

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Custom Direct LLC		06/14/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BNP Paribas, New York Branch, as Administrative Agent
<b>Street Address:</b>	919 3rd Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Banking Corporation: FRANCE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2515178	ARTISTIC GREETINGS
Registration Number:	1836717	IMAGE CHECKS
Registration Number:	2618129	4CHECKS.COM
Registration Number:	1891702	CHECK CRAFTERS
Registration Number:	1817441	CHECK GALLERY
Registration Number:	2705957	C D CUSTOM DIRECT, INC.
Registration Number:	1839430	EARTH MATTERS
Registration Number:	2709171	EZ EZSHIELD CHECK FRAUD PROTECTION PROGRAM
Registration Number:	2712881	LIFECHECKS
Registration Number:	1410489	MESSAGE!CHECK
Registration Number:	1967440	MESSAGE!PRODUCTS
Registration Number:	2631355	THE STYLES CHECK COMPANY
Registration Number:	2346187	UNIQUE!CHECKS

**CH \$515.00 2515178**

Registration Number:	2981333	EZ EZSHIELD
Registration Number:	3003544	4 4CHECKS.COM
Registration Number:	3209238	ARTISTIC CHECKS
Serial Number:	78784585	SALT & LIGHT
Serial Number:	78963585	SECURIGUARD
Serial Number:	78784577	UNIQUE PRODUCTS
Registration Number:	2774601	EZ

**CORRESPONDENCE DATA**

Fax Number: (212)822-5423  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-530-5000  
Email: jnici@milbank.com  
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP  
Address Line 1: One Chase Manhattan Plaza  
Address Line 2: rm. 4640  
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	27743-09000
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	07/09/2007

**Total Attachments: 9**

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EXECUTION COUNTERPARTY

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of June 14, 2007, is made by the Grantors listed on the signature pages hereof (collectively, the "Grantors") in favor of BNP Paribas, as administrative agent for the Secured Parties (the "Administrative Agent"). Terms defined in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Security Agreement.

**WHEREAS**, Edgestone CD Acquisition Corp., a Delaware corporation (the "Parent Borrower"), Custom Direct, Inc., a Delaware corporation ("CDI") and Custom Direct LLC, a Delaware limited liability company ("CDLLC") and together with the Parent Borrower and CDI, the "Borrowers"), the Subsidiary Guarantors party thereto, the lenders party thereto (the "Lenders") and the Administrative Agent are parties to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, to induce the Lenders to enter into the Credit Agreement, the Grantors have agreed to enter into the Second Lien Security Agreement dated as of the date hereof, between the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and this IP Security Agreement.

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for itself and for the ratable benefit of the Secured Parties, as security for the prompt payment in full when due of all payment Obligations (when used herein as defined in the Credit Agreement) and the performance and observance by each Grantor and each other Obligor of all other Obligations, and in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration the receipt and adequacy whereof are hereby acknowledged, each Grantor does hereby grant, bargain, sell, assign, transfer, convey, mortgage, and pledge unto the Administrative Agent, its successors and assigns, for the ratable security and benefit of the Secured Parties, a Lien on and security interest in all estate, right, title and interest of such Grantor in, to and under the following, whether now owned or hereafter acquired, and wherever located (the "Collateral"):

- (a) the patents and patent applications set forth in Schedule A hereto;

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any application for trademarks and service marks filed in the U.S. Patent and Trademark Office on the basis of a Grantor's intent to use such mark pursuant to 15 U.S.C. §1051 Section (b)(1) and for which a form evidencing use of the mark in interstate commerce has not been filed with the U.S. Patent and Trademark Office pursuant to 15 U.S.C §1060(a)), together, in each case, with the goodwill symbolized thereby;

(c) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all Proceeds of any and all of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor under the Loan Documents.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Unless otherwise expressly provided in this IP Security Agreement, and subject to Section 6, if any provision contained in this IP Security Agreement conflicts with any provision of any other Loan Document, the provision contained in this IP Security Agreement shall govern and control, except to the

extent of a conflict with the Credit Agreement or the Security Agreement, in which case, subject to Section 6, the Loan Agreement or the Security Agreement (as applicable) shall control; provided, that the inclusion of supplemental rights or remedies in favor of the Administrative Agent or the Lenders in any other Loan Document shall not be deemed a conflict with this IP Security Agreement.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.


Section 7. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the law of the State of New York.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

**GRANTORS**

**EDGESTONE CD ACQUISITION CORP.**

By   
Name:  
Title:

**CUSTOM DIRECT, INC.**

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

**CUSTOM DIRECT LLC**

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

**UNIQUE CHECKS, INC.**

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

**EZSHIELD LLC**

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

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

**GRANTORS**

**EDGESTONE CD ACQUISITION CORP.**

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

**CUSTOM DIRECT, INC.**

By Brian D. Bennett  
Name:  
Title:

**CUSTOM DIRECT LLC**

By Brian D. Bennett  
Name:  
Title:

**UNIQUE CHECKS, INC.**

By Brian D. Bennett  
Name:  
Title:


**EZSHIELD LLC**

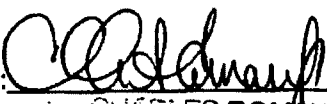
By Brian D. Bennett  
Name:  
Title:

**Second Lien IP Security Agreement**

ACCEPTED AND AGREED  
as of the date first above written:

BNP PARIBAS,  
as Administrative Agent

By:   
Name: CECILE SCHERER  
Title: Director  
Merchant Banking Group

By:   
Name: CHARLES ROMANO  
Title: VICE PRESIDENT

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]



**SCHEDULE A:**

**PATENTS AND PATENT APPLICATIONS**

1. Canadian Application, Serial No. 2,437,875 Filed: August 19, 2003
2. US Application, Serial No. 60/418,936 Filed: October 15, 2002
3. US Application, Serial No. 10/685,206 Filed: October 14, 2003 (ref #: US2004/0083140)
4. US Application, Serial No. 11/328,362 Filed: January 9, 2006 (ref #: US2006/0122933)
5. New Utility Patent Application filed by Custom Direct Inc. on January 9, 2006 for "System and Method for Providing Recovery for Victims of Check Fraud"

**SCHEDULE B:**

**TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Registration / Application No.</b>	<b>Registration Date</b>
Artistic Greetings	2515178	December 4, 2001
Image Checks [and design]	1836717	May 17, 1994
4Checks.com	2618129	September 10, 2002
Check Crafters	1891702	April 25, 1995
Check Gallery	1817441	January 18, 1994
CD Custom Direct, INC [and design]	2705957	April 15, 2003
Earth Matters	1839430	June 14, 1994
EZ EZShield Check Fraud Protection Program [and design]	2709171	April 22, 2003
Life Checks	2712881	May 6, 2003
Message! Check	1410489	September 23, 1996
Message! Products	1967440	April 9, 1996
The Styles Check Company	2631355	October 8, 2002
Unique! Checks [stylized]	2346187	April 25, 2000
EZ EZ Shield	2981333	August 2, 2005
4checks.com	3003544	October 4, 2005
Artistic Checks	3209238	February 13, 2007
Salt & Light	App.No.78-784585	
Securiguard	App.No.78-963585	
Unique Products	App.No.78-784577	
EZ design	2774601	October 21, 2003
Artisstix	1565847	November 14, 1989
Fastamp	1404015	August 5, 1986
The Impressable	1466334	November 24, 1987

Pending Mark: GigglePrint

**SCHEDULE C:**  
**COPYRIGHT REGISTRATIONS AND APPLICATIONS**  
**AND EXCLUSIVE COPYRIGHT LICENSES**

None.