

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
PRESS-A-PRINT INTERNATIONAL, LLC		10/10/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	CHURCHILL FINANCIAL LLC, as Administrative Agent
Street Address:	666 Third Avenue, 29th Floor
Internal Address:	c/o ICV Capital Partners, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3128697	À
Registration Number:	2389055	
Registration Number:	3034714	PRESS! À PRINT
Registration Number:	1807248	UTURN
Registration Number:	2255358	PRESS-A-PRINT

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-318-6556
 Email: Oleh.Hereliuk@federalresearch.com
 Correspondent Name: Paul Hastings, LLP
 Address Line 1: 75 E 55th St.
 Address Line 2: Attn: Kathleen Mangual
 Address Line 4: New York, NEW YORK 10022

CH \$140.00 3128697

ATTORNEY DOCKET NUMBER:	397484
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	10/18/2007

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 10, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CHURCHILL FINANCIAL LLC ("Churchill"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 10, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PRESS-A-PRINT International, LLC, a California limited liability company (the "Borrower"), ICV PRESS-A-PRINT Holdings, Inc., a Delaware corporation, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 10, 2007, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, the registered Copyrights listed on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those issued Patents and pending applications listed on Schedule-1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those registered Trademarks and applications for registration of Trademarks listed on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Intellectual Property Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Release of Security Interest. Upon the release of the Collateral from the Lien and security interest created by the Guaranty and Security Agreement and termination of the Guaranty and Security Agreement and Credit Agreement and all obligations (other than those expressly stated to survive such termination) of each Grantor thereunder, upon request of a Grantor the Administrative Agent shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination and the release of the security interest granted pursuant to this Intellectual property Security Agreement.

Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

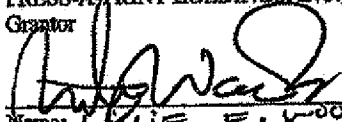
PRESS-A-PRINT INTERNATIONAL, LLC, as
Grantor

By: *Kendall Koplin, CFO*
Name: *Kendall Koplin*
Title: *Chief Financial Officer*

Signature Page to IP Security Agreement

ICV PRESS-A-PRINT HOLDINGS, INC., as
Grantor

By:


Name: WILLIE E. WOODS
Title: PRESIDENT

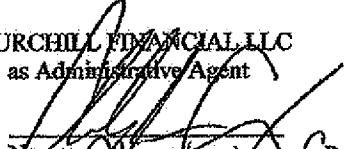
Signature Page to IP Security Agreement

TRADEMARK
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ACKNOWLEDGED AND AGREED
as of the date first above written:

CHURCHILL FINANCIAL LLC
as Administrative Agent

By:


Name: Christopher Cox
Title: Managing Director.

Signature Page to IP Security Agreement

TRADEMARK
REEL: 003642 FRAME: 0340

ACKNOWLEDGMENT OF GRANTOR

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 10 day of DECEMBER, 2007 before me personally appeared Kendall Koplin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of [Press & Print 2011], who being by me duly sworn did depose and say that he is an authorized officer of said [corporation/limited liability company], that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Betty J. Bjornlie
Notary Public
My Commission expires 12/11/09

BETTY J. BJORNLIE
NOTARY PUBLIC
STATE OF IDAHO

**Schedule 1A
to
Intellectual Property Security Agreement**

- A. PRESS-A-PRINT INTERNATIONAL LLC & ICV PRESS-A-PRINT HOLDINGS,
INC. REGISTERED COPYRIGHTS

None.

- B. PRESS-A-PRINT INTERNATIONAL LLC & ICV PRESS-A-PRINT HOLDINGS,
INC. COPYRIGHT APPLICATIONS

None.

Schedule 1B
to
Intellectual Property Security Agreement

A. PRESS-A-PRINT INTERNATIONAL LLC ISSUED PATENTS

Disc. By Company	Patent Title	Country	Status	App. No.	Filing Date	Pub. No./ Patent No.	Pub. Date/ Grant Date	Owner	Comments
No	Carousel confection dispenser	U.S.	Granted	D 509,421	4/12/90	D331,603	12/08/92	U.S. Vend Technologies, LLC	Expires 12/8/06.
No	Pad printer cartridge and reciprocating table having bearing member	U.S.	Granted	10/470,578	1/28/98	6,857,362	2/22/05	Printa Systems, Inc.	Owner is predecessor in title by assignment to Press-A-Print International LLC; company to confirm if related.
No	Screen printing device	Australia	Pending application	20032003231	8/8/03	N/A	N/A	Duke W. Goss (Inventor)	U.S. counterpart was disclosed.
No	Screen printing device	Canada	Pending application	2437653	8/19/03	N/A	N/A	Duke W. Goss (Inventor)	U.S. counterpart was disclosed.

