

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 3D LLC		08/10/2012	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: 2			
Property Type	Number	Word Mark	
Serial Number:	85590587	STEREO D	
Serial Number:	85590591	STEREO D	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
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:	38157		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

Signature:	/pja/
Date:	09/21/2012
<p>Total Attachments: 7 source=38157#page1.tif source=38157#page2.tif source=38157#page3.tif source=38157#page4.tif source=38157#page5.tif source=38157#page6.tif source=38157#page7.tif</p>	

PATENT AND TRADEMARK SECURITY
 AGREEMENT dated as of August 10, 2012 (this
 “Agreement”), between DELUXE 3D 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 Borrower, 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 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.

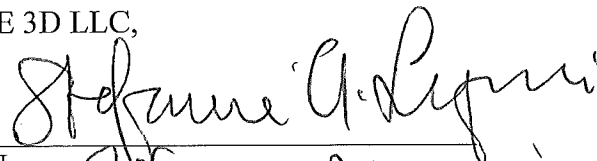
SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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 3D LLC,


by



Name: Stefanie A Lignani
Title: SVP

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

by

A handwritten signature in dark ink, appearing to read "Matthew R. Van Steenhuyse", written over a horizontal line.

Name: Matthew R. Van Steenhuyse

Title: Senior Vice President

[[3362884]]


SCHEDULE I

Patents Owned by Deluxe 3D LLC

None.

SCHEDULE II

Trademarks Owned by Deluxe 3D LLC

MARK	COUNTRY	OWNER	CLASS : GOODS AND/OR SERVICES	APP. NO. APP. DATE	REG. NO. REG. DATE
STEREO D	USA	Deluxe 3D LLC	Class 41: Entertainment services, namely, preparation of special effects including image processing, computer generated graphics, computer generated imagery and conversion of two-dimensional images into three-dimensional images for use in the production and post production of motion pictures, television, videos, digital videos, motion picture film clips, video film clips and trailers; post production editing of motion pictures, television, videos, motion picture film clips, video film clips and trailers.	85/590,587 04/05/2012	
	USA	Deluxe 3D LLC	Class 41: Entertainment services, namely, preparation of special effects including image processing, computer generated graphics, computer generated imagery and conversion of two-dimensional images into three-dimensional images for use in the production and post production of motion pictures, television, videos, digital videos, motion picture film clips, video film clips and trailers; post production editing of motion pictures, television, videos, motion picture film clips, video film clips and trailers.	85/590,591 04/05/2012	

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RECORDED: 09/21/2012

TRADEMARK
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