

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quad/Graphics, Inc.		07/02/2010	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 South Dearborn		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1417039	QG	
Registration Number:	2191531	QG	
Registration Number:	1410850	QUADGRAPHICS	
Registration Number:	1860184	FROM DESKTOP TO DOORSTEP	
Registration Number:	1868228	QUAD/ALOG	
Registration Number:	2569525	QUAD/ALOG	
Registration Number:	2276670	QUADDIRECT	
Registration Number:	3212475	SMARTTOOLS	
Registration Number:	3131812	IMPOZE	
Registration Number:	2700472	QUAD/DISK	
Registration Number:	2949741	JACKRABBIT GRAVURE	
Registration Number:	2703269	TEAMQUAD	
Registration Number:	2861325	QUADARM	
Registration Number:	2791424	SMARTCREATE	

**CH \$515.00 1417039**

Registration Number:	3074201	SMART MATCH
Registration Number:	3156375	ADSYNC
Serial Number:	77797838	QUADPOD
Serial Number:	77926277	MOVIE CLIPS
Serial Number:	77926278	MOVIE CLIPS
Serial Number:	85061812	INNOVATIVE PEOPLE REDEFINING PRINT

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-981-3483  
Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
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Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-37010
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	07/15/2010

Total Attachments: 4  
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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 July 2, 2010 by and from QUAD/GRAPHICS, INC., a Wisconsin corporation (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 Grantor, 7345933 Canada Inc., the Lenders party thereto, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Grantee have entered into a Credit Agreement dated as of April 23, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has entered into the Pledge and Security Agreement dated as of July 2, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Grantor, certain Subsidiaries of the Grantor 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 (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.

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

QUAD/GRAPHICS, INC.

By: \_\_\_\_\_



Name: Andrew R. Schiesl

Title: Vice President, General Counsel and Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Registration or Serial No.	Jurisdiction	Assignee
QG DESIGN	1417039	U.S.	Quad/Graphics, Inc.
QG DESIGN (B&W)	2191531	U.S.	Quad/Graphics, Inc.
QUADGRAPHICS	1410850	U.S.	Quad/Graphics, Inc.
FROM DESKTOP TO DOORSTEP	1860184	U.S.	Quad/Graphics, Inc.
QUAD/ALOG	1868228	U.S.	Quad/Graphics, Inc.
QUAD/ALOG	2569525	U.S.	Quad/Graphics, Inc.
QUAD/DIRECT	2276670	U.S.	Quad/Graphics, Inc.
SMARTTOOLS	3212475	U.S.	Quad/Graphics, Inc.
IMPOZE	3131812	U.S.	Quad/Graphics, Inc.
QUAD/DISK	2700472	U.S.	Quad/Graphics, Inc.
JACKRABBIT GRAVURE	2949741	U.S.	Quad/Graphics, Inc.
TEAMQUAD	2703269	U.S.	Quad/Graphics, Inc.
QUADARM	2861325	U.S.	Quad/Graphics, Inc.
SMARTCREATE	2791424	U.S.	Quad/Graphics, Inc.
SMART MATCH	3074201	U.S.	Quad/Graphics, Inc.
ADSYNC	3156375	U.S.	Quad/Graphics, Inc.
QUADPOD	77/797,838	U.S.	Quad/Graphics, Inc.
MOVIE CLIPS	77926277	U.S.	Quad/Graphics, Inc.
MOVIE CLIPS (design)	77926278	U.S.	Quad/Graphics, Inc.
INNOVATIVE PEOPLE REDEFINING PRINT	85/061812	U.S.	Quad/Graphics, Inc.
QG DESIGN (B&W)		Wisconsin	Quad/Graphics Inc
QUAD & DESIGN		Wisconsin	Quad/Graphics, Inc.
QUADGRAPHICS		Wisconsin	Quad/Graphics, Inc.