

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
EFILM, LLC		01/03/2012	LIMITED LIABILITY COMPANY: 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: 11

Property Type	Number	Word Mark
Registration Number:	2011274	EFILM
Registration Number:	3190411	EFILM DIGITAL LABORATORIES
Registration Number:	1951896	CINEMASCAN
Registration Number:	3752731	COLORSTREAM
Registration Number:	3755182	COLORSTREAM
Registration Number:	3190410	EFILM
Registration Number:	2993621	EFILM DIGITAL LABORATORIES
Registration Number:	3469410	EWORKS
Registration Number:	3758072	SAMSARA
Registration Number:	3755183	SAMSARA
Registration Number:	3758073	SAMSARA

CORRESPONDENCE DATA

Fax Number: (866)826-5420

OP \$290.00 2011274

Phone: 301-638-0511
Email: ipresearchplus@comcast.net

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	37729
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/01/2012

Total Attachments: 8
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

EFILM, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other DELAWARE LIMITED LIABILITY COMPANY

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) JANUARY 3, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: BANK OF AMERICA, N.A., AS COLLATERAL AGENT

Internal

Address: _____

Street Address: 101 N. TRYON ST.

City: CHARLOTTE

State: NC

Country: USA Zip: 28255

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

JANUARY 10, 2012

Date

ERIC SPIERER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of January 3, 2012 (this "*Agreement*"), between EFILM, LLC, a Delaware limited liability company (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.

EFILM, LLC,

by

A handwritten signature in black ink, appearing to read "Orrin Feingold", is written over a horizontal line.

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

[[3322114]]

[Signature Page to Patent and Trademark Security Agreement - EFilm, LLC]

TRADEMARK
REEL: 004709 FRAME: 0228

SCHEDULE I

Patents Owned by EFilm, LLC

U.S. Patent Registrations

None

U.S. Published Patent Applications

None

Non-U.S. Patent Registrations

None

Non-U.S. Published Patent Applications

None

SCHEDULE II

Trademarks Owned by EFILM, LLC

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	2,011,274	10/29/1996
	3,190,411	01/02/2007
CINEMASCAN	1,951,896	01/23/1996
COLORSTREAM	3,752,731	02/23/2010
COLORSTREAM	3,755,182	03/02/2010
EFILM	3,190,410	01/02/2007
EFILM DIGITAL LABORATORIES	2,993,621	09/13/2005
EWORKS	3,469,410	07/15/2008
SAMSARA	3,758,072	03/09/2010
SAMSARA	3,755,183	03/02/2010
SAMSARA	3,758,073	03/09/2010

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