

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
DELUXE DIGITAL STUDIOS, INC.		01/03/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	101 N. TRYON ST.
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3884095	
Registration Number:	3891051	POCKET BLU
Serial Number:	77798954	SIDECAR

CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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:	37726
NAME OF SUBMITTER:	Penelope J.A. Agodoa

OP \$90.00 3884095

Signature:	/pja/
Date:	02/01/2012
Total Attachments: 8 source=37726#page1.tif source=37726#page2.tif source=37726#page3.tif source=37726#page4.tif source=37726#page5.tif source=37726#page6.tif source=37726#page7.tif source=37726#page8.tif	

PATENT AND TRADEMARK SECURITY
 AGREEMENT dated as of January 3, 2012 (this
 “*Agreement*”), between DELUXE DIGITAL STUDIOS,
 INC., a Delaware Corporation (the “*Grantor*”), and BANK
 OF AMERICA, N.A., as collateral agent (in such capacity,
 the “*Collateral Agent*”).

Reference is made to (a) the Asset-Based Revolving Credit Agreement dated as of January 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “*ABL Facility Credit Agreement*”), among Deluxe Entertainment Services Group Inc., a Delaware corporation (the “*Company*”), Deluxe Laboratories, Inc., a Delaware corporation (“*Deluxe Labs*”), Deluxe Digital Studios, Inc., a Delaware corporation (“*Deluxe Digital*”), Deluxe Media Creative Services Inc., a California corporation (“*Deluxe Creative*”), Deluxe Media Services LLC, a Delaware limited liability company (“*Deluxe Media*”), Company 3, LLC, a Delaware limited liability company (“*Company 3*”, and together with the Company, Deluxe Labs, Deluxe Digital, Deluxe Creative and Deluxe Media, collectively, the “*Borrowers*”), DX Holdings LLC, a Delaware limited liability company (“*Holdings*”), the Lenders from time to time party thereto, Credit Suisse AG, as administrative agent, and Bank of America, N.A., as collateral agent, and (b) the ABL Guarantee and Collateral Agreement dated as of January 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “*ABL Guarantee and Collateral Agreement*”), among Holdings, the Borrowers, the other Loan Parties from time to time party thereto and Bank of America, N.A., as collateral agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the ABL Facility Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Guarantors party hereto are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the ABL Facility Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Issuing Banks to issue additional Letters of Credit. 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 ABL Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the ABL 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 in cash of the Secured Obligations, the Grantor pursuant to the ABL Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets 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 “*Patent and Trademark Collateral*”):

(i) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule I hereto, and all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(ii) (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, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the PTO or any similar offices in any State of the United States of America, including registrations, recordings and pending applications in the PTO (or any successor office), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto and (b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the PTO on the basis of an “intent-to-use” with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the PTO.

SECTION 3. *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 ABL Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the ABL 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 ABL Guarantee and Collateral Agreement, the terms of the ABL Guarantee and Collateral Agreement shall govern.


SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

DELUXE DIGITAL STUDIOS, INC.,

by



Name: Orrin Feingold
Title: Executive Vice President,
Chief Financial Officer and
Treasurer

BANK OF AMERICA, N.A., as
Collateral Agent,

by



Name: Bobby P.S. Bans
Title: Vice President

[Signature Page to Patent and Trademark Security Agreement - Deluxe Digital Studios, Inc.]
[[3322117]]

TRADEMARK
REEL: 004709 FRAME: 0148


SCHEDULE I

Patents Owned by Deluxe Digital Studios, Inc.

<u>Patent</u>	<u>Issue/App. No.</u>
Method and System for Use in Coordinating Multimedia Devices	12/842,001
Method And System For Use in Coordinating Multimedia Devices	12/332,238
Method and System for use in Coordinating Multimedia Devices	13/253,887
Methods and Systems for Use in Controlling Playback of Content in Relation to Recorded Content	13/291,891
Methods and Systems for Use in Controlling Playback of Content in Relation to Recorded Content	61/411,096
Methods and Systems for Use in Controlling Playback of Content in Relation to Recorded Content	61/424,028
Methods and Systems for Use in Customizing Displayed Content Associated with a Portable Storage Medium	13/047,478
Methods And Systems For Use In Customizing Displayed Content From A Portable Storage Medium	12/181,138
Methods And Systems For Use in Providing Playback of Variable Length Content in a Fixed Length Framework	12/479,474
Methods And Systems For Use in Providing Playback of Variable Length Content in a Fixed Length Framework	12/702260
Methods and Systems of Dynamically Managing Content for Use by a Media Playback Device	61/415,933
Methods, Systems and Apparatuses For Use in Updating a Portable Storage Medium	12/613,490

SCHEDULE II

Trademarks Owned by Deluxe Digital Studios, Inc.

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Reg./App. Date</u>
	3,884,095	11/30/2010
POCKET BLU	3,891,051	12/14/2010
SIDECAR	77798,954	08/06/2009

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