

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
AMERICAN REPROGRAPHICS COMPANY, L.L.C.		01/27/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
ERS DIGITAL, INC.		01/27/2012	CORPORATION: MINNESOTA
RIDGWAY'S, LLC		01/27/2012	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2450 COLORADO AVENUE, SUITE 3000W
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4257201	RIOT CREATIVE IMAGING

CORRESPONDENCE DATA

Fax Number: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198
 Email: nancy.brougher@goldbergekohn.com
 Correspondent Name: Nancy Brougher, Paralegal
 Address Line 1: Goldberg Kohn Ltd.
 Address Line 2: 55 East Monroe Street, Suite 3300
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.297

OP \$40.00 4257201

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	12/27/2013
Total Attachments: 9 source=ARC Trademark Security Agreement#page1.tif source=ARC Trademark Security Agreement#page2.tif source=ARC Trademark Security Agreement#page3.tif source=ARC Trademark Security Agreement#page4.tif source=ARC Trademark Security Agreement#page5.tif source=ARC Trademark Security Agreement#page6.tif source=ARC Trademark Security Agreement#page7.tif source=ARC Trademark Security Agreement#page8.tif source=ARC Trademark Security Agreement#page9.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of January, 2012 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("WF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 27, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among American Reprographics Company, a Delaware corporation ("US Borrower"), ARC Reprographics Canada Corp., a British Columbia corporation ("ARC Canada") and ARC Digital Canada Corp., a British Columbia corporation ("ARC Digital Canada"); and together with ARC Canada, "Canadian Borrowers"), US Borrower and Canadian Borrowers are collectively referred to as "Borrowers", the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, and Wells Fargo Capital Finance Corporation Canada, an Ontario corporation as administrative agent for the Canadian Lenders (in such capacity, together with its successors and assigns in such capacity, "Canadian Agent"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 27, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent within ten (10) Business Days after the acquisition of any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall

in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AMERICAN REPROGRAPHICS COMPANY,
L.L.C.

By: [Signature]
Name: John Toth
Title: Chief Financial Officer

ERS DIGITAL, INC.

By: [Signature]
Name: Jorge Avalos
Title: Vice President

RIDGWAY'S, LLC

By: [Signature]
Name: Jorge Avalos
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: *JEP*
Name: *Grant Pritchard*
Title: *Vice President*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[See attached.]

United States Trademarks

Type of Mark	Owner	Description	Serial No.	App. Date	Reg. No.	Reg. Date
Trademark	American Reprographics Company, L.L.C.	METAPRINT	77/213,746	6/22/2007	3,417,291	4/29/2008
Trademark	American Reprographics Company, L.L.C.	METAPRINT and Design	77/225,168	7/9/2007	3,417,341	4/29/2008
Service Mark	American Reprographics Company, L.L.C.	PLANWELL	76/097,965	7/27/2000	2,555,201	4/2/2002
Service Mark	American Reprographics Company, L.L.C.	PLANWELL PDS	76/488,038	2/7/2003	2,967,679	7/12/2005
Service Mark	American Reprographics Company, L.L.C.	Stylized "V"	75/312,202	6/20/1997	2,230,081	3/9/1999
Service Mark	American Reprographics Company, L.L.C.	SUB-HUB	78/516,221	11/12/2004	3,419,840	4/29/2008
Service Mark	ARC Acquisition Corporation	BPS and Design	75/410,499	12/23/1997	2,390,739	10/3/2000
Service Mark	American Reprographics Company, L.L.C. (as successor-in-interest to Reprographics Northwest, LLC)	R REPROGRAPHICS NORTHWEST INC and Design	75/494,092	6/1/1998	2,330,987	3/21/2000
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	COLOR IT PLUS	77,198,777	6/6/2007	3,502,614	9/16/2008

Type of Mark	Owner	Description	Serial No.	App. Date	Reg. No.	Reg. Date
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	COLOR IT PLUS and Design	77,312,950	10/25/2007	3,581,391	2/24/2009
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS ADVANCED TECHNOLOGIES	77,143,797	3/29/2007	3,648,076	6/30/2009
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS ADVANCED TECHNOLOGIES and Design	77,144,513	3/30/2007	3,644,071	6/23/2009
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS EQUIPMENT SERVICES	77,143,818	3/29/2007	3,528,275	11/4/2008
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS EQUIPMENT SERVICES and Design	77,144,516	3/30/2007	3,528,276	11/4/2008
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS NETWORK	77,143,783	3/29/2007	3,505,965	9/23/2008
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS NETWORK and Design	77,144,489	3/30/2007	3,505,966	9/23/2008
Service Mark	Ridgway's, LLC (as successor-in-interest to Western Blue Print Company, L.L.C.)	DAD	76/422,614	6/19/2002	2,768,932	9/30/2003
Service Mark	ERS Digital, Inc.	EBLUEPRINT	76,287,368	7/19/2001	2893941	10/12/2004
Trademark	Ridgway's, LLC (as successor-in-interest to T-Square Express, Inc.)	MIX IMAGING	78,696,311	8/19/2005	3313835	10/16/2007

Type of Mark	Owner	Description	Serial No.	App. Date	Reg. No.	Reg. Date
Service Mark - Ohio	Queen City Reprographics, Inc. (ownership change to American Reprographics Company, L.L.C. pending)	DIGITAL IMAGING SUPPLIES & design	200,411,900,290	4/27/2004	1,459,688	4/27/2004
Service Mark - Ohio	Queen City Reprographics, Inc. (ownership change to American Reprographics Company, L.L.C. pending)	RESOURCE IMAGING SUPPLY & design	200,416,602,754	6/14/2004	1,470,037	6/14/2004
Trade Name Registration - Ohio	Queen City Reprographics, Inc.	RESOURCE IMAGING SUPPLY	200,424,504,004	2/7/2000	1,131,186	2/7/2000
Service Mark	American Reprographics Company, L.L.C.	RIOT CREATIVE IMAGING	85/604,589	4/21/2012	4,257,201	12/11/2012
Service Mark	American Reprographics Company, L.L.C.	ARC AMERICAN REPROGRAPHICS COMPANY	78/713269	9/14/2005	3,260,144	7/10/2007