

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quebecor World Inc.		01/21/2008	CORPORATION:
Quebecor World (USA) Inc.		01/21/2008	CORPORATION:
Quebecor Printing Holding Company		01/21/2008	COMPANY:
QW Memphis Corp.		01/21/2008	CORPORATION:
The Webb Company		01/21/2008	COMPANY:
Quebecor World Memphis LLC		01/21/2008	LIMITED LIABILITY COMPANY:
Quebecor World Printing (USA) Corp.		01/21/2008	CORPORATION:
Quebecor World Loveland Inc.		01/21/2008	CORPORATION:
Quebecor World Systems Inc.		01/21/2008	CORPORATION:
Quebecor World San Jose Inc.		01/21/2008	CORPORATION:
Quebecor World Buffalo Inc.		01/21/2008	CORPORATION:
Quebecor World Johnson & Hardin Co.		01/21/2008	COMPANY:
Quebecor World Northeast Graphics Inc.		01/21/2008	CORPORATION:
Quebecor World UP/Graphics Inc.		01/21/2008	CORPORATION:
Quebecor World Great Western Publishing Inc.		01/21/2008	CORPORATION:
Quebecor World DB Acquisition Corp.		01/21/2008	CORPORATION:
WCP-D, Inc.		01/21/2008	CORPORATION:
Quebecor World Taconic Holdings Inc.		01/21/2008	CORPORATION:
Quebecor World Retail Printing Corporation		01/21/2008	CORPORATION:
Quebecor World Arcata Corp.		01/21/2008	CORPORATION:
Quebecor World Nevada Inc.		01/21/2008	CORPORATION:
Quebecor World Atglen Inc.		01/21/2008	CORPORATION:
Quebecor World Krueger		01/21/2008	CORPORATION:

CH \$490.00 2696606

Acquisition Corporation			
Quebecor World Book Services LLC		01/21/2008	LIMITED LIABILITY COMPANY:
Quebecor World Dubuque Inc.		01/21/2008	CORPORATION:
Quebecor World Pendell Inc.		01/21/2008	CORPORATION:
Quebecor World Fairfield Inc.		01/21/2008	CORPORATION:
QW New York Corp.		01/21/2008	CORPORATION:
Quebecor World Dallas II Inc.		01/21/2008	CORPORATION:
Quebecor World Nevada II LLC		01/21/2008	LIMITED LIABILITY COMPANY:
Quebecor World Dallas, L.P.		01/21/2008	LIMITED PARTNERSHIP:
Quebecor World Mt. Morris II LLC		01/21/2008	LIMITED LIABILITY COMPANY:
Quebecor World Petty Printing Inc.		01/21/2008	CORPORATION:
Quebecor World Hazelton Inc.		01/21/2008	CORPORATION:
Quebecor World Olive Branch Inc.		01/21/2008	CORPORATION:
Quebecor World Dittler Brothers Inc.		01/21/2008	CORPORATION:
Quebecor World Atlanta II LLC		01/21/2008	LIMITED LIABILITY COMPANY:
Quebecor World Rai Inc.		01/21/2008	CORPORATION:
Quebecor World KRI Inc.		01/21/2008	CORPORATION:
Quebecor World Century Graphics Corporation		01/21/2008	CORPORATION:
Quebecor World Waukee Inc.		01/21/2008	CORPORATION:
Quebecor World Logistics Inc.		01/21/2008	CORPORATION:
Quebecor World Mid-South Press Corporation		01/21/2008	CORPORATION:
Quebecor World Capital Corporation		01/21/2008	CORPORATION:
Quebecor World Capital II GP		01/21/2008	COMPANY:
Quebecor World Capital II LLC		01/21/2008	LIMITED LIABILITY COMPANY:
WCZ, LLC		01/21/2008	LIMITED LIABILITY COMPANY:
Quebecor World Lease GP		01/21/2008	COMPANY:
Quebecor World Lease LLC		01/21/2008	LIMITED LIABILITY COMPANY:
Quebecor Printing Aviation Inc.		01/21/2008	CORPORATION:
Quebecor World Lincoln Inc.		01/21/2008	CORPORATION:
Quebecor World Magna Graphic Inc.		01/21/2008	CORPORATION:
Quebecor World Eusey Press		01/21/2008	COMPANY:
Quebecor World Infiniti Graphics			

Inc.

