

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1



SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Lien and Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cenveo Corporation		04/16/2013	CORPORATION: DELAWARE
Lightning Labels, LLC		04/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	150 E. 42nd Street, 40th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: < > UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85736246	QUALITY PARK
Serial Number:	85809063	PRINT WOVE
Serial Number:	85113719	CLEARCLASP
Serial Number:	85295113	PRINT360

CORRESPONDENCE DATA

Fax Number: 2122996051
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-837-6847
 Email: trademarks@hugheshubbard.com
 Correspondent Name: Natasha N. Reed
 Address Line 1: One Battery Park Plaza
 Address Line 2: Hughes Hubbard & Reed LLP
 Address Line 4: New York, NEW YORK 10004-1482

OP \$115.00 85736246

ATTORNEY DOCKET NUMBER:	030341-00072
NAME OF SUBMITTER:	Natasha N. Reed
Signature:	/Natasha N. Reed/
Date:	04/17/2013
Total Attachments: 7 source=CENVEO Lien and Sec Int Wells Fargo Agent#page1.tif source=CENVEO Lien and Sec Int Wells Fargo Agent#page2.tif source=CENVEO Lien and Sec Int Wells Fargo Agent#page3.tif source=CENVEO Lien and Sec Int Wells Fargo Agent#page4.tif source=CENVEO Lien and Sec Int Wells Fargo Agent#page5.tif source=CENVEO Lien and Sec Int Wells Fargo Agent#page6.tif source=CENVEO Lien and Sec Int Wells Fargo Agent#page7.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 16, 2013 (this "Agreement"), among **CENVEO CORPORATION**, a Delaware corporation (the "Issuer"), the other Persons (such capitalized term and all other capitalized terms not otherwise defined herein to have the meanings provided for in the Security Agreement referred to below) identified in the signature pages hereof (the Issuer and such other Persons are each referred to herein, individually, as a "Grantor," and, collectively, as the "Grantors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Second Lien Pledge and Security Agreement dated as of February 5, 2010 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Issuer, Cenveo, Inc., a Colorado corporation ("Holdings"), the other Grantors, the other Domestic Subsidiaries of Holdings named therein and from time to time party thereto and the Collateral Agent, and in order to obtain the benefits referred to therein, each Grantor has granted to the Collateral Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

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

1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral");

(a) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Collateral Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto opposite the name of such Grantor, as Schedule B may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Collateral Agent from time to time (the "Trademarks");

(c) the United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto opposite the name of such Grantor, as Schedule C may be supplemented from time to time by supplements to the Security

Agreement and this Agreement which may be executed and delivered by such Grantor to the Collateral Agent from time to time (the "Copyrights");

(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.

2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Secured Obligations of such 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.

3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of 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.

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of certain rights and remedies by the Collateral Agent hereunder are subordinated and subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

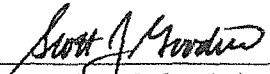
6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures follow.]

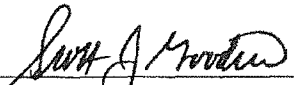
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CENVEO CORPORATION
("Borrower")

Address for notices to any Grantor:
c/o **CENVEO CORPORATION**
One Canterbury Green
201 Broad Street
Stamford, CT 06901
Attention: Treasurer
Telephone: (203) 595-3025
Facsimile: (203) 595-3076

By: 
Name: Scott J. Goodwin
Title: Chief Financial Officer

LIGHTNING LABELS, LLC,
a Delaware limited liability company

By: 
Name: Scott J. Goodwin
Title: Chief Financial Officer

NASHUA CORPORATION,
a Massachusetts corporation

By: 
Name: Scott J. Goodwin
Title: Chief Financial Officer

GARAMOND/PRIDEMARK PRESS, INC.,
a Maryland corporation

By: 
Name: Scott J. Goodwin
Title: Chief Financial Officer

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

CENVEO CORPORATION
("Borrower")

By: _____
Name: Scott J. Goodwin
Title: Chief Financial Officer

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Name: Scott J. Goodwin
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a Delaware limited liability company

By: _____
Name: Scott J. Goodwin
Title: Chief Financial Officer

GARAMOND/PRIDEMARK PRESS, INC.,
a Maryland corporation

By: _____
Name: Scott J. Goodwin
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent

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

Signature Page
Second Lien Intellectual Property Security Agreement

TRADEMARK
REEL: 005010 FRAME: 0793

Schedule A

PATENTS AND PATENT APPLICATIONS

Assignee	Patent Title	Serial No. Filing Date	Patent No. Issue Date
Cenveo Corporation	Alternative substrate envelope sealing and closure system	12352852 01/13/2009	Published as 20100176186 07/15/2010
Cenveo Corporation	Clear clasp reusable envelope	12896462 10/01/2010	Published as 20120080509
Cenveo Corporation	Paper roll with pre-cut windows	13304144 11/23/2011	Published as 20120238427
Cenveo Corporation	Clear clasp reusable envelope	29376145 10/01/2010	D668716 10/09/2012
Nashua Corporation	Article and method for dispensing toner and the like	08786413 01/21/1997	5669044 09/16/1997

Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
Cenveo Corporation	QUALITY PARK	85736246 09/24/2012	
Cenveo Corporation	PRINT WOVE	85809063 12/21/2012	
Cenveo Corporation	CLEARCLASP	85113719 08/23/2010	4025050 09/13/2011
Lightning Labels, LLC	PRINT360	85295113 04/14/2011	4162220 06/19/2012

Schedule C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

Claimant	Title	Registration No.	Registration Date
Cenveo Corporation	Cadmus Communications Corporation: annual report: fiscal year ended June 30, 1987	CSN0075987	
Lightning Labels, LLC	Custom Labels and Stickers—Label Printing Products—Lightning Labels	TXu001700905	03/04/2008
Garamond/Pridemark Press, Inc.	Touch of ginger/ by Ginger Silvers	TX0000587166	11/24/1980
Garamond/Pridemark Press, Inc.	World of Grandma Moses/ Jane Kallir	TX0001625781	03/18/1985
Garamond/Pridemark Press, Inc.	World of Grandma Moses/ Jane Kallir	TX0001625782	03/18/1985