

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMPOSITE IMAGE SYSTEM, LLC		02/23/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
EFILM, LLC		02/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
DELUXE LABORATORIES, INC.		02/23/2011	CORPORATION: DELAWARE
DELUXE DIGITAL STUDIOS, INC.		02/23/2011	CORPORATION: DELAWARE
DELUXE DIGITAL MEDIA MANAGEMENT, INC.		02/23/2011	CORPORATION: DELAWARE
DELUXE MEDIA GROUP LLC		02/23/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS SECOND LIEN COLLATERAL AGENT
Street Address:	11 Madison Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	3766811	[ROK!T]
Registration Number:	3766810	ROK!T
Registration Number:	2312809	CHACE DIGITAL STEREO
Registration Number:	3884095	
Registration Number:	3891051	POCKET BLU
Registration Number:	3621458	COLOR BY DELUXE
Registration Number:	3526509	COLOR BY DELUXE

900190021

TRADEMARK
 REEL: 004527 FRAME: 0014

OP \$1515.00 3766811

Registration Number:	3621459	COLOR BY DELUXE
Registration Number:	3727048	COLOR BY DELUXE
Registration Number:	3621460	COLOR BY DELUXE
Registration Number:	3536091	COLOR BY DELUXE
Registration Number:	3621461	COLOR BY DELUXE
Registration Number:	3526510	COLOR BY DELUXE
Registration Number:	3621462	COLOR BY DELUXE
Registration Number:	3727049	COLOR BY DELUXE
Registration Number:	3621463	COLOR BY DELUXE
Registration Number:	3610895	DELUXE
Registration Number:	3678250	DELUXE
Registration Number:	3665490	DELUXE
Registration Number:	3618079	DELUXE
Registration Number:	3801521	DELUXE
Registration Number:	3610896	DELUXE
Registration Number:	3653056	DELUXE
Registration Number:	3678251	DELUXE
Registration Number:	3653057	DELUXE
Registration Number:	3653058	DELUXE
Registration Number:	3678252	DELUXE
Registration Number:	3487309	DELUXE
Registration Number:	3599142	FCT DATA
Registration Number:	3599143	FCT DATA
Registration Number:	3599144	FCT DATA
Registration Number:	3599145	FCT FILM
Registration Number:	3599146	FCT FILM
Registration Number:	3603157	FCT SOUND
Registration Number:	3603158	FCT SOUND
Registration Number:	3399692	CO3
Registration Number:	3403187	COMPANY 3
Registration Number:	2747992	FILMCORE
Registration Number:	3395717	UP
Registration Number:	3308367	VODERA
Registration Number:	2480453	METHOD
Registration Number:	2657170	R!OT

	3149363	RIOT MANHATTAN
Registration Number:	2681518	RIOT
Registration Number:	3755182	COLORSTREAM
Registration Number:	3752731	COLORSTREAM
Registration Number:	3758072	SAMSARA
Registration Number:	3755183	SAMSARA
Registration Number:	3758073	SAMSARA
Serial Number:	77929057	CIS
Serial Number:	77798954	SIDECAR
Serial Number:	78609318	BLINK DIGITAL
Serial Number:	77101769	CINETECH
Serial Number:	77723531	JAVELIN
Serial Number:	77743411	M4
Serial Number:	77743413	MAKE + MANAGE + MOVE + MONETIZE
Serial Number:	77101490	VIIA
Serial Number:	77672300	
Serial Number:	77407616	GMX
Serial Number:	77407612	THEXCHANGE

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36842
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/22/2011

Total Attachments: 16
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Schedule 1 to the IP Trademark Cover Sheet

Additional names of conveying parties:

EFilm, LLC - a Delaware LLC

Deluxe Laboratories, Inc. - a Delaware Corporation

Deluxe Digital Studios, Inc. - a Delaware Corporation

Deluxe Digital Media Management, Inc. - a Delaware Corporation

Deluxe Media Group LLC - a Delaware LLC

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "**Agreement**") dated as of February 23, 2011, is among COMPOSITE IMAGE SYSTEMS, LLC, a California limited liability company, DELUXE DIGITAL MEDIA MANAGEMENT, INC., a Delaware corporation, DELUXE DIGITAL STUDIOS, INC., a Delaware corporation, DELUXE LABORATORIES, INC., a Delaware corporation, DELUXE MEDIA GROUP LLC (formerly known as ASCENT MEDIA GROUP, LLC), a Delaware limited liability company, and EFILM, LLC, a Delaware limited liability company (each a "**Grantor**" and, collectively, "**Grantors**") and CREDIT SUISSE AG ("**Credit Suisse**"), as second lien collateral agent (in such capacity, the "**Collateral Agent**").

