

## 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
Deluxe Laboratories, Inc.		05/11/2007	CORPORATION: DELAWARE
MediaVu LLC		05/11/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	0884371	COLOR BY DE LUXE
Registration Number:	2399113	DELUXE
Registration Number:	2348324	DELUXE
Registration Number:	2399122	DELUXE
Registration Number:	2399207	VIDEO BY DELUXE
Registration Number:	3066267	MEDIAVU

## CORRESPONDENCE DATA

Fax Number:

(866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone:

3016380511

Email:

ipresearchplus@comcast.net

Correspondent Name:

IP Research Plus, Inc.

Address Line 1:

21 Tadcaster Circle

TRADEMARK

REEL: 003541 FRAME: 0288

900076804

CH \$165.00 0884371

Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 31613

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 05/14/2007

Total Attachments: 12  
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "**Agreement**") dated as of May 11, 2007, is among MEDIAVU, LLC, a California limited liability company located at 200 South Flower Street, Burbank, California 91502, 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 and SOFTTITLER NET, INC., a California 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, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Deluxe Entertainment Services Group Inc. (the "**Borrower**"), Deluxe Toronto Ltd. (successor by amalgamation to 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 and the First Lien Trademark Security Agreement dated as of January 27, 2006. 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.

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

MEDIAVU, LLC,

by

*Scott Ehrlich*

Name:

Title:

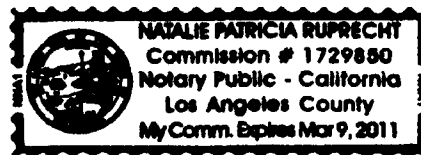
STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

ss:

On MAY 9, 2007, ~~2006~~ before me, the undersigned, a notary public in and for said state and county, personally appeared SCOTT EHRLICH, 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 Executive Vice President, on behalf of MEDIAVU, LLC, a California limited liability company, the company therein named, and acknowledged to me that the company 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)



*Natalie Ruprecht*  
Notary Public

My Commission Expires: MARCH 9, 2011

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

EFILM, LLC,

by

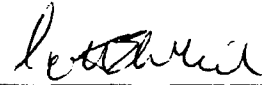


Name:

Title:

DELUXE LABORATORIES, INC.,

by




Name:

Title:

SOFTITLER NET, INC.,

by



Name:

Title:

STATE OF California )  
COUNTY OF Los Angeles )

SS:

On May 8, 2007, ~~2006~~ before me, the undersigned, a notary public in and for said state and county, personally appeared Scott Ehrlich, 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, 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)



Natalie Ruprecht  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF California )  
COUNTY OF Los Angeles )

SS:

On May 8, 2007, ~~2006~~ before me, the undersigned, a notary public in and for said state and county, personally appeared Scott Ehrlich, 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, 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)



Natalie Ruprecht  
Notary Public

My Commission Expires: \_\_\_\_\_

[First Lien Trademark Security Agmn.]

STATE OF California )  
COUNTY OF Los Angeles )

SS:

On May 8, 2007, ~~2006~~ before me, the undersigned, a notary public in and for said state and county, personally appeared Scott Ehrlich, 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, on behalf of SOFTITLER 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)



Natalie Ruprecht  
Notary Public

My Commission Expires: \_\_\_\_\_

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

by

Name:

Title:

PHILLIP HO  
DIRECTOR

by

Name:

Title:

