

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quebecor World Inc.		03/11/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	401 Merritt 7		
Internal Address:	P.O. Box 5201		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77400096	IMCS INTEGRATED MULTICHANNEL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 848-4904		
Email:	emily.priest@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:	02093-00142 TM ISA SUPP.		
NAME OF SUBMITTER:	Gloria Jung		
Signature:	/gloria jung/		

CH \$40.00 77400096

Date:

03/12/2008

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated March 11, 2008, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of General Electric Capital Corporation (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, General Electric Capital Corporation and GE Canada Finance Holding Company, as Collateral Agent, the Lender Parties party thereto and Morgan Stanley Senior Funding, Inc. and Wells Fargo Foothill, LLC, as Co-Syndication Agents. 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 by the Lender Parties and the issuance of Letters of Credit by the Issuing Banks under the Credit Agreement, each Grantor has executed and delivered (a) the Credit Agreement (including Article IX thereof) and (b) that certain Intellectual Property Security Agreement dated January 21, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Credit Agreement and the IP Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The 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 “*Additional 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

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) 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 the Grantor accruing thereunder or pertaining thereto;

(v) all 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 Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor 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.

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

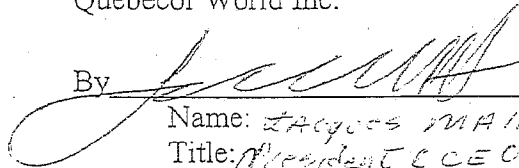
SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Credit Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional 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 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.


IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement 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 & CEO

By


Name: IVAN DUSE
Title: ASSISTANT CORPORATE SECRETARY

Address for Notices:

Mr. Jacques Mallette,
Quebecor World (USA) Inc.
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New York, New York 10017

With a Copy to:

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Mr. George Maughan,
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399 Park Avenue
New York, New York 10022-4690

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REEL: 003738 FRAME: 0345

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

None

SCHEDULE B

U.S. REGISTERED TRADEMARKS & PENDING APPLICATIONS

	Trademark	Registrant	Serial No.	Registration No.
1	IMCS INTEGRATED MULTICHANNEL SOLUTIONS & Design	Quebecor World Inc. (Canada)	77/400,096 (filed February 13, 2008)	N/A

SCHEDULE C

U.S. REGISTERED COPYRIGHTS

None