

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment and Restatement of Security Interest Recorded at Reel 4123, Frame 0475

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beacon Printing & Graphics, Inc.		03/19/2010	CORPORATION:
Nationwide Graphics, Inc.		03/19/2010	CORPORATION:
Snapiro, Inc.		03/19/2010	CORPORATION:

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: 3

Property Type	Number	Word Mark
Serial Number:	78333112	ARGOSY
Serial Number:	78332813	CERQA
Serial Number:	73754086	AMERICA'S COLOR PRINTER

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

900157802

**TRADEMARK
 REEL: 004172 FRAME: 0467**

OP \$90.00 78333112

NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	03/23/2010
Total Attachments: 9 source=Security#page1.tif source=Security#page2.tif source=Security#page3.tif source=Security#page4.tif source=Security#page5.tif source=Security#page6.tif source=Security#page7.tif source=Security#page8.tif source=Security#page9.tif	

AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT dated as of March 19, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of March 19, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this IP Security Agreement;

WHEREAS, pursuant to that certain Security Agreement dated as of December 27, 2002 (the "Original Security Agreement"), the Grantors executed the Patent, Trademark and Copyright Security Agreement dated as of December 27, 2002;

WHEREAS, the Patent, Trademark and Copyright Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office against certain patents on January 13, 2003, at Reel 013643, Frame 0454;

WHEREAS, pursuant to the Original Security Agreement, the Grantors executed the Supplement No. 1 to the Patent, Trademark and Copyright Security Agreement, dated as of December 31, 2009 (the "Supplemental IP Security Agreement");

WHEREAS, the Supplemental IP Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office against certain

trademarks on January 4, 2010, at Reel 4123, Frame 0475 and mailed to the United States Copyright Office for recordation against certain copyrights on January 4, 2010; and

WHEREAS, this IP Security Agreement amends and restates the Patent, Trademark and Copyright Security Agreement and the Supplemental IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of such Grantor (collectively, the “Intellectual Property Collateral”):

(a) each Grantor’s patent collateral whether currently owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interests, including:

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) each Grantor’s trademark collateral whether currently owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interests, including:

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule II hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) each Grantor's copyright collateral whether currently owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interests,, including:

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule III hereto;

(ii) all renewals, reversions and extensions of the foregoing; and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Reaffirmation: Amendment and Restatement: No Novation

(a) Each Grantor hereby acknowledges that it has received and reviewed a copy of the Credit Agreement and consents to the transactions contemplated thereby.

(b) Each Grantor acknowledges and reaffirms that (a) all liens and security interests granted to the Agent under Original Security Agreement remain in full

force and effect and shall continue to secure the Obligations (as modified by the Credit Agreement) and (b) the validity, perfection or priority of all liens and security interests granted to the Agent under the Original Security Agreement, the Patent, Trademark and Copyright Security Agreement and the Supplemental IP Security Agreement will not be impaired by execution, delivery and performance by the Grantors of the Credit Agreement or the execution and delivery of this Agreement.

(c) This IP Security Agreement amends and restates in its entirety both the Patent, Trademark and Copyright Security Agreement and the Supplemental IP Security Agreement. Notwithstanding the foregoing or anything to the contrary herein, nothing herein shall be deemed to limit or terminate any of the Agent's or any Lender's rights under any of the Original Security Agreement, the Patent, Trademark and Copyright Security Agreement or the Supplemental IP Security Agreement that expressly survive the termination of such agreement.

(d) This IP Security Agreement shall not extinguish the obligations for payment of any amounts due under the Original Credit Agreement or discharge or release the performance of any party or the priority of any security under any of the Original Security Agreement, the Patent, Trademark and Copyright Security Agreement and/or the Supplemental IP Security Agreement. Nothing herein contained shall be construed as a substitution, novation, release or discharge of any of the Obligations (as defined in the Original Credit Agreement) outstanding under the Original Credit Agreement or the Original Collateral Documents or instruments regarding the same, each of which shall remain in full force and effect, except to any extent modified by the Credit Agreement.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents, Trademark, Copyrights, and IP Licenses subject to a security interest hereunder.

Section 6. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEACON PRINTING & GRAPHICS, INC.
as Grantor

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

NATIONWIDE GRAPHICS, INC.
as Grantor

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

SNAPIO, INC.
as Grantor

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

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

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

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations

1. ISSUED PATENTS

Title	App. No.	Patent No.	Issue Date	Owner
Microphone	29/153,846	D469,426	1/28/2003	Beacon Printing & Graphics, Inc.

2. PATENT APPLICATIONS

None

3. IP LICENSES

None

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED 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.

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Registrations

1. REGISTERED 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

2. COPYRIGHT APPLICATIONS

None

3. IP LICENSES

None