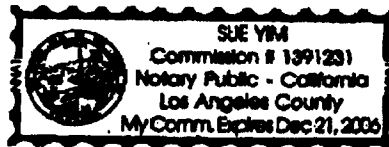
On January 25, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Gunter, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Secretary & Treasurer, on behalf of DELUXE DIGITAL STUDIOS, INC., a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

My Commission Expires: 12/21/2006

Sue Yim
Notary Public



[Acknowledgment to First Lien Trademark Security Agreement]

Schedule I***U.S. Trademark Registrations*****TRADEMARKS OWNED BY *DELUXE ENTERTAINMENT SERVICES, INC.***

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE ENTERTAINMENT SERVICES, INC.	COLOR BY DELUXE	884371	13-JAN-70
DELUXE ENTERTAINMENT SERVICES, INC.	DELUXE	2399113	31-OCT-00
DELUXE ENTERTAINMENT SERVICES, INC.	DELUXE	2348324	09-MAY-00
DELUXE ENTERTAINMENT SERVICES, INC.	DELUXE & DESIGN	2399122	31-OCT-00
DELUXE ENTERTAINMENT SERVICES, INC.	VIDEO BY DELUXE & DESIGN	2399207	31-OCT-00

TRADEMARKS OWNED BY *DELUXE DIGITAL MEDIA MANAGEMENT, INC.*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	PURESTREAM	3006102	11-OCT-05
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	QUICKMEETING	2600505	30-JUL-02
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	QUICKMEETING DVD	2368885	18-JUL-00
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	TOONF.I.T.	2767520	23-SEP-03
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	TOONSTREAM	2748159	05-AUG-03
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION ENTERTAINMENT & DESIGN	2426550	06-FEB-01
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION ENTERTAINMENT	2408398	28-NOV-00
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION ENTERTAINMENT & DESIGN	2533989	29-JAN-02
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION ENTERTAINMENT	2504210	06-NOV-01
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION WORLDWIDE EXPRESS & DESIGN	2618015	10-SEP-02

[[2574309]]

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	VISION ENTERTAINMENT & DESIGN	2631303	08-OCT-02

TRADEMARKS OWNED BY *EFILM, LLC*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
EFILM, LLC	E-FILM DIGITAL LABORATORIES & DESIGN	2011274	29-OCT-96
EFILM, LLC	E-FILM DIGITAL LABORATORIES	2993621	13-SEP-05
EFILM, LLC	CINEMASCAN	1951896	23-JAN-96

TRADEMARKS OWNED BY *DELUXE LABORATORIES, INC.*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE LABORATORIES, INC.	FCT	2902902	16-NOV-04

TRADEMARKS OWNED BY *SOFTITLER NET, INC.*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
SOFTITLER NET, INC.	SOFTITLER	2165430	16-JUN-98
SOFTITLER NET, INC.	NEWSUITE	2364088	04-JUL-00
SOFTITLER NET, INC.	CLASSICSYS	2319028	15-FEB-00

TRADEMARKS OWNED BY *SHUG, INC.*

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
SHUG, INC	SHUGAR SHACK CHOCOLATIER & DESIGN	2892643	12-OCT-04

TRADEMARKS OWNED BY DELUXE DIGITAL STUDIOS, INC.

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE DIGITAL STUDIOS II, INC. ¹	DVCC & DESIGN	2162613	2-JUN-98
DELUXE DIGITAL STUDIOS II, INC.	DVCC DIGITAL VIDEO COMPRESSION CENTER & DESIGN	2323221	29-FEB-00
DELUXE DIGITAL STUDIOS II, INC.	DVCC & DESIGN	2283540	5-OCT-99
DELUXE DIGITAL STUDIOS II, INC.	DVCC DIGITAL VIDEO COMPRESSION CENTER & DESIGN	2465876	3-JUL-01

U.S. Trademark Applications

U.S. TRADEMARK APPLICATIONS OWNED BY EFILM, LLC

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
EFILM, LLC	EWORKS	78/687791	08-AUG-05
EFILM, LLC	E-FILM	76/491247	19-FEB-03
EFILM, LLC	E-FILM DIGITAL LABORATORIES & DESIGN	76/491248	19-FEB-03

U.S. TRADEMARK APPLICATIONS OWNED BY DELUXE LABORATORIES, INC.

OWNER	MARK	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE LABORATORIES, INC.	WHERE THE IMAGE IS EVERYTHING	76/636456	20-APR-05

¹ This is the name listed as the record owner in the U.S. Patent and Trademark Office.

Non-U.S. Trademark Registrations

NON-US TRADEMARKS OWNED BY *DELUXE DIGITAL MEDIA MANAGEMENT, INC.*

OWNER	MARK	COUNTRY	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE DIGITAL MEDIA MANAGEMENT	PURESTREAM	CANADA	TMA550105	23-AUG-01
DELUXE DIGITAL MEDIA MANAGEMENT	IMAGE F.I.T. FRAME INTEGRAL TRANSFORMATION and design	CANADA	TMA412850	28-MAY-93
DELUXE DIGITAL MEDIA MANAGEMENT	MASTERMATCH and design	CANADA	TMA404051	23-OCT-92
DELUXE DIGITAL MEDIA MANAGEMENT	FRAME INTEGRAL TRANSFORMATION	CANADA	TMA395931	20-MAR-92
DELUXE DIGITAL MEDIA MANAGEMENT	INTERNATIONAL IMAGE CONVERSIONS INC. and design	CANADA	TMA351602	17-FEB-89

NON-US TRADEMARKS OWNED BY *EFILM, LLC*

OWNER	MARK	COUNTRY	APPLN./ REG. NO.	FILING/ REG. DATE
EFILM, LLC	E-FILM DIGITAL LABORATORIES	AUSTRALIA	966565	18-AUG-03
EFILM, LLC	E-FILM DIGITAL LABORATORIES & DESIGN	UNITED KINGDOM	2340891	01-OCT 04

NON-US TRADEMARKS OWNED BY *DELUXE LABORATORIES, INC.*

OWNER	MARK	COUNTRY	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE LABORATORIES, INC.	DELUXE & DESIGN	CANADA	TMA563712	19-JUN-02
DELUXE LABORATORIES, INC.	DELUXE	CANADA	TMA563786	20-JUN-02
DELUXE LABORATORIES, INC.	VIDEO BY DELUXE & DESIGN	CANADA	TMA563785	20-JUN-02
DELUXE LABORATORIES, INC.	DELUXE & DESIGN	CANADA	TMA563711	19-JUN-02
DELUXE LABORATORIES, INC.	COLOR BY DELUXE & DESIGN	CANADA	TMA566722	29-AUG-02

[[2574309]]

NON-US TRADEMARKS OWNED BY SOFTTITLER NET, INC.

OWNER	MARK	COUNTRY	APPLN./ REG. NO.	FILING/ REG. DATE
SOFTTITLER NET, INC.	SOFTTITLER	CANADA	TMA490324	20-FEB-98
SOFTTITLER NET, INC.	SOFTTITLER	E.C.	509406	16-APR-99

Non-U.S. Trademark Applications

NON-US TRADEMARK APPLICATIONS OWNED BY EFILM, LLC

OWNER	MARK	COUNTRY	APPLN./ REG. NO.	FILING/ REG. DATE
EFILM, LLC	E-FILM DIGITAL LABORATORIES & DESIGN	CANADA	118682800	18-AUG-03
EFILM, LLC	E-FILM	CANADA	118682700	18-AUG-03

[[2574309]]