01/21/2008

CORPORATION:

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	Eleven Madison Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2696606	QUE-NET MEDIA
Registration Number:	2873141	CATALOG MAGICIAN
Registration Number:	2888166	PUBVALET
Registration Number:	2852410	SKUCENTRIC
Registration Number:	2790211	I-FICIENT
Registration Number:	2790210	COFICIO
Registration Number:	2850081	IMAGEVALET
Registration Number:	2847161	MEDIAZONE
Registration Number:	2850074	CATALOGVALET
Registration Number:	2859292	SKUCASTER
Registration Number:	2857194	AD-FICIENT
Registration Number:	3034147	RESPONSEBRIDGE
Registration Number:	2821205	QWEXPRESS
Registration Number:	2530668	E-DRIVE
Registration Number:	1391141	COLORSCOPE
Registration Number:	1618102	
Registration Number:	1781875	GREAT WESTERN PUBLISHING
Registration Number:	1743735	DITTLER BROTHERS
Registration Number:	1540990	BOUNCE BACK BRC

CORRESPONDENCE DATA

Fax Number: (646)848-4455

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

Phone: (212) 848-4455

Email: jlik@shearman.com
Correspondent Name: Gloria Jung
Address Line 1: Shearman & Sterling LLP
Address Line 2: 599 Lexington Ave.
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	2093/142
NAME OF SUBMITTER:	Gloria Jung
Signature:	/gloria jung/
Date:	01/31/2008

Total Attachments: 62

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated January 21, 2008, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Credit Suisse (the “*Collateral Agent*”), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Quebecor World Inc., a corporation amalgamated under the laws of Canada and having its registered office in Montreal, Province of Québec, Canada, and Quebecor World (USA) Inc., a Delaware corporation, have entered into a Credit Agreement dated as of January 21, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with the other Loan Parties party thereto, Credit Suisse, as Administrative Agent, Credit Suisse, as Collateral Agent, the Lender Parties party thereto, and Morgan Stanley Senior Funding, Inc., as Syndication Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered Article IX of the Credit Agreement to the Collateral Agent.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) 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;

(v) 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

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any 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 of all Obligations of such Grantors now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

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.

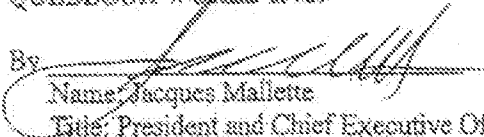
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

QUEBECOR WORLD INC.

By


Name: Jacques Mallette

Title: President and Chief Executive Officer

QUEBECOR WORLD (USA) INC.

By Denise Mc-Caithy
Title: President

NYDC0302829983

Quebecor - DRP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0009

QUEBECOR PRINTING HOLDING COMPANY

By David M^cCarthy
Name: DAVID MCCARTHY
Title: President

NYDKC80282990

Quebecor - DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0010

QW MEMPHIS CORP.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice-President

THE WEBB COMPANY

By David McCarthy
Name: DAVID MCCARTHY
Title: President

QUEBECOR WORLD MEMPHIS LLC

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

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Quebecor - DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0013

QUEBECOR WORLD PRINTING (USA)
CORP.

By David McCarthy
Name: DAVID MCCARTHY
Title: President

NYEX000002829990

Quebecor - DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0014

QUEBECOR WORLD LOVELAND INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYTXCS2262998

Quebecor - DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0015

QUEBECOR WORLD SYSTEMS INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: President

NYDXC002/029900

Quebecor - DRP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0016

QUEBECOR WORLD SAN JOSE INC.

By David M. McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYDQEN03/82990

Outbox - DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0017

QUEBECOR WORLD BUFFALO INC.

