

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1



SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Joinder Agreement and IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMS Gilbreth Packaging Systems, Inc.		12/21/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	625 Marquette Avenue, 11th Floor		
Internal Address:	Corporate Trust Services		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78414233	GILBRETH	
CORRESPONDENCE DATA			
Fax Number:	(212)837-6269		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212 837-6550		
Email:	kuhn@hugheshubbard.com		
Correspondent Name:	Perla M. Kuhn		
Address Line 1:	Hughes Hubbard & Reed LLP		
Address Line 2:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	030341.0060 PMK/ESP		
NAME OF SUBMITTER:	Perla M. Kuhn		
Signature:	/Perla M. Kuhn/		

OP \$40.00 78414233

OPERLA M. KUHN COMPANY:HUGHES HUBBARD & REED LLP

Date:

01/07/2011

Total Attachments: 7

source=Joinder Agreement and IP Supplement#page1.tif

source=Joinder Agreement and IP Supplement#page2.tif

source=Joinder Agreement and IP Supplement#page3.tif

source=Joinder Agreement and IP Supplement#page4.tif

source=Joinder Agreement and IP Supplement#page5.tif

source=Joinder Agreement and IP Supplement#page6.tif

source=Joinder Agreement and IP Supplement#page7.tif

0:PERLA M. KUHN COMPANY:HUGHES HUBBARD & REED LLP

JOINDER AGREEMENT AND IP SECURITY AGREEMENT SUPPLEMENT

This JOINDER AGREEMENT AND IP SECURITY AGREEMENT SUPPLEMENT dated December 21, 2010 (this "Joinder Agreement" or "Supplement"), is delivered pursuant to the Second Lien Intellectual Property Security Agreement dated as of February 5, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), among Cenveo, Inc., a Colorado corporation ("Holdings"), Cenveo Corporation, a Delaware corporation (the "Issuer"), each other Domestic Subsidiary (such term and the other capitalized terms used and not defined in this Supplement have the meanings assigned thereto in the IP Security Agreement) of Holdings from time to time party thereto (Holdings, the Issuer and such Domestic Subsidiaries, each a "Grantor" and, collectively, the "Grantors") and Wells Fargo Bank, National Association, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WHEREAS, CMS Gilbreth Packaging Systems, Inc., a Delaware corporation (the "Additional Grantor"), has agreed to execute this Joinder Agreement pursuant to which it will become a party to the IP Security Agreement.

WHEREAS, each Grantor and the Collateral Agent have authorized Holdings to supplement the scheduled information with respect to such Grantor set forth in the IP Security Agreement from time to time as required by the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Additional Grantor and the Collateral Agent agree as follows:

Section 1. IP Security Agreement. The Additional Grantor agrees to, and does hereby, become a Grantor under the IP Security Agreement with the same force and effect as if it were an original party thereto and agrees that each reference in the IP Security Agreement to a "Grantor" shall also mean and be a reference to the Additional Grantor.

Section 2. Grant of Security. The Additional Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Additional Grantor's right, title and interest in and to the following Collateral:

- (a) the Patents set forth in Schedule A hereto opposite the name of Additional Grantor;
- (b) the Trademarks set forth in Schedule B hereto opposite the name of Additional Grantor;
- (c) the Copyrights set forth in Schedule C hereto opposite the name of Additional Grantor;
- (d) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks or Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all Proceeds of the foregoing.

IP Security Agreement Supplement

61245932_2

O:PERLA M. KUHN COMPANY:HUGHES HUBBARD & REED LLP

Section 3. Security for Obligations. The grant of a security interest in the Collateral by the Additional Grantor under this Supplement secures the payment of all Secured Obligations of Additional Grantor now or hereafter existing, 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 4. Recordation. The Additional Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Supplement.

Section 5. Schedules. (a) Holdings, on its own behalf and on behalf of each other Grantor (including the Additional Grantor), hereby certifies to the Collateral Agent and each other Secured Party that, as of the date hereof, each of the Schedules to the IP Security Agreement are hereby supplemented and amended by the additions set forth on the schedules hereto; provided, that no such supplement or amendment shall release or be deemed to release any security interest in any Collateral granted to the Collateral Agent and the Secured Parties pursuant to the IP Security Agreement.

(b) Holdings, on its own behalf and on behalf of each other Grantor (including the Additional Grantor), hereby covenants and agrees to enter into each other instrument as the Collateral Agent deems necessary and proper to perfect its security interest in the Intellectual Property described herein.

[Remainder of page intentionally left blank.]

IP Security Agreement Supplement

D:PERLA M. KUHN COMPANY:HUGHES HUBBARD & REED LLP

IN WITNESS WHEREOF, the undersigned have duly executed this Supplement on and as of the date first above written.

CENVEO, INC.,
for itself and each other Grantor

By: Mark S. Hiltwein
Name: Mark S. Hiltwein
Title: Chief Financial Officer

CMS GILBRETH PACKAGING SYSTEMS, INC.

By: Mark S. Hiltwein
Name: Mark S. Hiltwein
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

IP Security Agreement Supplement

D:PERLA M. KUHN COMPANY:HUGHES HUBBARD & REED LLP

IN WITNESS WHEREOF, the undersigned have duly executed this Supplement on and as of the date first above written.

CENVEO, INC.,
for itself and each other Grantor

By: _____
Name: Mark S. Hiltwein
Title: Chief Financial Officer

CMS GILBRETH PACKAGING SYSTEMS, INC.

By: _____
Name: Mark S. Hiltwein
Title: Chief Financial Officer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: Raymond Dell Colli
Name: Raymond Dell Colli
Title: Vice President

IP Security Agreement Supplement

O:PERLA M. KUHN COMPANY:HUGHES HUBBARD & REED LLP

Schedule A

Patents

N/A

IP Security Agreement Supplement

D:PERLA M. KUHN COMPANY:HUGHES HUBBARD & REED LLP

Schedule B**Trademarks**

Trademarks	App Number Reg Number	App Date Reg Date	Expiration Date	Applicant
Gilbreth Country: USA	78414233	05/06/04		CMS Gilbreth Packaging Systems, Inc.

IP Security Agreement Supplement

D:PERLA M. KUHN COMPANY:HUGHES HUBBARD & REED LLP

Schedule C

Copyrights

N/A

IP Security Agreement Supplement