

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Interest Assignment Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Resigning Agent		10/15/2012	national banking association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Cantor Fitzgerald Securities, as Successor Agent
<b>Street Address:</b>	110 East 59th Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	PARTNERSHIP: NEW YORK
<b>Composed Of:</b>	<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: 28**

Property Type	Number	Word Mark
Registration Number:	4104827	MERRILL BRINK
Registration Number:	3012314	IBUDGET
Registration Number:	2747586	LEXTRANET
Registration Number:	2656292	FINE ARTS
Registration Number:	2518610	FINE ARTS
Registration Number:	2583215	BRANDSTORE
Registration Number:	2643165	FINE ARTS ENGRAVING
Registration Number:	1704938	FINE ARTS QUALITY
Registration Number:	1675557	SHORE BOND GREEN LP
Registration Number:	1642798	SPARKLE WHITE
Registration Number:	1644386	COTTON FIBRE PLUS

OP \$715.00 4104827

Registration Number:	1613811	FINE ARTS QUALITY FAE
Registration Number:	1612925	FINE ARTS FEA
Registration Number:	1618744	FINE ARTS ENGRAVING COMPANY
Registration Number:	1608235	SHORE BOND CFP
Registration Number:	1608232	SHORE BOND LP
Registration Number:	1425739	SHORE BOND
Registration Number:	2895452	MILLIONS OF PAGES. ONE SOLUTION.
Registration Number:	2896377	MERRILL DISCOVERY NAVIGATOR
Registration Number:	3438651	MERRILL E-COLLABORATE
Registration Number:	2825379	MERRILLCONNECT
Registration Number:	2418166	DELIVERING MARKETING SOLUTIONS TO REAL ESTATE
Registration Number:	1975946	MERRILL CORPORATION
Registration Number:	2033236	VITAC
Registration Number:	3070260	ATTORNEYCONNECT
Registration Number:	2914471	LEGALINK
Registration Number:	2901609	TOTALTRANSCRIPT
Registration Number:	2186870	LEGALINK

**CORRESPONDENCE DATA**

Fax Number: 9194168328  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 9192868041  
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:	037697-001 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	12/19/2012

Total Attachments: 9  
source=IP Security Interest Assignment Agreement#page1.tif  
source=IP Security Interest Assignment Agreement#page2.tif  
source=IP Security Interest Assignment Agreement#page3.tif  
source=IP Security Interest Assignment Agreement#page4.tif

source=IP Security Interest Assignment Agreement#page5.tif  
source=IP Security Interest Assignment Agreement#page6.tif  
source=IP Security Interest Assignment Agreement#page7.tif  
source=IP Security Interest Assignment Agreement#page8.tif  
source=IP Security Interest Assignment Agreement#page9.tif

## INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") dated as of October 15, 2012 is by and among **BANK OF AMERICA, N.A.** (including as successor in interest to Fleet National Bank and BankBoston, N.A.), in its capacity as Resigning Agent (in such capacity, the "Resigning Agent"), **CANTOR FITZGERALD SECURITIES**, in its capacity as Successor Agent (in such capacity, the "Successor Agent"), and the parties other than the Resigning Agent and the Successor Agent identified on the signature pages hereto (together with their predecessors in interest, the "Grantors").

**WHEREAS**, that certain Second Amended and Restated Credit Agreement dated as of November 15, 2006 (as amended, modified, restated or supplemented, the "First Lien Credit Agreement") was entered into by and among Merrill Communications LLC, a Delaware limited liability company (the "Borrower"), Merrill Corporation, a Minnesota Corporation ("Holdings"), the various financial institutions that are or may become parties thereto (collectively the "Lenders"), Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent to the Lenders, and the arrangers and bookrunners party thereto.

**WHEREAS**, in connection with the First Lien Credit Agreement, the Grantors executed and delivered an Amended and Restated Pledge and Security Agreement dated as of December 22, 2005 (as amended, modified, restated or supplemented, the "First Lien Security Agreement") and/or associated Patent Security Agreements, Trademark Security Agreements, and Copyright Security Agreements referenced by the recordations identified on Schedule 1 attached hereto (collectively, the First Lien Security Agreement, Patent Security Agreements, Trademark Security Agreements, and Copyright Security Agreements, the "Security Agreements"), and under the Security Agreements, granted a security interest in all of the Intellectual Property Collateral.