By David McCarthy
Name: DAVID Mc-CARTHY
Title: Vice President

QUEBECOR WORLD JOHNSON &
HARDIN CO.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYDOC000000000000

Quebecor - DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0019

QUEBECOR WORLD NORTHEAST
GRAPHICS INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD UP/GRAPHICS
INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: President

QUEBECOR WORLD GREAT WESTERN
PUBLISHING INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

RYDXXC82280980

Quebecor -- DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0022

QUEBECOR WORLD DB ACQUISITION
CORP.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

WCP-D, INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYTXC0002/02998

Quebec - DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0024

QUEBECOR WORLD TACONIC
HOLDINGS INC.

By: David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD RETAIL
PRINTING CORPORATION

By: David M.Carthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD ARCATA CORP.

By: David McCarthy
Name: DAVID M-CARTHY
Title: Vice President

QUEBECOR WORLD NEVADA INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD ATGLEN INC.

By David McCarthy
Name: DAVID M^C CARTHY
Title: Vice President

NY10CS12/2000

Quebecor - DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0029

QUEBECOR WORLD KRUEGER
ACQUISITION CORPORATION

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD BOOK SERVICES
LLC

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYDOC002/0000

Quebecor - IIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0031

QUEBECOR WORLD DUBUQUE INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD PENDELL INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYDCS0282998

Quebecor - DIS IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0033

QUEBECOR WORLD FAIRFIELD INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QW NEW YORK CORP.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD DALLAS II INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYDC52022996

Quebecor - IIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0036

QUEBECOR WORLD NEVADA II LLC

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD DALLAS, L.P.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD MT. MORRIS II
LLC

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYDX0000029000

Quebecor - DIP IP Security Agreement

QUEBECOR WORLD PETTY PRINTING
INC.

By: David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYSOC202229980

Quebecor - DRIP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0040

QUEBECOR WORLD HAZELTON INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD OLIVE BRANCH
INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD DITTLER
BROTHERS INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD ATLANTA II LLC

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD RATING INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD KRI INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYXG7502/82950

Quebecor - DIF IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0046

QUEBECOR WORLD CENTURY
GRAPHICS CORPORATION

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD WAUKEE INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD LOGISTICS INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD MID-SOUTH
PRESS CORPORATION

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD CAPITAL
CORPORATION

By David McCarthy
Name: DAVID MCCARTHY
Title: President

QUEBECOR WORLD CAPITAL II GP

By David McCarthy

Name: DAVID MCCARTHY

Title: President

QUEBECOR WORLD CAPITAL II LLC

By: David McCarthy
Name: DAVID Mc-CARTHY
Title: President

NYD0030282990

Quebecor - DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0053

WCZ, LLC

By David M.Carthy
Name: DAVID MCCARTHY
Title: Vice President

NVEK392/22991

Quelmore - ERP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0054

QUEBECOR WORLD LEASE OF

By David McCarthy
Name: DAVID MCCARTHY
Title: President

QUEBECOR WORLD LEASE LLC

By David McCarthy
Name: DAVID MCCARTHY
Title: President

QUEBECOR PRINTING AVIATION INC.

By David McCarthy
Name: DAVID MC-CARTHY
Title: President

N920CS0282090

Quebecor - DIP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0057

QUEBECOR WORLD LINCOLN INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD MAGNA GRAPHIC
INC.

By: David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

NYDCS02/2006

Quebecor - DRP IP Security Agreement

TRADEMARK
REEL: 003710 FRAME: 0059

QUEBECOR WORLD EUSEY PRESS
INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

QUEBECOR WORLD INFINITI
GRAPHICS INC.

By David McCarthy
Name: DAVID MCCARTHY
Title: Vice President

SCHEDULE A


U.S. PATENTS AND PATENT APPLICATIONS

<u>Description</u>	<u>Assignee</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent Reg. No.</u>
Binding and forming processes utilizing pre-personalized components and media incorporating such components	Quebecor World (USA) Inc.	09361648	July 27, 1999	6240334
Tiered shadowbox pop-up structures	Quebecor World (USA) Inc.	09596917	June 20, 2000	6386370
Game pieces with rails containing prize-validity information	Quebecor World (USA) Inc.	10334443	December 30, 2002	
Scratch-off cards	Quebecor World (USA) Inc.	10346211	January 16, 2003	
Graphical User Interface System & Method for Visually Gauging Network Performance	Quebecor World (USA) Inc.	10224443	August 19, 2002	6728219

