

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Printing & Graphics, Inc.		12/31/2009	CORPORATION: TEXAS
Nationwide Graphics, Inc.		12/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78333112	ARGOSY	
Serial Number:	78332813	CERQA	
Serial Number:	73754086	AMERICA'S COLOR PRINTER	
Serial Number:	73754054	U.S. PRESS	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jhannon@kslaw.com		
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09637.233012		
NAME OF SUBMITTER:	James M. Hannon		

OP \$115.00 78333112

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TRADEMARK
REEL: 004123 FRAME: 0475

Signature:	/James M. Hannon/
Date:	01/04/2010
Total Attachments: 5 source=Nationwide#page1.tif source=Nationwide#page2.tif source=Nationwide#page3.tif source=Nationwide#page4.tif source=Nationwide#page5.tif	

**SUPPLEMENT NO. 1 TO THE
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS SUPPLEMENT NO. 1 TO THE PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of December 31, 2009, is made by BEACON PRINTING & GRAPHICS, INC., a Texas corporation ("Beacon"), and NATIONWIDE GRAPHICS, INC., a Delaware corporation ("Holdings") (Beacon and Holdings are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Second Amended and Restated Credit Agreement dated as of December 27, 2002, by and among Grantors, Union Beacon Graphics, Inc., a Texas corporation, Agent and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to make certain financial accommodations for the benefit of Grantors.

B. In order to induce Agent and Lenders to extend such financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Security Agreement dated as of December 27, 2002, by Grantors in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors have a continuing obligation to execute and deliver to Agent, for the benefit of Agent and Lenders, this Agreement.

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, each Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Lenders, a Lien upon all its right, title and interest in, to and

under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the “Intellectual Property Collateral”):

(a) all of such Grantor’s Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of such Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of such Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all goodwill, trades secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

BEACON PRINTING & GRAPHICS, INC.,
a Texas corporation

By: Jerry L. Hyde
Name: Jerry L. Hyde
Title: President

NATIONWIDE GRAPHICS, INC., a
Delaware corporation

By: Jerry L. Hyde
Name: Jerry L. Hyde
Title: President

Agreed and Acknowledged by:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: Joseph D. Catarina
Name: Joseph D. CATARINA
Title: Its Duly Authorized Signatory

SCHEDULE I

to

**SUPPLEMENT NO. 1 TO THE
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Part A - Patents

None

Part B - Trademarks

Mark	App. No.	Reg. No.	Reg. Date	Owner
ARGOSY	78/333,112	2,943,743	4/26/2005	Beacon Printing & Graphics, Inc.
CERQA	78/332,813	3,012,937	11/8/2005	Beacon Printing & Graphics, Inc.
AMERICA'S COLOR PRINTER	73/754,086	1,557,443	9/19/1989	Beacon Printing & Graphics, Inc.
U.S. PRESS	73/754,054	1,544,001	6/13/1989	Beacon Printing & Graphics, Inc.

Part C - Copyrights

Title	Reg. No.	Reg. Date	Owner
Argosy	TX0005893592	1/17/2003	Beacon Printing & Graphics, Inc. d/b/a Cerqa Copyright
Argosy 2005	TXu001260457	9/19/2005	Beacon Printing & Graphics, Inc.
US Press Direct storefront	TX0006460083	9/19/2005	Beacon Printing & Graphics, Inc. d/b/a US Press Direct