**WHEREAS**, in connection with the resignation of the Resigning Agent and the appointment of Successor Agent, the Resigning Agent desires to assign all of its right, title and interest in and to the Intellectual Property Collateral to the Successor Agent, including the Intellectual Property Collateral identified on Schedule 1 hereto.

**NOW, THEREFORE**, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth, or incorporated, in the First Lien Credit Agreement and the other Security Agreements.

2. Assignment. The Resigning Agent irrevocably transfers, assigns, grants, and conveys to the Successor Agent all of the Resigning Agent's right, title and interest in and to the Intellectual Property Collateral, including, without limitation, the Intellectual Property Collateral identified on Schedule 1 hereto, all Liens arising under the Security Agreements, and all lien filings and notices relating to the Security Agreements, together with any rider, addendum, exhibit, schedule and attachment thereto.

3. Representations and Warranties of Assignor. This Agreement is an absolute assignment, and is made without recourse, representation, or warranty, express or implied, except that the Resigning Agent represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

4. Cooperation. The Grantors, the Resigning Agent and the Successor Agent shall cooperate with each other to effect the transition of the Administrative Agent function from the Resigning Agent to the Successor Agent. Without limitation of the foregoing, (a) the Resigning Agent shall deliver to the Successor Agent, on or promptly following the date hereof, the originals of this Agreement, (b) the Grantors and the Resigning Agent authorize the Successor Agent to record this Agreement amending the name of the secured party to the Successor Agent, and (c) the Grantors and the Resigning Agent agree to perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Successor Agent to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests in Intellectual Property Collateral.

5. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Expenses. The Grantors agree to reimburse the Resigning Agent and the Successor Agent for all reasonable out-of-pocket expenses (including reasonable fees and expenses of counsel) incurred in connection with this Agreement.

7. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

8. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the following have executed this Intellectual Property Security Interest Assignment Agreement effective as of the date first above written.

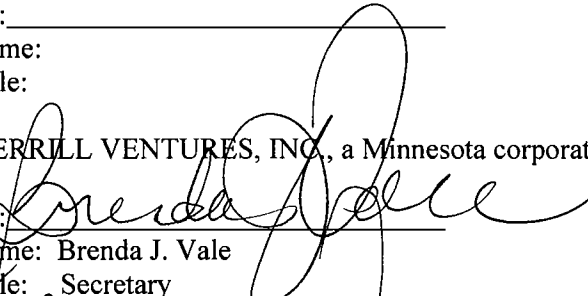
BANK OF AMERICA, N.A., as the Resigning Agent

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

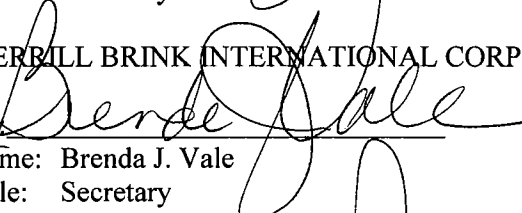
CANTOR FITZGERALD SECURITIES, as the Successor Agent

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

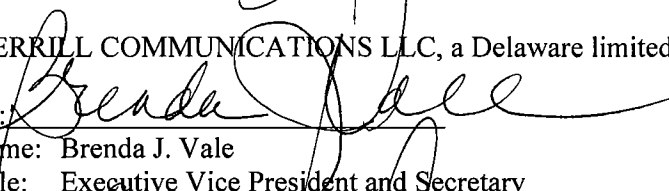
MERRILL VENTURES, INC., a Minnesota corporation

By:   
Name: Brenda J. Vale  
Title: Secretary

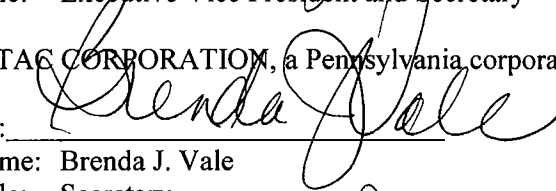
MERRILL BRINK INTERNATIONAL CORPORATION, a Minnesota corporation

By:   
Name: Brenda J. Vale  
Title: Secretary

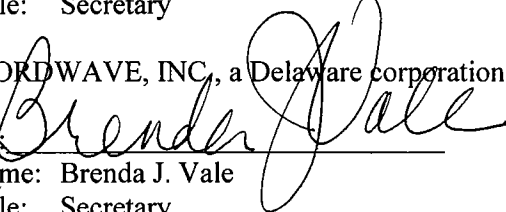
MERRILL COMMUNICATIONS LLC, a Delaware limited liability company