PRELIMINARY STATEMENT

Reference is made to (a) the Second Lien Credit Agreement dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Deluxe Entertainment Services Group Inc. (the "**Borrower**"), DX Holdings LLC ("**Holdings**"), the lenders from time to time party thereto (the "**Lenders**") and the Collateral Agent, and (b) the Second Lien Guarantee and Collateral Agreement dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrower, Holdings, the Subsidiary Guarantors and Credit Suisse, as the Collateral Agent. The Lenders have agreed to make term loans to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to make such loans are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Grantors are affiliates of the Borrower, will derive substantial benefits from the making of loans to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to make such loans. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable 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*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, 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 (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto (the “*Trademarks*”); and

(b) all goodwill associated with or symbolized by the Trademarks;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover (i) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any material right, title or interest of such Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law), (ii) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder to the extent that any applicable law prohibits the creation of a security interest thereon (other than to the extent that any such provision of applicable law would be rendered ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law) and (iii) any trademark applications filed in the United States Patent and Trademark Office (the “*PTO*”) on the basis of any Grantor’s “intent-to-use” such marks until an appropriate amendment to allege use or statement of use is filed in and accepted by the PTO.


SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Second Lien Trademark Security Agreement dated as of May 11, 2007. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. *Intercreditor Agreement Governs*. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

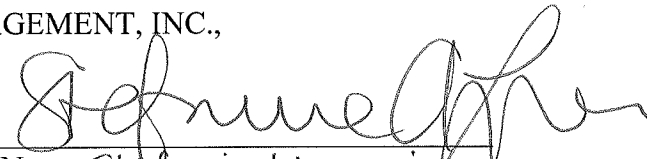
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

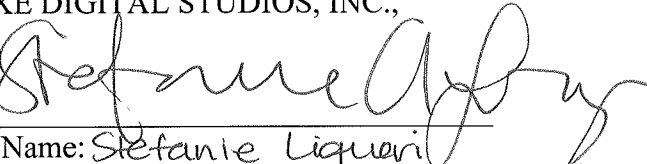
COMPOSITE IMAGE SYSTEMS, LLC

by 
Name: Stefanie Liquori
Title: SVP, Deputy General Counsel

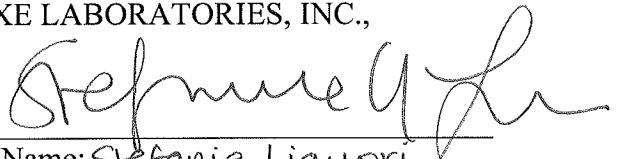
DELUXE DIGITAL MEDIA
MANAGEMENT, INC.,

by 
Name: Stefanie Liquori
Title: SVP, Deputy General Counsel

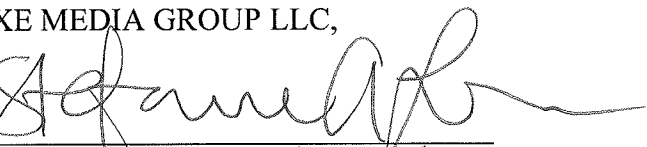
DELUXE DIGITAL STUDIOS, INC.,

by 
Name: Stefanie Liquori
Title: SVP, Deputy General Counsel

DELUXE LABORATORIES, INC.,

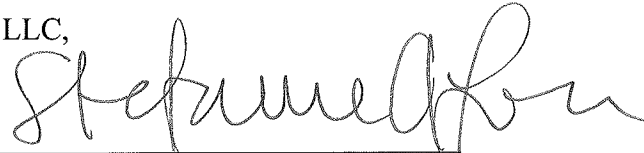
by 
Name: Stefanie Liquori
Title: SVP, Deputy General Counsel

DELUXE MEDIA GROUP LLC,

by 
Name: Stefanie Liquori
Title: SVP, Deputy General Counsel

EFILM, LLC,

by



Name: Stefanie Liquori

Title: SVP, Deputy General Counsel

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by

Name:

Title:

by

Name:

Title:

EFILM, LLC,

by

Name:

Title:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,


by



Name:

Title: ROBERT HETU
MANAGING DIRECTOR

by





Name:

Title: **Rahul Parmar**
Associate

Schedule I


U.S. TRADEMARKS OWNED BY COMPOSITE IMAGE SYSTEMS, LLC

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
[ROK!T] (Stylized) 	77-799105 August 6, 2009	3,766,811 March 30, 2010	42	Registered
CIS and Design 	77-929057 February 5, 2010		41	Pending
ROK!T ROK!T	77-799095 August 6, 2009	3,766,810 March 30, 2010	42	Registered

U.S. TRADEMARKS OWNED BY DELUXE DIGITAL MEDIA MANAGEMENT, INC.






MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
CHACE DIGITAL STEREO (Stylized)	75-305996 June 10, 1997	2,312,809 February 1, 2000	41	Registered






U.S. TRADEMARKS OWNED BY DELUXE DIGITAL STUDIOS, INC.



MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
MISCELLANEOUS DESIGN 	77-849072 October 15, 2009	3,884,095 November 30, 2010	9	Registered
POCKET BLU POCKET BLU	77-812013 August 25, 2009	3,891,051 December 14, 2010	9	Registered
SIDECAR SIDECAR	77-798954 August 6, 2009		9	Pending

U.S. TRADEMARKS OWNED BY DELUXE LABORATORIES, INC.

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
COLOR BY DELUXE COLOR BY DELUXE	77-285956 September 21, 2007	3,621,458 May 19, 2009	35	Registered

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
COLOR BY DELUXE COLOR BY DELUXE	77-286048 September 21, 2007	3,526,509 November 4, 2008	39	Registered
COLOR BY DELUXE COLOR BY DELUXE	77-286067 September 21, 2007	3,621,459 May 19, 2009	40	Registered
COLOR BY DELUXE COLOR BY DELUXE	77-286124 September 21, 2007	3,727,048 December 22, 2009	40, 41	Registered
COLOR BY DELUXE COLOR BY DELUXE	77-286146 September 21, 2007	3,621,460 May 19, 2009	42	Registered
COLOR BY DELUXE and Design 	77-286034 September 21, 2007	3,536,091 November 25, 2008	39	Registered
COLOR BY DELUXE and Design 	77-286148 September 21, 2007	3,621,461 May 19, 2009	35	Registered
COLOR BY DELUXE and Design 	77-286157 September 21, 2007	3,526,510 November 4, 2008	39	Registered
COLOR BY DELUXE and Design 	77-286164 September 21, 2007	3,621,462 May 19, 2009	40	Registered
COLOR BY DELUXE and Design 	77-286172 September 21, 2007	3,727,049 December 22, 2009	40, 41	Registered

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
COLOR BY DELUXE and Design 	77-286176 September 21, 2007	3,621,463 May 19, 2009	42	Registered
DELUXE DELUXE	77-227078 July 11, 2007	3,610,895 April 28, 2009	35	Registered
DELUXE DELUXE	77-227100 July 11, 2007	3,678,250 September 8, 2009	39	Registered
DELUXE DELUXE	77-227118 July 11, 2007	3,665,490 August 11, 2009	40	Registered
DELUXE DELUXE	77-227139 July 11, 2007	3,618,079 May 12, 2009	41	Registered
DELUXE DELUXE	77-227145 July 11, 2007	3,801,521 June 15, 2010	42	Registered
DELUXE DELUXE	77-227160 July 11, 2007	3,610,896 April 28, 2009	45	Registered
DELUXE and Design 	77-227380 July 11, 2007	3,653,056 July 14, 2009	35	Registered
DELUXE and Design 	77-227390 July 11, 2007	3,678,251 September 8, 2009	39	Registered
DELUXE and Design 	77-227398 July 11, 2007	3,653,057 July 14, 2009	40	Registered
DELUXE and Design 	77-227402 July 11, 2007	3,653,058 July 14, 2009	41	Registered

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
DELUXE and Design 	77-227410 July 11, 2007	3,678,252 September 8, 2009	42	Registered
DELUXE and Design 	77-227418 July 11, 2007	3,487,309 August 19, 2008	45	Registered
FCT DATA FCT DATA	77-171469 May 2, 2007	3,599,142 March 31, 2009	40	Registered
FCT DATA FCT DATA	77-171473 May 2, 2007	3,599,143 March 31, 2009	42	Registered
FCT DATA FCT DATA	77-171478 May 2, 2007	3,599,144 March 31, 2009	45	Registered
FCT FILM FCT FILM	77-171489 May 2, 2007	3,599,145 March 31, 2009	42	Registered
FCT FILM FCT FILM	77-171491 May 2, 2007	3,599,146 March 31, 2009	45	Registered
FCT SOUND FCT SOUND	77-171441 May 2, 2007	3,603,157 April 7, 2009	42	Registered
FCT SOUND FCT SOUND	77-171445 May 2, 2007	3,603,158 April 7, 2009	45	Registered

U.S. TRADEMARKS OWNED BY DELUXE MEDIA GROUP LLC

MARK	APPLN/ REG/NO.	FILING/ REG. DATE
BLINK DIGITAL	78/609318	14-APR-05
CINETECH	77/101769	07-FEB-07
CO3	3399692	18-MAR-08
COMPANY 3	3403187	25-MAR-08
FILMCORE	2747992	05-AUG-03
JAVELIN	77/723531	27-APR-09

