## 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
Schawk, Inc.		06/11/2009	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, National Association, as contractual representative for itself and the Secured Parties
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77651331	BRANDSQUARE
Serial Number:	77452160	LESSTIGE
Registration Number:	2730539	PARTS-PRODUCTION AND RESOURCE TRACKING SYSTEM
Registration Number:	3068598	SCHAWK
Registration Number:	3483356	SCHAWK

#### **CORRESPONDENCE DATA**

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

214-981-3483 Phone: Email: dclark@sidley.com Correspondent Name: Dusan Clark, Esq. Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

**TRADEMARK** 

900136218 REEL: 004003 FRAME: 0933

ATTORNEY DOCKET NUMBER:	36084-32860
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	06/12/2009
Total Attachments: 4 source=Schawk - Confirmatory Grant (Trad	emarks)#page2.tif emarks)#page3.tif

# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 11, 2009 by and from SCHAWK, INC., a Delaware corporation (the "Borrower"), the Subsidiaries of the Borrower listed on the signature pages hereto (together with the Borrower, the "Initial Grantors") to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as contractual representative for itself and for the Secured Parties (as defined in the Security Agreement identified below) (in such capacities, the "Grantee").

WHEREAS, the Borrower, and certain Subsidiaries of the Borrower have entered into a Security Agreement dated as of June 11, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, each of the Initial Grantors owns the trademarks listed under such Initial Grantor's name on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. 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 Security Agreement and the other Lender 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 Security Agreement, the provisions of the 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) <u>Definitions.</u> All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- The Security Interest. Each Initial Grantor hereby grants to Grantee a security interest in (1) all of such Initial Grantor's right, title and interest in and to its respective Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by such Initial Grantor, together with (2) all proceeds of such 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 such Trademarks or unfair competition regarding the same.
- 3) <u>Counterparts</u>. This Confirmatory Grant 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.
- 4) <u>Governing Law.</u> This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws (including 735 ILCS 105/5-1 et seq. but otherwise without regard to the conflicts of laws provisions) of the State of Illinois.

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

SCHAWK, INC.

Cunningham Chief Financial Officer

On April //, 2009, before me, HEATHER M. POITRAS Notary Public, personally appeared Timothy J. Conningham, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Notary Public, State of TUINOS

My Commission Expires: 95/18/2011

TOPPICTAL SEAL" HEATPILIX Pro-Notary Public, Commission Expires 05/18/11

> Signature Page for Grant of Security Interest in United States Trademarks

	SCHAMK	CN.		
	TRADEMARKS – SCHEDULE A Updated: April 9, 2009	CHEDULE A 9, 2009		
	Trademark	Country / State	Serial No. / Registration No.	Filing Date / Registration Date
Schawk, Inc.	BRANDSQUARE	SN	77/651331	January 16, 2009
	LESSTIGE	Sn	77/452160	April 18, 2008
	PARTS-PRODUCTION AND	SN	2,730,539	June 24, 2003
	RESOURCE TRACKING SYSTEM			
	SCHAWK	SN	3,068,598	September 14, 2004
	SCHAWK	SN	3,483,356	August 12, 2008
Schawk USA, Inc.	SCHAWKGRAPHICS*	Sn	905,671	January 5, 1971
InterchangeDigital, Inc.	INTERCHANGEDIGITAL*	SN	2989164	August 30, 2005
CC Acquisition Corp.	ECPLACE*	SN	2780962	November 11, 2003
	ECBUILDER*	SN	2750660	August 12, 2003
	ECENGINE*	SN	2720232	June 3, 2003
	ECPARTNER*	SN	2728473	June 24, 2003
Applied Graphics Technologies,	AGT*	SN	1827766	March 22, 1994
Inc.	AGT*	SN	1827884	March 22, 1994
	APPLIED GRAPHICS TECHNOLOGIES*	SN	1677069	February 25, 1992
	APPLIED GRAPHICS TECHNOLOGIES*	SN	1726437	October 20, 1992
	DIGITAL ORIGINALS*	Sn	1631549	January 15, 1991
Meridian Retail, Inc.	ALTURAS COMMUNICATIONS*	SN	2788750	December 2, 2003
	ALTURAS*	SN	2753058	August 19, 2003
	MISS WUSHU*	SN	3014522	November 15, 2005
	M MERIDIAN*	SN	2826874	March 30, 2004

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SCHAWK, INC. TRADEMARKS – SCHEDULE A Updated: April 9, 2009	INC. CHEDULE A 9, 2009		
Trademark	Country / State	Serial No. / Registration No.	Filing Date / Registration Date
MERIDIAN MAPP*	SN	2877812	August 24, 2004
MERIDIAN MEASURING ADVERTISING FOR PROFIT PERFORMANCE*	SN	2877811	August 24, 2004

**RECORDED: 06/12/2009** 

\*\*\*For all listed intellectual property assets which are denoted with an asterisk, such intellectual property assets are being listed because at least one of the following applies such intellectual property asset is presently not in use, or is in use for the time being, but is being considered for phasing out. Schawk shall have no obligation to prepare or file any assignment or other documents with the U.S. Patent and Trademark Office or other appropriate governmental agency or body for such intellectual property asset to reflect or perfect any change of ownership of such intellectual property asset.

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