By:   
Name: Brenda J. Vale  
Title: Executive Vice President and Secretary

VITAC CORPORATION, a Pennsylvania corporation

By:   
Name: Brenda J. Vale  
Title: Secretary

WORDWAVE, INC., a Delaware corporation

By:   
Name: Brenda J. Vale  
Title: Secretary

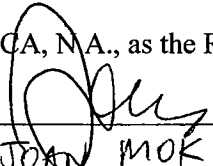
**IN WITNESS WHEREOF**, the following have executed this Intellectual Property Security Interest Assignment Agreement effective as of the date first above written.

BANK OF AMERICA, N.A., as the Resigning Agent

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

Name:

Title:

  
JOAN MOK  
VICE PRESIDENT

CANTOR FITZGERALD SECURITIES, as the Successor Agent

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

Name:

Title:

MERRILL VENTURES, INC., a Minnesota corporation

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

Name:

Title:

MERRILL BRINK INTERNATIONAL CORPORATION, a Minnesota corporation

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

Name:

Title:

MERRILL COMMUNICATIONS LLC, a Delaware limited liability company

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

Name:

Title:

VITAC CORPORATION, a Pennsylvania corporation

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

Name:

Title:

WORDWAVE, INC., a Delaware corporation

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

Name:

Title:

**IN WITNESS WHEREOF**, the following have executed this Intellectual Property Security Interest Assignment Agreement effective as of the date first above written.

BANK OF AMERICA, N.A., as the Resigning Agent

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

CANTOR FITZGERALD SECURITIES, as the Successor Agent

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



MERRILL VENTURES, INC., a Minnesota corporation

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

MERRILL BRINK INTERNATIONAL CORPORATION, a Minnesota corporation

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

MERRILL COMMUNICATIONS LLC, a Delaware limited liability company

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

VITAC CORPORATION, a Pennsylvania corporation

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

WORDWAVE, INC., a Delaware corporation

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



Schedule 1

INTELLECTUAL PROPERTY COLLATERAL

U.S. Patent Subject to Security Interest  
Granted by Merrill Ventures, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded October 7, 2004 at Reel 015223 Frame 0507

Issued Patent

Title	Patent No.	Issue Date
MULTI-USER ELECTRONIC DOCUMENT AUTHORIZING SYSTEM WITH PROMPTED UPDATING OF SHARED LANGUAGE	6065026	05/16/00

U.S. Trademark Subject to Security Interest  
Granted by Merrill Brink International Corporation  
In Favor of Bank of America, N.A., as Collateral Agent  
Recorded August 1, 2012 at Reel 4833 Frame 0094

Registered Mark

Mark	Reg. No.	Reg. Date
MERRILL BRINK	4104827	02/28/12

U.S. Trademark Subject to Security Interest  
Granted by Merrill Brink International Corporation  
In Favor of Bank of America, N.A.  
Recorded February 24, 2006 at Reel 3253 Frame 0827

Registered Mark

Mark	Reg. No.	Reg. Date
IBUDGET	3012314	11/01/05

U.S. Trademark Subject to Security Interest  
Granted by Legal Computer Solutions, Inc.  
In Favor of Bank of America, N.A., as First Lien Collateral Agent  
Recorded April 24, 2008 at Reel 3765 Frame 0611

Registered Mark

Mark	Reg. No.	Reg. Date
LEXTRANET	2747586	08/05/03

**U.S. Trademarks Subject to Security Interest  
Granted by Merrill Communications LLC  
In Favor of Bank of America, N.A.  
Recorded February 24, 2006 at Reel 3253 Frame 0836**

**Registered Marks**

Mark	Reg. No.	Reg. Date
MILLIONS OF PAGES. ONE SOLUTION.	2895452	10/19/04
MERRILL DISCOVERY NAVIGATOR	2896377	10/19/04

**U.S. Trademarks Subject to Security Interest  
Granted by Merrill Fine Arts Engraving, Inc.  
In Favor of Bank of America, N.A.  
Recorded February 24, 2006 at Reel 3253 Frame 0845**

