

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Electronic Imaging Services, Inc.		12/27/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	4106885	ISMINSIGHTS
Registration Number:	3928553	ADSIGNS
Registration Number:	3391355	EASY TO EAT WELL
Registration Number:	3804256	HEALTHY AISLES
Registration Number:	3804257	HEALTHY AISLES
Registration Number:	3797022	HEALTHY AISLES
Registration Number:	3797023	HEALTHY AISLES
Registration Number:	3929116	ISMADS
Registration Number:	3929115	ISMADS
Registration Number:	3797025	KAMELEON
Registration Number:	3797024	KAMELEON
Registration Number:	3723496	KAMELEON
Registration Number:	3723497	KAMELEON
Registration Number:	3842527	MAXIMIZE THE SHELFEDGE

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Registration Number:	3718017	MAXIMIZE THE SHELFEDGE
Registration Number:	3796547	PEGASSIST
Registration Number:	3796548	PEGASSIST
Registration Number:	3880462	PEGASSIST
Registration Number:	3796549	PEGASSIST
Registration Number:	3887126	PEGASSIST
Registration Number:	3808056	PEGASSIST
Registration Number:	3808055	PEGASSIST
Registration Number:	3808057	PEGASSIST
Registration Number:	1608281	PRINTPERFECT
Registration Number:	3846043	SHELFSTRIPS
Registration Number:	3846045	SHELFSTRIPS
Registration Number:	3846044	SHELFSTRIPS

**CORRESPONDENCE DATA**

Fax Number: 3125774565  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 3125778265  
Email: kristin.brozovic@kattenlaw.com  
Correspondent Name: Kristin Brozovic c/o Katten Muchin  
Address Line 1: 525 W Monroe  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-558
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	12/28/2012

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2012, is made by ELECTRONIC IMAGING SERVICES, INC., a Delaware corporation (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 27, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no Lien on and security interest is

granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

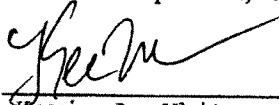
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ELECTRONIC IMAGING SERVICES,  
INC., a Delaware corporation, as Grantor

By:   
Name: Kevin A. White  
Title: Vice President

## SCHEDULE I

## TRADEMARKS AND TRADEMARK APPLICATIONS

MARK NAME	CNTRY	CLASS	APPL NO	APPL DATE	REG NO	REG DATE	RENEWAL DATE	STATUS	CURRENT OWNER
ISMINSIGHTS	US	035; 016	85/313,618	05/05/2011	4,106,885	02/28/2012	02/28/2022	Registered	Electronic Imaging Services, Inc.
ADSIGNS (and design)	US	040	85/086,888	07/16/2010	3,928,553	03/08/2011	03/08/2021	Registered	Electronic Imaging Services, Inc.
EASY TO EAT WELL	US	035	77/216,560	06/27/2007	3,391,355	03/04/2008	03/04/2018	Registered	Electronic Imaging Services, Inc.
HEALTHY AISLES (and design)	US	009	77/682,091	03/03/2009	3,804,256	06/15/2010	06/15/2020	Registered	Electronic Imaging Services, Inc.
HEALTHY AISLES (and design)	US	016	77/682,105	03/03/2009	3,804,257	06/15/2010	06/15/2020	Registered	Electronic Imaging Services, Inc.
HEALTHY AISLES (and design)	US	035	77/682,123	03/03/2009	3,797,022	06/01/2010	06/01/2020	Registered	Electronic Imaging Services, Inc.
HEALTHY AISLES (and design)	US	044	77/682,142	03/03/2009	3,797,023	06/01/2010	06/01/2020	Registered	Electronic Imaging Services, Inc.
ISMADS (and Design)	US	035	77/699,700	03/26/2009	3,929,116	03/08/2011	03/08/2021	Registered	Electronic Imaging Services, Inc.
ISMADS (and design)	US	016	77/699,685	03/26/2009	3,929,115	03/08/2011	03/08/2021	Registered	Electronic Imaging Services, Inc.
KAMELEON	US	035	77/682,180	03/03/2009	3,797,025	06/01/2010	06/01/2020	Registered	Electronic Imaging Services, Inc.
KAMELEON	US	042	77/682,162	03/03/2009	3,797,024	06/01/2010	06/01/2020	Registered	Electronic Imaging Services, Inc.
KAMELEON (and design)	US	035	77/585,301	10/03/2008	3,723,496	12/08/2009	12/08/2019	Registered	Electronic Imaging Services, Inc.
KAMELEON (and design)	US	042	77/585,322	10/03/2008	3,723,497	12/08/2009	12/08/2019	Registered	Electronic Imaging Services, Inc.
MAXIMIZE THE SHELFEDGE	US	016	77/710,397	04/09/2009	3,842,527	08/31/2010	08/31/2020	Registered	Electronic Imaging Services, Inc.
MAXIMIZE THE SHELFEDGE	US	035	77/710,385	04/09/2009	3,718,017	12/01/2009	12/01/2019	Registered	Electronic Imaging Services, Inc.
PEGASSIST	US	020	77/551,846	08/20/2008	3,796,547	06/01/2010	06/01/2020	Registered	Electronic Imaging Services, Inc.
PEGASSIST	US	035	77/551,869	08/20/2008	3,796,548	06/01/2010	06/01/2020	Registered	Electronic Imaging Services, Inc.
PEGASSIST	US	040	77/551,918	08/20/2008	3,880,462	11/23/2010	11/23/2020	Registered	Electronic Imaging Services, Inc.
PEGASSIST	US	042	77/551,940	08/20/2008	3,796,549	06/01/2010	06/01/2020	Registered	Electronic Imaging Services, Inc.
PEGASSIST (and with design)	US	040	77/695,179	03/19/2009	3,887,126	12/07/2010	12/07/2020	Registered	Electronic Imaging Services, Inc.
PEGASSIST (and with design)	US	020	77/695,227	03/19/2009	3,808,056	06/22/2010	06/22/2020	Registered	Electronic Imaging Services, Inc.
PEGASSIST (and with design)	US	042	77/695,197	03/19/2009	3,808,055	06/22/2010	06/22/2020	Registered	Electronic Imaging Services, Inc.
PEGASSIST (and with design)	US	035	77/695,249	03/19/2009	3,808,057	06/22/2010	06/22/2020	Registered	Electronic Imaging Services, Inc.
PRINTPERFECT	US	050	73/812,807	07/17/1989	1,608,281	07/31/1990	07/31/2000	Registered	Electronic Imaging Services, Inc.
SHELFSTRIPS ( with Design)	US	040	77/699,865	03/26/2009	3,846,043	09/07/2010	09/07/2020	Registered	Electronic Imaging

## TRADEMARKS AND TRADEMARK APPLICATIONS

MARK NAME	CNTRY	CLASS	APPL NO	APPL DATE	REG NO	REG DATE	RENEWAL DATE	STATUS	CURRENT OWNER
									Services, Inc.
SHELFSTRIPS (and Design)	US	035	77/699,916	03/26/2009	3,846,045	09/07/2010	09/07/2020	Registered	Electronic Imaging Services, Inc.
SHELFSTRIPS (and Design)	US	042	77/699,876	03/26/2009	3,846,044	09/07/2010	09/07/2020	Registered	Electronic Imaging Services, Inc.