

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s): PostWorks New York, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: <u>LLC</u></p> <p>Citizenship (see guidelines) _____ Execution Date(s) <u>May 20, 2009</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>RBS Business Capital, a division of RBS Asset Finance,</u> _____ Inc.</p> <p>Internal Address: _____</p> <p>Street Address: <u>53 State Street, 9th Floor</u> City: <u>Boston</u> State: <u>MA</u> Country: <u>USA</u> Zip: <u>02109</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship NY <input type="checkbox"/> Other <input type="checkbox"/> Citizenship</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Attached Schedule I</p>	<p>B. Trademark Registration No.(s) See Attached Schedule I Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	--

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

<p>5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>UGC Direct Services</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbany@wolterskluwers.com</u></p>	<p>6. Total number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>65.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment information:</p> <p>a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>11/09</u></p> <p>b. Deposit Account Number _____ Authorized User Name: _____</p>
--	--

<p>9. Signature: <u>Kareem Ansley</u> Signature</p> <p style="text-align: center;"><u>Kareem Ansley</u> Name of Person Signing</p>	<p style="text-align: right;"><u>5/29/09</u> Date</p> <p>Total number of pages including cover sheet, attachments, and document. <input checked="" type="checkbox"/></p>
---	---

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

OP 865.00 1571327

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

List of Trademarks and Trademark Applications

TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner
POSTWORKS	U.S.	73790926/ 4-3-89	1571327/ 12-12-89	Active	PostWorks New York, LLC
"Swirl Design" Logo	U.S.	75532641/ 8-7-98	2340062/ 4-11-00	Active	PostWorks New York, LLC

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of May 20, 2009, is by POSTWORKS NEW YORK, LLC, a Delaware limited liability company (the "Grantor"), in favor of RBS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc., in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent").

WITNESSETH:

WHEREAS, Agent and the parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents").

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for itself and the benefit of the other Secured Parties, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and, in the event of an inconsistency among them, the Loan Agreement shall control over this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Agent, for itself and the benefit of the other Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) trademarks, servicemarks, trade names, trade styles and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office, any State thereof, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, but not limited to, the United States trademark registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) all rights of Grantor in all present and future agreements containing a license of trademarks, servicemarks, trade names or trade styles to Grantor (subject to the rights of the licensors therein) pertaining to the foregoing;

(c) all rights and privileges arising under applicable law with respect to Grantor's use of any of the foregoing;

(d) all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(f) goodwill (including any goodwill associated with any trademark or servicemark, or the license of any trademark or servicemark); and

(g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

3. **LOAN AND SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the other Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under the Loan Documents.

4. **GOVERNING LAW.** The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark

Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Agent have executed this Agreement as of the day and year first above written.

POSTWORKS NEW YORK, LLC

By: Loi Nichols
Name: Loi Nichols
Title: V.P. Finance

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA

COUNTY OF Los Angeles

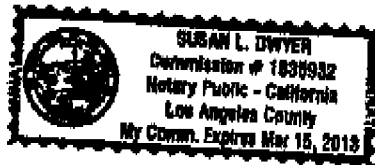
ss.

On this 19 day of May, 2009 before me personally appeared Loi Nichols, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PostWorks New York, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing Paragraph is true and correct.

Susan A. Dwyer
Notary Public

{seal}



[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

RBS BUSINESS CAPITAL, a division of RBS Asset
Finance, Inc., as Agent

By: *Samuel A. Mascolo*
Name: *Samuel A. Mascolo*
Title: *Vice President*

[Signature Page to Trademark Security Agreement]

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that POSTWORKS NEW YORK, LLC, a Delaware limited liability company ("Debtor"), having an office at 100 Avenue of the Americas, New York, New York 10013, hereby appoints and constitutes, RBS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc., as agent ("Secured Party"), and each of Secured Party's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to the Trademark Collateral (as defined in the Security Agreement (as defined below)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between Debtor and Secured Party, dated as of the date hereof (the "Security Agreement") and may not be revoked until the payment in full of all Debtor's "Obligations", as such quoted term is defined in the Security Agreement.

May __, 2009

POSTWORKS NEW YORK, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

ss.

On this ____ day of May, 2009 before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PostWorks New York, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

{seal}

1269603.2