

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	change of second lien administrative agent		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch, as resigning administrative agent		01/30/2009	Bank:
RECEIVING PARTY DATA			
Name:	Silver Point Finance LLC, as successor administrative agent		
Street Address:	2 Greenwich Plaza		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2422578	WEBTREND	
Registration Number:	2741414	WEBTREND	
CORRESPONDENCE DATA			
Fax Number:	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128598000		
Email:	teas@ffhsj.com		
Correspondent Name:	Arianne de Govia		
Address Line 1:	1 New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	31466-70		
NAME OF SUBMITTER:	Arianne de Govia		
Signature:	/Arianne H. de Govia/		

CH \$65.00 2422578

Date:

04/01/2009

Total Attachments: 5

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SUCCESSOR AGENT TRADEMARK SECURITY AGREEMENT

This SUCCESSOR AGENT TRADEMARK SECURITY AGREEMENT, (this “Agreement”) effective as of January 30, 2009 (the “Effective Date”), is made by WORKFLOW DIRECT, INC., a California corporation (the “Grantor”), CREDIT SUISSE, CAYMAN ISLANDS BRANCH, in its capacity as Administrative Agent (as defined in the Second Lien Credit Agreement identified below) (in such capacity, the “Existing Agent”), and SILVER POINT FINANCE LLC, (the “Successor Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of November 30, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Second Lien Credit Agreement”), among Workflow Management, Inc., a Delaware corporation, (the “Borrower”), the various financial institutions and other Persons from time to time parties thereto as lenders (the “Lenders”), Credit Suisse, Cayman Islands Branch, as Administrative Agent, a Joint Lead Arranger and Joint Bookrunner, National City Bank, as the Syndication Agent and a Joint Lead Arranger and Royal Bank of Canada, as the Documentation Agent and a Joint Bookrunner, the Lenders have extended Loans to the Borrower;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement for the Second Lien Credit Agreement, dated as of November 30, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Second Lien Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor executed and delivered the Trademark Security Agreement, dated as of November 30, 2005, which granted to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined in the Trademark Security Agreement) to secure all Obligations and which was recorded with the United States Patent and Trademark Office on December 23, 2005 at Reel 3216, Frame 0255;

WHEREAS, the Existing Agent and the Successor Agent are party to, and Borrower has consented to, a Successor Agent Agreement, dated and effective as of January 30, 2009, pursuant to which the Existing Agent resigned and the Successor Agent has been appointed as the successor Administrative Agent under the Second Lien Credit Agreement; and

WHEREAS, the Grantor, the Existing Agent and the Successor Agent have each duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, the Existing Agent and the Successor Agent hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings

provided in the Security Agreement, the Trademark Security Agreement or the Second Lien Credit Agreement.

SECTION 2. Resignation of Existing Agent and Appointment of Successor Agent. The Grantor, the Existing Agent and the Successor Agent hereby accept and consent to: (i) the resignation of the Existing Agent as Administrative Agent under the Second Lien Credit Agreement and related Loan Documents on the terms of and effective in accordance with the Successor Agent Agreement, and (ii) the appointment of the Successor Agent to act as the successor Administrative Agent under the Second Lien Credit Agreement and related Loan Documents on the terms of and effective in accordance with the Successor Agent Agreement. Notwithstanding any other term or provision of this Agreement, this Agreement shall have no effect on the role of Credit Suisse, Cayman Islands Branch as Administrative Agent under the First Lien Credit Agreement or on the liens and security interests securing the Obligations under the First Lien Credit Agreement.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor, the Existing Agent and the Successor Agent for the purpose of registering the change of Administrative Agent with respect to the Trademark Collateral and the Trademark Security Agreement with the United States Patent and Trademark Office and corresponding offices in other countries of the world.

SECTION 4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by an Authorized Officer.

WORKFLOW DIRECT, INC.

By: 
Name: DAVE DAVIS
Title: CRO AND ACTING CEO

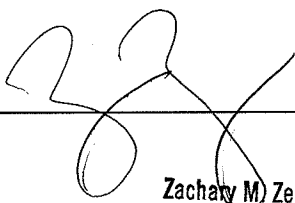
CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Existing Agent

By: Megan Kane
Name: Megan Kane
Title: Director

By: Didier Siffer
Name: Didier Siffer
Title: Managing Director

SILVER POINT FINANCE LLC, as Successor
Agent

By: _____
Name:
Title:



Zachary M. Zeitlin
Authorized Signatory

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