SCHEDULE B

U.S. REGISTERED TRADEMARKS & PENDING APPLICATIONS

	Trademark	Registrant	Serial No.	Registration No.
1	QUE-NET MEDIA	Quebecor World Inc. (Canada)	78011245 (filed June 5, 2000)	2696606 (registered March 11, 2003)
2	CATALOG MAGICIAN	Quebecor World Inc. (Canada)	76307107 (filed August 31, 2001)	2873141 (registered August 17, 2004)
3	PUBVALET	Quebecor World Inc. (Canada)	76306972 (filed August 31, 2001)	2888166 (registered September 28, 2004)
4	SKUCENTRIC	Quebecor World Inc. (Canada)	76306971 (filed August 31, 2001)	2852410 (registered June 15, 2004)
5	I-FICIENT	Quebecor World Inc. (Canada)	76295035 (filed August 6, 2001)	2790211 (registered December 9, 2003)
6	COFICIO	Quebecor World Inc. (Canada)	76295034 (filed August 6, 2001)	2790210 (registered December 9, 2003)
7	IMAGEVALET	Quebecor World Inc. (Canada)	76282031 (filed July 10, 2001)	2850081 (registered June 8, 2004)
8	MEDIAZONE	Quebecor World Inc. (Canada)	76273150 (filed June 19, 2001)	2847161 (registered June 1, 2004)
9	CATALOGVALET	Quebecor World Inc. (Canada)	76272473 (filed June 18, 2001)	2850074 (registered June 8, 2004)
10	SKUCASTER	Quebecor World Inc. (Canada)	76272472 (filed June 18, 2001)	2859292 (registered July 6, 2004)
11	AD-FICIENT	Quebecor World Inc. (Canada)	76272423 (filed June 18, 2001)	2857194 (registered June 29, 2004)
12	RESPONSEBRIDGE	Quebecor World Logistics Inc. (Delaware)	78233557 (filed April 3, 2003)	3034147 (registered January 29, 2005)
13	QWEXPRESS	Quebecor World Logistics Inc. (Delaware)	78191015 (filed December 4, 2002)	2821205 (registered March 9, 2004)
14	E-DRIVE	Quebecor World (USA) Inc. (Delaware)	76000926 (filed March 15, 2000)	2530668 (registered January 15, 2002)
15	COLORSCOPE	Quebecor World (USA) Inc. (Delaware)	73510080 (filed November 23, 1984)	1391141 (registered April 22, 1986)


16		Quebecor World (USA) Inc. (Delaware)	73804399 (filed June 5, 1989)	1618102 (registered October 16, 1990)
17	GREAT WESTERN PUBLISHING	Quebecor World Great Western Publishing Inc. (Arizona)	74212910 (filed October 17, 1991)	1781875 (registered July 13, 1993)
18	DITTLER BROTHERS	Quebecor World Dittler Brothers Inc. (Georgia)	74200864 (filed September 5, 1991)	1743735 (registered December 29, 1992)
19	BOUNCE BACK BRC	Quebecor World Dittler Brothers Inc. (Georgia)	73715931 (filed March 10, 1988)	1540990 (registered May 23, 1989)

STATE TRADEMARK REGISTRATION

	Trademark	Registrant	State	Registration No.	Registration Date
1	GREAT WESTERN PUBLISHING - Lettres Stylisées	Quebecor World Great Western Publishing Inc.	Arizona	1975-10-21	August 10, 1989

CANADIAN TRADEMARK REGISTRATIONS

	Trademark	Registrant	Application No.	Registration No.
1.	AD-FICIENT	Quebecor World Inc.	1,105,305 (Filed June 5 2001)	TMA589,044 (Registered September 8 2003)
2.	CATALOG MAGICIAN (CATALOG disclaimed)	Quebecor World Inc.	1,111,564 (Filed August 2 2001)	TMA589,010 (Registered September 5 2003)
3.	CATALOGVALET	Quebecor World Inc.	1,105,306 (Filed June 5 2001)	TMA589,503 (Registered September 11 2003)
4.	COFICIO	Quebecor World Inc.	1,104,702 (Filed May 30 2001)	TMA578,963 (Registered April 4 2003)
5.	COULEUR EXTRÊME (COULEUR disclaimed)	Quebecor World Inc.	850,803 (Filed July 14 1997)	TMA505,758 (Registered December 18 1998)
6.	EXTREME COLOUR (COLOUR disclaimed)	Quebecor World Inc.	850,804 (Filed July 14 1997)	TMA505,759 (Registered December 18 1998)
7.	L-FICIENT	Quebecor World Inc.	1,104,992 (Filed May 31 2001)	TMA578,946 (Registered April 4 2003)