SHAHEEN MALIK  
ASSOCIATE

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

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

**TRADEMARKS OWNED BY *MEDIAVU, LLC***

<b>OWNER</b>	<b>MARK</b>	<b>APPLN./ REG. NO.</b>	<b>FILING/ REG. DATE</b>
MEDIAVU, LLC	MEDIAVU	3066267	07-MAR-06

***Non-U.S. Trademark Registrations*****NON-US TRADEMARKS OWNED BY *EFILM, LLC***

<b>OWNER</b>	<b>MARK</b>	<b>COUNTRY</b>	<b>APPLN./ REG. NO.</b>	<b>FILING/ REG. DATE</b>
EFILM, LLC	EFILM	UNITED KINGDOM	2340890	20-APR-07
EFILM, LLC	EFILM	THAILAND	630400	03-JUL-06
EFILM, LLC	EFILM	THAILAND	630401	03-JUL-06
EFILM, LLC	EFILM	THAILAND	630402	03-JUL-06
EFILM, LLC	EFILM & DESIGN	THAILAND	630403	03-JUL-06
EFILM, LLC	EFILM & DESIGN	THAILAND	630404	03-JUL-06
EFILM, LLC	EFILM & DESIGN	THAILAND	630405	03-JUL-06
EFILM, LLC	E-FILM DIGITAL LABORATORIES	THAILAND	630406	03-JUL-06
EFILM, LLC	E-FILM DIGITAL LABORATORIES	THAILAND	630407	03-JUL-06
EFILM, LLC	E-FILM DIGITAL LABORATORIES	THAILAND	630408	03-JUL-06
EFILM, LLC	E-FILM DIGITAL LABORATORIES & DESIGN	THAILAND	630409	03-JUL-06

OWNER	MARK	COUNTRY	APPLN./ REG. NO.	FILING/ REG. DATE
EFILM, LLC	E-FILM DIGITAL LABORATORIES & DESIGN	THAILAND	630410	03-JUL-06
EFILM, LLC	E-FILM DIGITAL LABORATORIES & DESIGN	THAILAND	630411	03-JUL-06

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

OWNER	MARK	COUNTRY	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE LABORATORIES, INC.	COLOR BY DELUXE	ITALY	781265	24-MAY-99
DELUXE LABORATORIES, INC.	DELUXE DELUXE VIDEO SERVICES, S.L.	SPAIN	2281682	20-JUN-00
DELUXE LABORATORIES, INC.	DELUXE DELUXE VIDEO SERVICES, S.L.	SPAIN	2281685	20-DEC-00
DELUXE LABORATORIES, INC.	DELUXE DELUXE VIDEO SERVICES, S.L.	SPAIN	2281684	20-DEC-00
DELUXE LABORATORIES, INC.	DELUXE DELUXE VIDEO SERVICES, S.L.	SPAIN	2243990	20-FEB-01
DELUXE LABORATORIES, INC.	DELUXE ENTERTAINMENT SERVICES	SPAIN	2463690	05-AUG-02
DELUXE LABORATORIES, INC.	DELUXE ENTERTAINMENT SERVICES	SPAIN	2463691	05-AUG-02
DELUXE LABORATORIES, INC.	DELUXE ENTERTAINMENT SERVICES	SPAIN	2463692	05-AUG-02
DELUXE LABORATORIES, INC.	DELUXE MEDIA SERVICES	SPAIN	2471531	07-OCT-02
DELUXE LABORATORIES, INC.	DELUXE MEDIA SERVICES	SPAIN	2471532	07-OCT-02
DELUXE LABORATORIES, INC.	DELUXE MEDIA SERVICES	SPAIN	2471533	07-OCT-02
DELUXE LABORATORIES, INC.	DELUXE VIDEO SERVICES, S.L.	SPAIN	2281681	20-DEC-00
DELUXE LABORATORIES, INC.	DELUXE VIDEO SERVICES, S.L.	SPAIN	2281686	20-DEC-00

OWNER	MARK	COUNTRY	APPLN./ REG. NO.	FILING/ REG. DATE
DELUXE LABORATORIES, INC.	DELUXE VIDEO SERVICES, S.L.	SPAIN	2281683	20-DEC-00
DELUXE ENTERTAINMENT SERVICES, INC. <sup>1</sup>	COLOR BY DELUXE	BRAZIL	6879861	25-FEB-79

**NON-US TRADEMARKS OWNED BY *SOFTITLER NET, INC.***

OWNER	MARK	COUNTRY	APPLN./ REG. NO.	FILING/ REG. DATE
SOFTITLER NET, INC.	SOFTITLER	BRAZIL	820638536	12-DEC-99

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<sup>1</sup> This is the name listed as the record owner.