

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 ENTERTAINMENT SERVICES GROUP INC.		02/28/2014	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: 1			
Property Type	Number	Word Mark	
Serial Number:	86070569	LEAPCLOUD	
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:	CRS1-39290		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$40.00 86070569

Date:

02/28/2014

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY
 AGREEMENT dated as of February 28, 2014 (this “**Agreement**”),
 between DELUXE ENTERTAINMENT SERVICES GROUP
 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 Amended and Restated Asset-Based Revolving Credit Agreement dated as of February 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”), among Grantor, 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 Amended and Restated ABL Guarantee and Collateral Agreement dated as of February 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**ABL Guarantee and Collateral Agreement**”), among Holdings, the Grantor, the Subsidiary Guarantors and Bank of America, N.A., as collateral agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the ABL Credit Agreement. The obligations of the Lenders 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 Grantor, will derive substantial benefits from the extension of credit to the Grantor pursuant to the ABL Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such 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 1.2 of the ABL Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** The Grantor hereby grants to the Collateral Agent, for benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent and Trademark Collateral**”) as collateral security for the payment or performance, as the case may be (whether at the stated maturity, by acceleration or otherwise), of the Secured Obligations:

(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) (“**PTO**”), 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, 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.

SECTION 5. ***Intercreditor Agreement.*** Notwithstanding anything herein to the contrary, each of (i) the obligations of Grantor under this Agreement, (ii) the lien and security interest granted to the Collateral Agent pursuant to this Patent and Trademark Security Agreement, (iii) the release of Collateral from the Lien granted and created hereby and (iv) the exercise of any right or remedy by Collateral Agent hereunder are, in each case, subject to the provisions of the ABL Intercreditor Agreement (as defined in the ABL Credit Agreement). In the event of any conflict or inconsistency between the provisions of the ABL Intercreditor Agreement and this Patent and Trademark Security Agreement, the provisions of the ABL Intercreditor Agreement shall control.

[Signature Pages Follow]

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

DELUXE ENTERTAINMENT SERVICES
GROUP, INC., as Grantor,

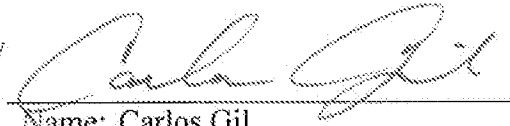
By: 

Name: Stefanie Liquori

Title: Senior Vice President, Deputy
General Counsel and Assistant
Secretary

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

by

A handwritten signature in black ink, appearing to read 'Carlos Gil', is written over a horizontal line.

Name: Carlos Gil

Title: Senior Vice President

SCHEDULE I

Patents Owned by Deluxe Entertainment Services Group Inc.

None.

SCHEDULE II

Trademarks Owned by Deluxe Entertainment Services Group Inc.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

Mark	Application No.	Filing Date
LEAPCLOUD	86070569	20-SEP-2013