**Registered Marks**

Mark	Reg. No.	Reg. Date
FINE ARTS	2656292	12/03/02
FINE ARTS and Design (Box)	2518610	12/11/01
BRANDSTORE	2583215	06/18/02
FINE ARTS ENGRAVING	2643165	10/29/02
FINE ARTS QUALITY	1704938	08/04/92
SHORE BOND GREEN LP	1675557	02/11/92
SPARKLE WHITE	1642798	04/30/91
COTTON FIBRE PLUS	1644386	05/14/91
FINE ARTS QUALITY FAE & Design	1613811	09/18/90
FINE ARTS & Design	1612925	09/11/90
FINE ARTS ENGRAVING COMPANY	1618744	10/23/90
SHORE BOND CFP & Design	1608235	07/31/90
SHORE BOND LP & Design	1608232	07/31/90
SHORE BOND	1425739	01/20/87

**U.S. Trademarks Subject to Security Interest  
Granted by Merrill Communications LLC  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded October 7, 2004 at Reel 2953 Frame 0064**

**Registered Marks**

Mark	Reg. No.	Reg. Date
MILLIONS OF PAGES. ONE SOLUTION.	2895452	10/19/04
MERRILL DISCOVERY NAVIGATOR	2896377	10/19/04
MERRILL E-COLLABORATE	3438651	06/03/08
MERRILLCONNECT	2825379	03/23/04
DELIVERING MARKETING SOLUTIONS TO REAL ESTATE	2418166	01/02/01
MERRILL CORPORATION	1975946	05/28/96

**U.S. Trademark Subject to Security Interest  
Granted by VITAC Corporation  
In Favor of BankBoston, N.A., as Agent  
Recorded February 9, 2000 at Reel 2040 Frame 0108**

**Registered Mark**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
VITAC	2033236	01/28/97

**U.S. Trademarks Subject to Security Interest  
Granted by Wordwave, Inc.  
In Favor of Bank of America, N.A.  
Recorded February 24, 2006 at Reel 3253 Frame 0860  
Correction Recorded December 22, 2006 at Reel 3451 Frame 0575**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
VITAC	2033236	01/28/97
ATTORNEYCONNECT	3070260	03/21/06
LEGALINK	2914471	12/28/04
TOTALTRANSCRIPT	2901609	11/09/04
LEGALINK	2186870	09/01/98

**U.S. Trademarks Subject to Security Interest  
Granted by Wordwave, Inc.  
In Favor of Fleet National Bank, as Agent  
Recorded September 5, 2003 at Reel 2712 Frame 0492**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
LEGALINK	2914471	12/28/04
TOTALTRANSCRIPT	2901609	11/09/04

**U.S. Trademark Subject to Security Interest  
Granted by Wordwave, Inc.  
In Favor of Fleet National Bank, as Agent  
Recorded October 1, 2002 at Reel 2593 Frame 0029**

**Registered Mark**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
LEGALINK	2186870	09/01/98

**U.S. Trademark Subject to Security Interest  
Granted by Legalink Corporation  
In Favor of BankBoston, N.A., as Agent  
Recorded May 22, 1997 at Reel 1589 Frame 0354**

**Registered Mark**

Mark	Reg. No.	Reg. Date
LEGALINK	2186870	09/01/98

**U.S. Copyrights Subject to Security Interest  
Granted by Merrill Communications, LLC  
In Favor of Bank of America, N.A.  
Recorded October 15, 2004 at Volume 3516 Doc. No. 152**

**Registered Copyrights**

Title	Reg. No.	Reg. Date
E-tech version 3.8	TXu829266	05/14/98
E-tech version 4.2	TXu829263	05/14/98
E-tech version 5.1	TXu829264	05/14/98
E-tech version 5.2	TXu829265	05/14/98

**U.S. Copyrights Subject to Security Interest  
Granted by Merrill Corporation  
In Favor of Bank of America, N.A.  
Recorded October 15, 2004 at Volume 3516 Doc. No. 153**

**Registered Copyrights**

Title	Reg. No.	Reg. Date
Merrill@ccess	TX3771534	06/10/99
Merrill net:prospect	TXu908099	06/10/99
Merrill net:prospect plus	TXu909592	06/10/99

**U.S. Copyrights Subject to Security Interest  
Granted by VITAC Corporation  
In Favor of BankBoston, N.A., as Agent  
Recorded February 8, 2000 at Volume 3448 Doc. No. 113**

**Registered Copyright**

Title	Reg. No.	Reg. Date
Total access reporting program	PA679261	11/15/93