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Disc. By Company	Patent Title	Country	Status	App. No.	Filing Date	Pub. No./ Patent No.	Pub. Date/ Grant Date	Owner	Comments
No	Screen printing device	European patent	Published application	2003077841	9/9/03	1,398,153	3/17/04	Duke W. Goss (Inventor)	U.S. counterpart was disclosed.
No	Screen printing machine including exposure unit	U.S.	Granted	10/635,085	8/5/03	7,024,993	4/11/06	Duke W. Goss (Inventor)	Related patent disclosed by company.
Yes	Cabinet	U.S.	Granted	D 158,052	3/27/02	D471,734	3/18/03	Duke W. Goss (Inventor)	No assignment from inventor. Bill of Sale/Assignment from Printa Systems, Inc. to Press-a-Print International, LLC dated 6/24/05 included in disclosure but not reflected in the record.
Yes	Force adjustment device in a manual pad printer	U.S.	Expired	07/684,282	4/12/91	5,119,724	6/9/92	Tai Chung Metal Factory HK	Expired 1996
Yes	Manual pad printer	U.S.	Granted	D 037,710	4/19/95	D372,260	7/30/96	Press-a-Print International, LLC	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Disc. By Company	Patent Title	Country	Status	App. No.	Filing Date	Pub. No./ Patent No.	Pub. Date/ Grant Date	Owner	Comments
Yes	Screen printing device	U.S.	Granted	10/243,177	9/13/02	6,883,425	4/26/02	Dulce W. Goss (Inventor)	No assignment from inventor. Bill of Sale/Assignment from Printa Systems, Inc. to Press-a-Print International, LLC dated 6/24/05 included in disclosure but not reflected in the record.

B. PRESS-A-PRINT INTERNATIONAL LLC PATENT APPLICATIONS

None.

C. ICV PRESS-A-PRINT HOLDINGS, INC. ISSUED PATENTS

None.

D. ICV PRESS-A-PRINT HOLDINGS, INC. PATENT APPLICATIONS




None.

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INTELLECTUAL PROPERTY SECURITY AGREEMENT




Schedule 1C
to
Intellectual Property Security Agreement

A. PRESS-A-PRINT INTERNATIONAL LLC REGISTERED TRADEMARKS

Disc. By Company	Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Goods/ services	Owner	Comments
No	A 	U.S.	Registered	3,128,697	8/15/06	(Int. Cl. 9) Manual pressure operated pad printers	Press-a-Print International, LLC California Limited Liability Co. 1463 Commerce Way Idaho Falls, ID 83401	
No	Design Only 	U.S.	Registered	2,389,055	9/26/00	(Int. Cl. 7) Manual pad printers	Press-a-Print International, LLC 19800 McArthur Blvd. Irvine, CA 92612	
No	PRESS A PRINT 	U.S.	Registered	3,034,714	12/27/05	(Int. Cl. 9) Manual pad printers	Press-a-Print International, LLC California Limited Liability Co. 1463 Commerce Way Idaho Falls, ID 83401	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Discl. By Company	Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Goods/ services	Owner	Comments
No	UTURN & Design 	Canada	Registered	TMA463120	11/30/93	(Int. Cl. 9) Vending machines for bulk food intended for human consumption	U.S. Vend Technology Inc. P.O. Box 3111 Idaho Falls, ID 83401	Owner appears to be a predecessor in title to US. Vend Technologies LLC
No	UTURN 	U.S.	Registered	1,807,248	11/30/93	(Int. Cl. 9) Vending machines for bulk food intended for human consumption	U.S. Vend Technologies, LLC 19800 McArthur Blvd. Irvine, CA 92612	
Yes	PRESS A PRINT & Design 	Canada	Registered	TMA476141	5/13/97	(Int. Cl. 7,9) Manual pad printers	Press-a-Print International, LLC 19800 McArthur Blvd. Irvine, CA 92612	
Yes	PRESS-A-PRINT	Australia	Registered Trade Name	0189924T	10/16/96	N/A	N/A	Registered Trade Name, unable to confirm
Yes	PRESS-A-PRINT	U.S.	Registered	2,255,358	6/22/99	(Int. Cl. 7) Manual pad printers	Press-a-Print International, LLC 19800 McArthur Blvd. Irvine, CA 92612	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Disc. By Company	Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Goods/ services	Owner	Comments
Yes	PRESS-A-PRINT PRESS-A-PRINT	Mexico	Registered	624731	9/27/99	(Int. Cl. 7) Manual pad printers	Galen Nelson and Ray Peterson	Chain of title update required.

B. PRESS-A-PRINT INTERNATIONAL LLC TRADEMARK APPLICATIONS

None.

C. ICV PRESS-A-PRINT HOLDINGS, INC. REGISTERED TRADEMARKS

None.

D. ICV PRESS-A-PRINT HOLDINGS, INC. TRADEMARK APPLICATIONS

None.