

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUAD/GRAPHICS MARKETING, LLC		04/28/2014	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2003		
Entity Type:	NATIONAL BANK: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3423260	ACOMS	
Registration Number:	3325073	ACOMS	
Registration Number:	2794646	ADNEXUS	
Registration Number:	3184171	COLORRIGHT	
Registration Number:	2797513	CUSTOMER FOCUS	
Registration Number:	3151470	ENKLAV VOICE	
Registration Number:	2898080	ENKLAVMERCHANT	
Registration Number:	2855066	ENKLAVPUBLISHER	
Registration Number:	2936789	ENKLAVVISION	
Registration Number:	2877015	INSERTS2ONLINE	
Registration Number:	3021355	PAGESCRIPT XT	
Registration Number:	2115653	PLYPAK	
Registration Number:	2946178	RIGHT PRODUCT RIGHT TIME	
Registration Number:	2425136	THESPECDEPT.COM	
Registration Number:	3232903	TURN TO US	
Registration Number:	1628567	USA DIRECT	
Registration Number:	2622888	VERTIS	
Registration Number:	2800699	VERTIS	
Registration Number:	3473942	VERTIS COMMUNICATIONS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3098158	VERTIS MEDIA/TNN
Registration Number:	2238436	VISION BANK
Registration Number:	1016544	WEBCRAFT

CORRESPONDENCE DATA

Fax Number: 4142974900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 414 271-2400

Email: IPDocketing@foley.com, jrodriguez@foley.com

Correspondent Name: Christopher M. King-Foley & Lardner LLP

Address Line 1: 777 East Wisconsin Avenue

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	067920-0453
NAME OF SUBMITTER:	Brett P. Belden
SIGNATURE:	/Brett P. Belden/
DATE SIGNED:	06/27/2014

Total Attachments: 5

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of April 28, 2014 by and from QUAD/GRAPHICS MARKETING, LLC, a limited liability company organized under the laws of the State of Wisconsin (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, "Grantee"), for the benefit of the Holders of Secured Obligations under the Credit Agreement described below.

WHEREAS, the Quad/Graphics, Inc. (the "Borrower"), the Lenders party thereto, and Grantee have entered into the Second Amended and Restated Credit Agreement dated as of April 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has entered into the Second Amended and Restated Pledge and Security Agreement dated as of April 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Borrower, the Grantor, certain other Subsidiaries of the Borrower and the Grantee;

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other loan documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the Guaranteed Obligations (both as defined in the Pledge and Security Agreement). Upon the indefeasible payment of all the Secured Obligations and Guaranteed Obligations in cash (other than Unliquidated Obligations), the termination or expiration of the Commitments and all Letters of Credit (or, in the case of all Letters of Credit, that the Letters of Credit have been fully collateralized (by cash or letter of credit) on terms reasonably satisfactory to the Grantee) and no commitments of the Grantee or the Holders of Secured Obligations which would give rise to any Secured Obligations or Guaranteed Obligations are outstanding, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.


By: Jennifer Kent
Name: Jennifer Kent
Title: Secretary

Signature Page to Confirmatory Grant of Security Interest in Trademarks

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
ACOMS	76444240	8/26/2002	3423260	10/30/2007	QUAD/GRAPHICS MARKETING, LLC
ACOMS	76444239	8/26/2002	3325073	5/6/2008	QUAD/GRAPHICS MARKETING, LLC
ADNEXUS	78141131	7/3/2002	2794646	12/16/2003	QUAD/GRAPHICS MARKETING, LLC
COLORRIGHT	76434842	7/26/2002	3184171	12/12/2006	QUAD/GRAPHICS MARKETING, LLC
CUSTOMER FOCUS	78141139	7/3/2002	2797513	12/23/2003	QUAD/GRAPHICS MARKETING, LLC
ENKLAV VOICE	78155673	8/19/2002	3151470	10/3/2006	QUAD/GRAPHICS MARKETING, LLC
ENKLAVMERCHANT	78155683	8/19/2002	2898080	10/26/2004	QUAD/GRAPHICS MARKETING, LLC
ENKLAVPUBLISHER	78155678	8/19/2002	2855066	6/15/2004	QUAD/GRAPHICS MARKETING, LLC
ENKLAVVISION	78155666	8/19/2002	2936789	3/29/2005	QUAD/GRAPHICS MARKETING, LLC
INSERTS2ONLINE	78147124	7/24/2002	2877015	8/24/2004	QUAD/GRAPHICS MARKETING, LLC
PAGESCRIPT XT	76434897	7/26/2002	3021355	11/29/2005	QUAD/GRAPHICS MARKETING, LLC
PLYPAK	75149758	8/13/1996	2115653	11/25/1997	QUAD/GRAPHICS MARKETING, LLC
RIGHT PRODUCT RIGHT TIME	78408134	4/26/2004	2946178	5/3/2005	QUAD/GRAPHICS MARKETING, LLC
THESPECDEPT.COM	75901657	1/24/2000	2425136	1/30/2001	QUAD/GRAPHICS MARKETING, LLC
TURN TO US	78848168	3/28/2006	3232903	4/24/2007	QUAD/GRAPHICS MARKETING, LLC
USA DIRECT	73818404	8/10/1989	1628567	12/18/1990	QUAD/GRAPHICS MARKETING, LLC
VERTIS	75980666	7/5/2000	2622888	12/24/2002	QUAD/GRAPHICS MARKETING, LLC

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
VERTIS	76083690	7/5/2000	2800699	12/30/2003	QUAD/GRAPHICS MARKETING, LLC
VERTIS COMMUNICATIONS (DESIGN) 	78899126	6/2/2006	3473942	7/22/2008	QUAD/GRAPHICS MARKETING, LLC
VERTIS MEDIA/TNN	78654850	6/21/2005	3098158	5/30/2006	QUAD/GRAPHICS MARKETING, LLC
VISION BANK	75387559	11/10/1997	2238436	4/13/1999	QUAD/GRAPHICS MARKETING, LLC
WEBCRAFT	72427545	6/16/1972	1016544	7/22/1975	QUAD/GRAPHICS MARKETING, LLC