	Trademark	Registrant	Application No.	Registration No.
8.	IMAGEVALET	Quebecor World Inc.	1,107,510 (Filed June 26 2001)	TMA589,138 (Registered September 8 2003)
9.	INTÉGRER UN MONDE NUMÉRIQUE (MONDE NUMÉRIQUE disclaimed)	Quebecor World Inc.	1,087,839 (Filed December 28 2000)	TMA608,144 (Registered April 21 2004)
10.	LINKING A DIGITAL WORLD (DIGITAL WORLD disclaimed)	Quebecor World Inc.	1,085,115 (Filed December 4 2000)	TMA589,291 (Registered September 9 2003)
11.	MEDIAZONE	Quebecor World Inc.	1,087,840 (Filed December 28 2000)	TMA574,117 (Registered January 21 2003)
12.	PUBVALET	Quebecor World Inc.	1,104,967 (Filed May 31 2001)	TMA598,128 (Registered December 18 2003)
13.	QUE-NET	Quebecor World Inc.	1,022,606 (Filed July 15 1999)	TMA585,701 (Registered July 22 2003)
14.	QUE-NET MEDIA (MEDIA disclaimed)	Quebecor World Inc.	1,074,168 (Filed September 8 2000)	TMA570,360 (Registered November 6 2002)
15.	QUE-NET MEDIA & Design  (NET and MEDIA disclaimed)	Quebecor World Inc.	1,085,114 (Filed December 4 2000)	TMA579,810 (Registered April 24 2003)
16.	SKUCASTER	Quebecor World Inc.	1,104,701 (Filed May 30 2001)	TMA589,004 (Registered September 5 2003)
17.	SKUCENTRIC	Quebecor World Inc.	1,104,700 (Filed May 30 2001)	TMA589,299 (Registered September 9 2003)
18.	R F DESIGN 	Quebecor Printing Inc. / Imprimeries Quebecor Inc.	438,196 (Filed April 9 1979)	TMA252,737 (Registered November 14 1980)

	Trademark	Registrant	Application No.	Registration No.
19.	TRIANGLE & DESIGN 	Ronalds-Federsted Western Limited	284,205 (Filed August 21 1964)	TMA139,844 (Registered April 9 1965)
20.	SECURITONE	British American Bank Note Inc.	02223547 (Filed February 22, 1954)	UCA47336 (Registered February 22, 1954)
21.	QWEXPRESS	Quebecor World Logistics Inc. (Delaware)	1189433 (Filed June 4, 2003)	TMA625708 (Registered November 17, 2004)
22.	HANDS-ON TECH	Quebecor World Printing (USA), Corp. (Delaware)	755232 (Filed May 19, 1994)	TMA478096 (Registered June 19, 1997)

SCHEDULE C

U.S. REGISTERED COPYRIGHTS

<u>Title of Work</u>	<u>Claimant</u>	<u>Registration No.</u>	<u>Issue Date</u>
QwCheckIn Quebecor World ad management program	Quebecor World	TXu001130709	June 6, 2003
Data magic pagination system	Quebecor World, Merced	TXu001108536	June 9, 2003
Quebecor World adwatch screens	Quebecor World, Merced	TXu001141785	June 6, 2003
Gallatin, KY, Grant and Pendleton counties telephone directory, November 1996-1997.	Quebecor Printing	TX0004393026	December 24, 1996
Harrison, OH, and West Harrison, IN, telephone directory, November 1996-1997.	Quebecor Printing	TX0004399943	December 24, 1996
Resume planning - easy to follow step by step professional instructions.	Info-Direct Inc.	TX0001427858	September 13, 1984