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.		03/24/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION
Street Address:	201 MERRITT 7
City:	NORWALK
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77697965	FLEXAPEEL

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: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	2093/142
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	04/14/2009

CH $40.00 77697965

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 24, 2009, 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, Morgan Stanley Senior Funding, Inc. and Wells Fargo Foothill, LLC, as Co-Syndication Agents and Wachovia Bank, N.A., as Documentation 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 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 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

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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.

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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 and CEO

By_____
Name: Marie-E. Chlumecky
Title: 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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Montreal, Québec, Canada H3A 3L4

Mr. George Maughan,
Ogilvy Renault LLP
Suite 1100, 1981 McGill College Avenue
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John A. Willett, Esq.,
Arnold & Porter LLP
399 Park Avenue
New York, New York 10022-4690

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

None

SCHEDULE B

U.S. REGISTERED TRADEMARKS & PENDING APPLICATIONS

	Trademark	Applicant	Serial No.	Registration No.
1.	FLEXAPEEL	Quebecor World Inc. (Canada)	77697965 (filed March 24, 2009)	N/A

SCHEDULE C

U.S. REGISTERED COPYRIGHTS

None