

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
DELUXE MEDIA GROUP LLC		01/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3944491	CINETECH	
Registration Number:	3399692	CO3	
Registration Number:	3403187	COMPANY 3	
Registration Number:	2747992	FILMCORE	
Registration Number:	2480453	METHOD	
Registration Number:	2657170	RIOT	
Registration Number:	3149363	RIOT MANHATTAN	
Registration Number:	2681518	RIOT	
Registration Number:	3848237	THEEXCHANGE	
Registration Number:	3395717	UP	
Registration Number:	3931243	VIAA	
Registration Number:	3308367	VODERA	
Serial Number:	77672300		
Serial Number:	77723531	JAVELIN	

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Phone: 301-638-0511
Email: ipresearchplus@comcast.net

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37736
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	02/01/2012
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Total Attachments: 8
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DELUXE MEDIA GROUP LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other DELAWARE LIMITED LIABILITY COMPANY

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) JANUARY 3, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: CREDIT SUISSE AG, AS COLLATERAL AGENT

Internal _____

Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other BANK Citizenship SWITZERLAND

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD

Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

JANUARY 10, 2012

Date

ERIC SPIERER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004709 FRAME: 0551

PATENT AND TRADEMARK SECURITY
 AGREEMENT dated as of January 3, 2012 (this
"Agreement"), between DELUXE MEDIA GROUP LLC,
 a Delaware limited liability company (the *"Grantor"*), and
 CREDIT SUISSE AG, as collateral agent (in such capacity,
 the *"Collateral Agent"*).

Reference is made to (a) the Third Amended and Restated Credit Agreement dated as of January 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the *"Term Loan Credit Agreement"*), among Deluxe Entertainment Services Group Inc., a Delaware corporation (the *"Borrower"*), DX Holdings LLC, a Delaware limited liability company (*"Holdings"*), the Lenders from time to time party thereto and Credit Suisse AG, as administrative agent and collateral agent, and (b) the Term Loan Guarantee and Collateral Agreement dated as of January 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the *"Term Loan Guarantee and Collateral Agreement"*), among Holdings, the Borrower, the other Loan Parties from time to time party thereto and Credit Suisse AG, as collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Term Loan Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Guarantors party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Term Loan Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Term Loan Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Term Loan Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment or performance, as the case may be, in full in cash of the Secured Obligations, the Grantor pursuant to the Term Loan Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the *"Patent and Trademark Collateral"*):

(i) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule I hereto, and all reissues, continuations, divisions, continuations in part, renewals or

extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(ii) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the PTO or any similar offices in any State of the United States of America, including registrations, recordings and pending applications in the PTO (or any successor office), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto and (b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the PTO on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the PTO.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Term Loan Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Term Loan Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Term Loan Guarantee and Collateral Agreement, the terms of the Term Loan Guarantee and Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DELUXE MEDIA GROUP LLC,


by

A handwritten signature in black ink, appearing to read "Orrin Feingold", is written over a horizontal line.

Name: Orrin Feingold
Title: Executive Vice President,
Chief Financial Officer and
Treasurer

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as
Collateral Agent,

by



Name: Ari Bruger
Title: Vice President



Rahul Parmar
Associate


SCHEDULE I

Patents Owned by Deluxe Media Group LLC

<u>Patent</u>	<u>Issue/App. No.</u>
Automated Audio Conform	12/770,666
Image Processing	09/031,779
Localized Media Content Management	11/217,256
Methods and Apparatus for Correction of 2-3 Field Patterns	09/295,936
Multicast Media Distribution System	10/692,082
Secondary Color Corrector	08/101,352
Up-Scaling Images Using Interpolating Function	12/337,552
Video-On-Demand (VOD) Management System and Methods	10/718,376

SCHEDULE II

Trademarks Owned by Deluxe Media Group LLC

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Reg./App. Date</u>
	77/672,300	02/17/2009
CINETECH	3,944,491	04/12/2011
CO3	3,399,692	03/18/2008
COMPANY 3	3,403,187	03/25/2008
FILMCORE	2,747,992	08/05/2003
JAVELIN	77/723,531	04/27/2009
METHOD	2,480,453	08/21/2001
R!OT	2,657,170	12/03/2002
R!OT MANHATTAN	3,149,363	09/26/2006
RIOT	2,681,518	01/28/2003
THEEXCHANGE	3,848,237	09/14/2010
UP	3,395,717	03/11/2008
VIIA	3,931,243	03/15/2011

VODERA	3,308,367	10/09/2007

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