# OP \$165,00 276893

#### 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
Western Blue Print Company, L.L.C.		101/27/2010 I	LIMITED LIABILITY COMPANY: MISSOURI

#### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.	
Street Address:	P.O. Box 2558	
Internal Address:	Lien Perfection Unit	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77252-8301	
Entity Type:	Bank: UNITED STATES	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2768932	DAD
Registration Number:	2225124	DIGITAL BLACKLINE
Registration Number:	3059947	WORLD PLANROOM
Registration Number:	2824474	US REPROGRAPHICS
Registration Number:	3211191	THINK BEYOND THE INK
Registration Number:	3211190	WESTERNBLUE

#### **CORRESPONDENCE DATA**

Fax Number: (800)494-7512

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-370-4761

Email: ecallahan@nationalcorp.com

Correspondent Name: Elspeth Callahan

Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research

TRADEMARK REEL: 004423 FRAME: 0490

900177665

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005			
ATTORNEY DOCKET NUMBER:	F130547		
NAME OF SUBMITTER:	Mariee Pilkington		
Signature:	/Mariee Pilkington/		
Date:	12/01/2010		
Total Attachments: 5 source=Western Blue Print Company LLC Tradmark SA 1 27 10#page2.tif source=Western Blue Print Company LLC Tradmark SA 1 27 10#page3.tif source=Western Blue Print Company LLC Tradmark SA 1 27 10#page4.tif source=Western Blue Print Company LLC Tradmark SA 1 27 10#page5.tif source=Western Blue Print Company LLC Tradmark SA 1 27 10#page6.tif			

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#### TRADEMARK SECURITY AGREEMENT

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

WHEREAS, WESTERN BLUE PRINT COMPANY, L.L.C., a Missouri limited liability company (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 Guarantor 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

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(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 day of January 2009.

WESTERN BLUE PRINT COMPANY, L.L.C.

By: Name: Jonathan R. Mather

Title: Manager and Chief Financial

Officer

Acknowledged:

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

By: Alama

Name: Title:

Anthony W. White Vice President

STATE OF CALIFORNIA	)
COUNTY OF LOS ANGELES	)
the within instrument and acknowledged to me	y his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under foregoing paragraph is true and correct.	er the laws of the State of California that the
Witness my hand and official seal.	M. P. SANTHOU  Commission # 1811160  Notary Public - California  Los Angeles County  Mr. Comm. Expires Aug 26, 2012
Signature	_ (seal)

## **Schedule 1 to Trademark Security Agreement**

# WESTERN BLUE PRINT COMPANY, L.L.C.

### **U.S. TRADEMARK REGISTRATIONS**

TRADEMARK	REG. NO.	REG. DATE
DAD DIGITAL BLACKLINE WORLD PLANROOM US REPROGRAPHICS and Design	2,768,932 2,225,124 3,059,947 2,824,474	September 30, 2003 February 23, 1999 February 21, 2006 March 23, 2004
THINK BEYOND THE INK WESTERNBLUE	3,211,191 3,211,190	February 20, 2007 February 20, 2007