

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VerticalResponse, Inc.		06/28/2013	CORPORATION:

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: 7

Property Type	Number	Word Mark
Registration Number:	2766856	VERTICALRESPONSE
Registration Number:	2569783	VERTICALRESPONSE
Registration Number:	3624592	ROOST
Registration Number:	2717052	IBUILDER
Serial Number:	85772043	DEE
Serial Number:	85891878	MARKETING. JUST LIKE THAT.
Serial Number:	85772040	SKADEEDLE

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483
 Email: dclark@sidley.com
 Correspondent Name: Dusan Clark, Esq.
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CH \$190.00 2766856

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-36960

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 06/28/2013

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 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 28, 2013 by and from VERTICALRESPONSE, INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, DELUXE CORPORATION, a Minnesota corporation ("Parent"), the Lenders and Grantee have entered into a Credit Agreement dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain other Subsidiaries of Parent have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty").

WHEREAS, Grantor has entered into a joinder to the Pledge and Security Agreement dated as of March 12, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. 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 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 Security Agreement, the provisions of the 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 obligations and liabilities of the Subsidiary Guarantors under the Subsidiary Guaranty. Upon the payment in full of all Secured Obligations, 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 the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such 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 such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

VERTICALRESPONSE, INC.

By: [Signature]
Name: Terry D. Peterson
Title: Vice President and Treasurer

STATE OF Minnesota)
Ramsey COUNTY)

On June 27, 2013, before me, Deborah J. Cramlet Notary Public, personally appeared Terry D. Peterson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

[Signature]

Notary Public, State of Minnesota

My Commission Expires: January 31, 2015



CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

EXHIBIT A

SCHEDULE OF TRADEMARKS

Trademark	Appln. No.	Appln. Date	Regn. No.	Regn. Date
VERTICALRESPONSE (and design)	78170507	3 Oct 2002	2766856	23 Sep 2003
VERTICALRESPONSE	76217654	28 Feb 2001	2569783	14 May 2002
ROOST	77976916	16 Jul 2007	3624592	19 May 2009
IBUILDER	76260670	22 May 2001	2717052	20 May 2003
DEE (and design)	85772043	5 Nov 2012	Pending	Pending
MARKETING. JUST LIKE THAT	85891878	1 Apr 2013	Pending	Pending
SKADEEDLE	85772040	5 Nov 2012	Pending	Pending