

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
World Color Printing (USA) Corp.		07/02/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1743735	DITTLER BROTHERS	
Registration Number:	1781875	GREAT WESTERN PUBLISHING	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3483		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
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		
ATTORNEY DOCKET NUMBER:	36084-37010		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$65.00 1743735

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 WORLD COLOR PRINTING (USA) CORP., a Delaware 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 Quad/Graphics, Inc., 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.

WORLD COLOR PRINTING (USA) CORP.

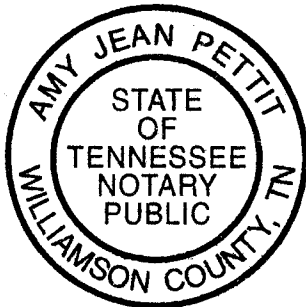
By: David McCarthy
Name: David Mc Carthy
Title: Vice President

STATE OF Tennessee)
Williamson COUNTY)

David McCarthy, known to me to be the Vice President of World Color Printing (USA) Corp., personally came before me this 24th day of June 2010, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of World Color Printing (USA) Corp. and pursuant authority duly received.

(SEAL)

Amy Jean Pettit
Notary Public, State of Tennessee
My Commission Expires: January 21, 2013



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

Mark	Country	Application #	File Date	Registration #	Registration Date	Status	Owner Name
BOUNCE BACK BRC	UNITED STATES	73/715,931	03/10/1988	1,540,990	05/23/1989	CANCELLED	World Color Printing (USA) Corp.
DITTLER BROTHERS	UNITED STATES	74/200,864	09/05/1991	1,743,735	12/29/1992	REGISTERED	World Color Printing (USA) Corp.
GREAT WESTERN PUBLISHING	UNITED STATES	74/212,910	10/17/1991	1,781,875	07/13/1993	REGISTERED	World Color Printing (USA) Corp.
HANDS-ON-TECH	CANADA	755,232	05/19/1994	478,096	06/19/1997	REGISTERED	World Color Printing (USA) Corp.