

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MERRILL COMMUNICATIONS LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
MERRILL BRINK INTERNATIONAL CORPORATION		06/01/2015	CORPORATION: MINNESOTA
VITAC CORPORATION		06/01/2015	CORPORATION: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent
<b>Street Address:</b>	11 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	BANK: SWITZERLAND

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
<b>Registration Number:</b>	4104827	MERRILL BRINK
<b>Registration Number:</b>	3012314	IBUDGET
<b>Registration Number:</b>	2677569	ITRAC
<b>Registration Number:</b>	3756595	MERRILL DATASITE
<b>Registration Number:</b>	2895452	MILLIONS OF PAGES. ONE SOLUTION.
<b>Registration Number:</b>	2825379	MERRILLCONNECT
<b>Registration Number:</b>	2418166	DELIVERING MARKETING SOLUTIONS TO REAL E
<b>Registration Number:</b>	1975946	MERRILL CORPORATION
<b>Registration Number:</b>	2656292	FINE ARTS
<b>Registration Number:</b>	2518610	FINE ARTS
<b>Registration Number:</b>	1642798	SPARKLE WHITE
<b>Registration Number:</b>	1644386	COTTON FIBRE PLUS
<b>Registration Number:</b>	1618744	FINE ARTS ENGRAVING COMPANY
<b>Registration Number:</b>	4339224	SOCIAL MATTERS
<b>Registration Number:</b>	2033236	VITAC

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2128225178

*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:** 2125305178**Email:** lkass@milbank.com**Correspondent Name:** Milbank, Tweed, Hadley & McCloy, LLP**Address Line 1:** 28 Liberty Street**Address Line 2:** c/o Lawrence Kass**Address Line 4:** NEW YORK, NEW YORK 10005

<b>ATTORNEY DOCKET NUMBER:</b>	28302.55000
<b>NAME OF SUBMITTER:</b>	Lawrence Kass
<b>SIGNATURE:</b>	/s/ Lawrence Kass
<b>DATE SIGNED:</b>	06/12/2015

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, each Grantor is party to a Security Agreement dated as of June 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent obligations as to which no claim has been asserted, Cash Management Obligations that have been cash collateralized or subject to other arrangements reasonably satisfactory to the relevant Hedge Bank and obligations pursuant to Secured Hedge Agreements that are cash collateralized or subject to other arrangements reasonably satisfactory to the relevant Hedge Bank). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by

each Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

#### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

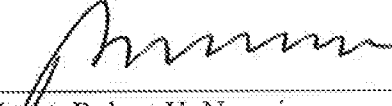
#### **SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

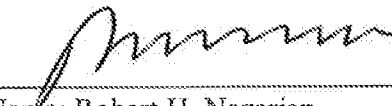
[Remainder of page intentionally left blank]

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

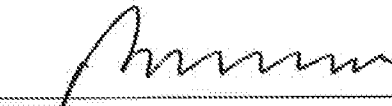
**MERRILL COMMUNICATIONS LLC**

By:   
Name: Robert H. Nazarian  
Title: Executive Vice President, Chief Financial Officer and Treasurer

**MERRILL BRINK INTERNATIONAL CORPORATION**

By:   
Name: Robert H. Nazarian  
Title: Chief Financial Officer and Treasurer

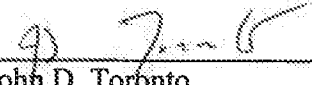
**WORDWAVE, INC.**


By:   
Name: Robert H. Nazarian  
Title: Chief Financial Officer and Treasurer

**VITAC CORPORATION**

By:   
Name: Robert H. Nazarian  
Title: Chief Financial Officer and Treasurer

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,**  
as Administrative Agent

By:   
Name: John D. Toronto  
Title: Authorized Signatory

By:   
Name: Whitney Gaston  
Title: Authorized Signatory

*[Signature Page to Trademark Security Agreement -- Merrill Communications LLC]*

#4844-0491-9588

**TRADEMARK**  
**REEL: 005550 FRAME: 0725**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Registered Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
MERRILL BRINK	USA	4104827	02/28/12	Merrill Brink International Corporation
IBUDGET	USA	3012314	11/01/05	Merrill Brink International Corporation
ITRAC	USA	2677569	01/21/03	Merrill Brink International Corporation
MERRILL DATASITE	USA	3756595	03/09/10	Merrill Communications LLC
MILLIONS OF PAGES. ONE SOLUTION.	USA	2895452	10/19/04	Merrill Communications LLC
MERRILLCONNECT	USA	2825379	03/23/04	Merrill Communications LLC
DELIVERING MARKETING SOLUTIONS TO REAL ESTATE	USA	2418166	01/02/01	Merrill Communications LLC
MERRILL CORPORATION	USA	1975946	05/28/96	Merrill Communications LLC
FINE ARTS	USA	2656292	12/03/02	Merrill Communications LLC
FINE ARTS and Design (Box)	USA	2518610	12/11/01	Merrill Communications LLC
SPARKLE WHITE	USA	1642798	04/30/91	Merrill Communications LLC
COTTON FIBRE PLUS	USA	1644386	05/14/91	Merrill Communications LLC
FINE ARTS ENGRAVING COMPANY	USA	1618744	10/23/90	Merrill Communications LLC
SOCIAL MATTERS	USA	4339224	05/21/13	Merrill Communications LLC
VITAC	USA	2033236	01/28/97	VITAC Corporation



**Pending Trademark Applications**

Mark	Appl. No.	Filing Date	Owner
PRAYAAS	2411910	10/16/12	Merrill Communications LLC