

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Brink International Corporation		10/04/2012	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Successor Collateral Agent		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	PARTNERSHIP: NEW YORK		
Composed Of:	<ul style="list-style-type: none"> <li>• CFLP CFS I Holdings, L.P. (composed of Cantor Fitzgerald, L.P., a Delaware Limited Partnership, which is composed of CF Group Management, Inc., a New York Corporation; and CFLP CFS Holdings, LLC, a Delaware Limited Liability Company), DELAWARE, LIMITED PARTNERSHIP</li> <li>• CFGM CFS Holdings, LLC, DELAWARE, LIMITED LIABILITY COMPANY</li> </ul>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2677569	ITRAC	
CORRESPONDENCE DATA			
Fax Number:	9194168363		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868049		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	327000.011593		

OP \$40.00 2677569

NAME OF SUBMITTER:	John E. Slaughter, III
Signature:	/John E. Slaughter, III/
Date:	11/27/2012
<b>Total Attachments: 6</b> source=TM Security Agreement - Merrill Brink International Corporation#page1.tif source=TM Security Agreement - Merrill Brink International Corporation#page2.tif source=TM Security Agreement - Merrill Brink International Corporation#page3.tif source=TM Security Agreement - Merrill Brink International Corporation#page4.tif source=TM Security Agreement - Merrill Brink International Corporation#page5.tif source=TM Security Agreement - Merrill Brink International Corporation#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 4, 2012, is made between MERRILL BRINK INTERNATIONAL CORPORATION, a Minnesota corporation (the "Grantor") and CANTOR FITZGERALD SECURITIES, as successor collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

### W I T N E S S E T H :

WHEREAS, pursuant to an Amended, Restated and Combined Credit Agreement, dated as of December 22, 2005 (as amended and restated by that certain Second Amended and Restated Credit Agreement dated as of November 15, 2006, and as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Merrill Communications LLC, a Delaware limited liability company (the "Company"), Merrill Corporation, a Minnesota corporation ("Holdings"), the various financial institutions and other Persons from time to time parties thereto as lenders, Bank of America, N.A. (as predecessor in interest to Cantor Fitzgerald Securities), as administrative agent and collateral agent for the Lenders, Credit Suisse, as joint lead arranger and joint bookrunner, Banc of America Securities LLC ("BAS"), as joint lead arranger and joint bookrunner, Deutsche Bank Securities Inc., as joint bookrunner and syndication agent, Calyon New York Branch, National City Bank, and LaSalle Bank, N.A. as the co-documentation agents and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of December 22, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuers to make Credit Extensions to the Company pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements and Cash Management Services Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of its Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter existing or acquired by it:

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing or hereafter adopted or acquired in the United States, including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");
- (b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable, clause (b);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any licenses as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant (other than to the extent that any such restriction would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction), unless and until any required consents shall have been obtained.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement) or (ii) the Termination Date, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral (or the Trademark Collateral so sold, transferred or otherwise disposed of, as the case may be) which has been granted hereunder. Upon any license of any Trademark Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement), the Collateral Agent shall, at the Grantor's request and expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to subordinate the lien on and security interest in the Trademark Collateral so licensed which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**MERRILL BRINK INTERNATIONAL  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**CANTOR FITZGERALD SECURITIES,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title: **James Bond  
Chief Operating Officer**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**MERRILL BRINK INTERNATIONAL  
CORPORATION**

By: 

Name: Brenda J. Vale

Title: Secretary

**CANTOR FITZGERALD SECURITIES,**  
as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

**Registered Mark**

Mark	Reg. No.	Reg. Date
ITRAC	2677569	01/21/03