

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 MEDIA, INC.		01/28/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	333 SOUTH HOPE STREET, 13TH FLOOR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2312809	CHACE DIGITAL STEREO
Serial Number:	85768143	DL3
Serial Number:	85768151	DL3
Registration Number:	3891051	POCKET BLU
Registration Number:	3884095	
Serial Number:	77798954	SIDECAR
Registration Number:	3500941	MEDIARECALL
Registration Number:	3585325	MEDIARECALL
Registration Number:	3585386	DONE!
Registration Number:	3585396	STOCK MEDIARECALL

CORRESPONDENCE DATA

Fax Number: 8668265420
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$265.00 2312809

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:

CRS1-39197

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

01/29/2014

Total Attachments: 6
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PATENT AND TRADEMARK SECURITY
AGREEMENT dated as of January 28, 2014 (this
“*Agreement*”), between DELUXE MEDIA 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 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 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.

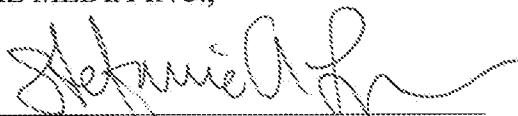
a) **SECTION 4. *Counterparts.*** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature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

by


Name: Stefanie A. Liguori
Title: SVP.

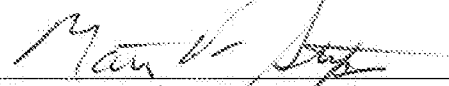
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TRADEMARK
REEL: 005204 FRAME: 0091

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

by



Name: Matthew Van Steenhuyse




Title: SVP


[Signature Page to Patent and Trademark Security Agreement - Deluxe Media Inc.]

TRADEMARK
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SCHEDULE II

Trademarks Owned by Deluxe Media Inc.

MARK	COUNTRY	OWNER	CLASS : GOODS AND/OR SERVICES	APP. NO. APP. DATE	REG. NO. REG. DATE
	USA	Deluxe Media Inc. (as successor by merger to Deluxe Digital Studios, Inc.)	Class 41: Audio recording, re-mastering and production services for videotape, laser disc, digital video discs, film and broadcast media; audio production services for producing 5.1 channel stereo soundtracks with stereo surrounds from monaural sources and for converting LCRS, LR and L/Rt stereo into 5.1 channel stereo.	75305996 06/10/1997	2,312,809 02/01/2000
DL3	USA	Deluxe Media Inc. (as successor by merger to Deluxe Digital Studios, Inc.)	Class 9: Computer software for asset management, asset archiving, asset storage, workflow management, and product creation, fulfillment, and quality control, and integrated order initiation and billing.	85/768,143 10/31/2012	
	USA	Deluxe Media Inc. (as successor by merger to Deluxe Digital Studios, Inc.)	Class 9: Computer software for asset management, asset archiving, asset storage, workflow management, and product creation, fulfillment, and quality control, and integrated order initiation and billing.	85/768,151 10/31/2012	
POCKET BLU	USA	Deluxe Media Inc. (as successor by merger to Deluxe Digital Studios, Inc.)	Class 9: Computer software and applications, for managing, creating, viewing, controlling and delivering additional audiovisual and multimedia content and features, to a primary electronic device; electronic devices, namely computers, cell phones and handheld devices, for managing, creating, viewing, controlling and delivering additional audiovisual and multimedia content and features, to a primary electronic device.	77/812,013 08/25/2009	3,891,051 12/14/2010
	USA	Deluxe Media Inc. (as successor by merger to Deluxe Digital Studios, Inc.)	Class 9: Computer software and applications, for managing, creating, viewing, controlling and delivering additional audiovisual and multimedia content and features, to a primary electronic device; electronic devices, namely computers, cell phones and handheld devices, for managing,	77/849,072 10/15/2009	3,884,095 11/30/2010

MARK	COUNTRY	OWNER	CLASS : GOODS AND/OR SERVICES	APP. NO. APP. DATE	REG. NO. REG. DATE
			creating, viewing, controlling and delivering additional audiovisual and multimedia content and features, to a primary electronic device.		
SIDECAR	USA	Deluxe Media Inc. (as successor by merger to Deluxe Digital Studios, Inc.)	Class 9: Computer software and applications, for managing, creating, viewing, controlling and delivering additional audiovisual and multimedia content and features, to a primary electronic device; electronic devices, namely computers, cell phones and handheld devices, for managing, creating, viewing, controlling and delivering additional audiovisual and multimedia content and features, to a primary electronic device.	77/798,954 08/06/2009	Not Applicable
MEDIARECALL	USA	Deluxe Digital Studios, Inc.	Class 40: Providing digital services, namely, transferring moving images, still images, web content, animation, and audio materials from video to digital format.	77/258,263 08/17/2007	3,500,941 09/16/2008
	USA	Deluxe Digital Studios, Inc.	Class 40: Providing digital services, namely, transferring moving images, still images, web content, animation, and audio materials from video to digital format.	77/258,365 08/17/2007	3,585,325 03/10/2009
DONE!	USA	Deluxe Media Inc. (as successor by merger to Deluxe Digital Studios, Inc.)	Class 42: Providing digital services, namely, providing a website featuring temporary use of non-downloadable software for use in selection, logging, reviewing, trans-coding, editing, formatting, and sharing video, moving image, still, web content, animation, and audio materials over a global computer network.	77/312,919 10/25/2007	3,585,386 03/10/2009
STOCK MEDIARECALL	USA	Deluxe Digital Studios, Inc.	Class 45: Licensing of indexed, searchable, downloadable, video, moving image, still image, web content, animation, and audio materials.	77/317,241 10/30/2007	3,585,396 03/10/2009