

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT SUPPLEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WORLD COLOR PRESS INC.		10/02/2009	CORPORATION: CANADA
WORLD COLOR (USA) CORP. (SUCCESSOR IN INTEREST TO QUEBECOR WORLD (USA) INC.)		10/02/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	CREDIT SUISSE
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK: SWITZERLAND

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77823453	WORLDCOLOR PRESS
Serial Number:	77823447	WORLDCOLOR
Serial Number:	77822786	V2 VIRTUAL VERSION
Serial Number:	77822772	INTEGRATED CAMPAIGN ENGINE
Serial Number:	77822759	W
Serial Number:	77822749	V2

**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

CH \$165.00 77823453

**900144660**

**TRADEMARK  
 REEL: 004073 FRAME: 0902**

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

ATTORNEY DOCKET NUMBER:	2093/160
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	10/05/2009

**Total Attachments: 6**

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**FORM OF TERM FACILITY  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This TERM FACILITY INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*Term Facility IP Security Agreement Supplement*") dated October 2, 2009, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of CREDIT SUISSE ("CS"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, WORLD COLOR PRESS INC., a corporation amalgamated under the laws of Canada, and WORLD COLOR (USA) CORP. (successor in interest to Quebecor World (USA) Inc.), a Delaware corporation, have entered into a Credit Agreement dated as of July 21, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with CS as Primary Agent and Primary Collateral Agent, and the Guarantors and Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Term Facility Security Agreement dated July 21, 2009 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Term Facility Security Agreement*") and that certain Term Facility Intellectual Property Security Agreement dated July 21, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Term Facility IP Security Agreement*").

WHEREAS, under the terms of the Term Facility 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 Term Facility 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.** 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 "*Additional Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (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 (the "*Trademarks*");
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(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) 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 Term Facility IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Credit Agreement and the other 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.

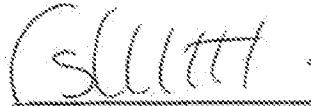
SECTION 3: Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this Term Facility IP Security Agreement Supplement.

SECTION 4: Grants, Rights and Remedies. This Term Facility IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Term Facility Security 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 Term Facility Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5: Governing Law. This Term Facility 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 Term Facility IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WORLD COLOR PRESS INC., as Borrower

By:   
Name: Sylvain Levert  
Title: Senior Vice President,  
Corporate Services

WORLD COLOR (USA) CORP. (successor in interest to Quebecor World (USA) Inc.), as Borrower

By:   
Name: David McCarthy  
Title: President

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

None

## SCHEDULE B

### U.S. REGISTERED TRADEMARKS & PENDING APPLICATIONS

	Trademark	Applicant	Serial No.	Registration No.
1.	WORLDCOLOR PRESS & Design	World Color Press Inc.	77/823,453 (filed September 10, 2009)	N/A
2.	WORLDCOLOR & Design	World Color Press Inc.	77/823,447 (filed September 10, 2009)	N/A
3.	V2 VIRTUAL VERSION	World Color Press Inc.	77/822,786 (filed September 9, 2009)	N/A
4.	INTEGRATED CAMPAIGN MACHINE	World Color Press Inc.	77/822,772 (filed September 9, 2009)	N/A
5.	W (Stylized)	World Color Press Inc.	77/822,739 (filed September 9, 2009)	N/A
6.	V2	World Color Press Inc.	77/822,749 (filed September 9, 2009)	N/A

### CANADIAN REGISTERED TRADEMARKS & PENDING APPLICATIONS

	Trademark	Applicant	Serial No.	Registration No.
1.	WORLDCOLOR PRESS & Design	World Color Press Inc.	TMA 1449823 (filed August 27, 2009)	N/A
2.	WORLDCOLOR & Design	World Color Press Inc.	TMA 1449824 (filed August 27, 2009)	N/A
3.	V2 VIRTUAL VERSION	World Color Press Inc.	TMA 1448489 (filed August 17, 2009)	N/A
4.	INTEGRATED CAMPAIGN MACHINE	World Color Press Inc.	TMA 1448496 (filed August 17, 2009)	N/A
5.	W (Stylized)	World Color Press Inc.	TMA 1450635 (filed September 3, 2009)	N/A
6.	V2	World Color Press Inc.	TMA 1448490 (filed August 17, 2009)	N/A

SCHEDULE C

U.S. REGISTERED COPYRIGHTS

None