MARK	APPLN./ REG/NO.	FILING/ REG. DATE
M4 (M to the power 4, where "4" appears in superscript) (stylized and/or with design)	77/743411	22-MAY-09
MAKE + MANAGE + MOVE + MONETIZE	77/743413	22-MAY-09
UP	3395717	11-MAR-08
VIIA	77/101490	07-FEB-07
VODERA	3308367	09-OCT-07
curved-edged foursquare design	77/672300	17-FEB-09
GMX	77/407616	27-FEB-08
THEXCHANGE	77/407612	27-FEB-08
METHOD	2480453	21-AUG-01
R!OT	2657170	03-DEC-02
R!OT MANHATTAN	3149363	26-SEP-06
RIOT	2681518	28-JAN-03

U.S. TRADEMARKS OWNED BY EFILM, LLC

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
COLORSTREAM COLORSTREAM	77-294361 October 2, 2007	3,755,182 March 2, 2010	41	Registered
COLORSTREAM COLORSTREAM	77-294346 October 2, 2007	3,752,731 February 23, 2010	40	Registered
SAMSARA SAMSARA	77-294403 October 2, 2007	3,758,072 March 9, 2010	40	Registered
SAMSARA SAMSARA	77-294406 October 2, 2007	3,755,183 March 2, 2010	41	Registered
SAMSARA SAMSARA	77-294409 October 2, 2007	3,758,073 March 9, 2010	42	Registered



FOREIGN TRADEMARKS OWNED BY COMPOSITE IMAGE SYSTEMS, LLC

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
CIS VISUAL EFFECTS	Australia	1359241 May 3, 2010	May 3, 2010	41	Registered

FOREIGN TRADEMARKS OWNED BY DELUXE DIGITAL MEDIA MANAGEMENT, INC.




MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
CHACE DIGITAL STEREO (Stylized)	CTM	1409267 December 3, 1999	February 26, 2000	9, 16, 41	Registered

FOREIGN TRADEMARKS OWNED BY DELUXE DIGITAL STUDIOS, INC.

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
DESIGN 	Canada	1471908 March 5, 2010		9	Pending
POCKET BLU	Canada	1463735 December 22, 2009		9	Pending
SIDECAR	Canada	1463734 December 22, 2009		9	Pending
MISCELLANEOUS DESIGN 	WIPO	77849072 October 15, 2009	1035553 March 2, 2010	9	Registered
POCKET BLU	WIPO	77812013 August 25, 2009	1025783 December 22, 2009	9	Registered
SIDECAR	WIPO	77798954 August 6, 2009	1025784 December 22, 2009	9	Registered

FOREIGN TRADEMARKS OWNED BY DELUXE LABORATORIES, INC.

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
COLOR BY DELUXE	France	847338 March 27, 1987	1400764 September 11, 1987	40	Registered
DELUXE	Australia	1261762	September 10, 2008	9, 35, 38,	Registered

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
		September 10, 2008		39, 40, 41, 42, 45	
DELUXE and Design 	Australia	1261780 September 10, 2008	September 10, 2008	9, 35, 38, 39, 40, 41, 42, 45	Registered
DELUXE AND RED CIRCLE DESIGN 	Canada	May 29, 2008	TMA780182 October 19, 2010	35, 39, 40, 41, 42, 45	Registered
FCT DATA	Canada	1365416 September 27, 2007		9, 35, 39, 40, 42, 45	Pending
FCT FILM	Canada	1365418 September 27, 2007		5, 9, 40, 42, 45	Pending
FCT SOUND	Canada	1365417 September 27, 2007		9, 42, 45	Pending
DELUXE 	CTM	6891949 May 7, 2008		35, 39, 40, 41, 42, 45	Pending
FCT DATA	CTM	6315428 September 27, 2007		9, 42	Registered
FCT FILM	CTM	6316566 September 27, 2007		9, 40, 42, 45	Registered
FCT SOUND	CTM	6311716 September 26, 2007		9, 42	Registered

FOREIGN TRADEMARKS OWNED BY EFILM, LLC

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
EFILM	Australia	1200355 September 21, 2007	September 21, 2007	40, 41, 42	Registered

FOREIGN TRADEMARKS OWNED BY DELUXE MEDIA GROUP LLC

MARK	APPLN/ REG/NO.	FILING/ REG. DATE
ONE Logo	2344160	15-JUL-05
SOHO IMAGES	2004/12619	26-MAY-08
SOHO IMAGES	2004/12620	21-APR-08
SOHO IMAGES	2004/12621	21-APR-08
SOHO IMAGES	2369351	24-MAR-06