

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERS Digital, Inc.		07/27/2009	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	Lien Perfection Unit, P.O.		
Internal Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2893941	EBLUEPRINT	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(800) 494-5225		
Email:	jdougherty@nationalcorp.com		
Correspondent Name:	Joseph Dougherty		
Address Line 1:	National Corporate Research		
Address Line 2:	1100 G Street NW, Ste 420		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F124039		
NAME OF SUBMITTER:	Marie Pilkington		
Signature:	/Mariee Pilkington/		

OP \$40.00 2893941

900150722

**TRADEMARK
 REEL: 004120 FRAME: 0389**

Date:

12/24/2009

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, ERS DIGITAL, INC., a Minnesota corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, American Reprographics Company, L.L.C. (the "Borrower"), American Reprographics Company ("Holdings"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, are parties to a Credit Agreement dated as of December 6, 2007 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of December 6, 2007 (as amended and/or supplemented from time to time, the "Security Agreement") among the Borrower, the other Grantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents, as defined in the Security Agreement, including this Trademark Security Agreement (the "Trademark Security Agreement"), the Grantor has secured certain of its obligations (the "Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, pursuant to Section 7(a) of the Security Agreement, the Grantor is obligated to execute and deliver to Collateral Agent semi-annually an appropriate Intellectual Property Security Agreement (as defined in the Security Agreement) covering any Recordable Intellectual Property (as defined in the Security Agreement) owned by it and not covered by any previous Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 to this Trademark Security Agreement, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark (provided that no security interest shall be granted in the 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);

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27 day of July 2009.

ERS DIGITAL, INC.

By: 

Name: Jonathan R. Mather
Title: Chief Financial Officer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: Anthony W. White
Title: Vice President

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

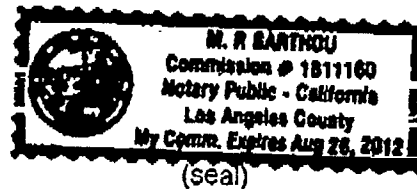
On July 27, 2009, 2009 before me, MP SARTHOU, Notary Public, personally appeared JONATHAN R. MATHER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

mp sarthou



Schedule 1 to Trademark Security Agreement

ERS DIGITAL, INC.

U.S. SERVICE MARK REGISTRATIONS

<u>SERVICE MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
EBLUEPRINT	2,893,941	March 27, 2002