

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quad/Graphics, Inc.		04/28/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2003		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	77491947	NET.DRIVER	
Serial Number:	85840638	BLUESOHO	
Serial Number:	85840641	BLUE SO HO	
Registration Number:	4395945	QMARKETER	
Registration Number:	4477088	MARKETER'S STUDIO	
Registration Number:	4446615	QPUBLISHER	
Registration Number:	4376228	ADSHUTTLE	
Registration Number:	4477030	PUBLISHER'S STUDIO	
Registration Number:	4378840	QCONNECT	
Registration Number:	4205709		
Registration Number:	4205706	ACTABLE	
Registration Number:	2805420	LIQUID FOIL	
Registration Number:	1973067	W	
Registration Number:	1971476	WIMS	
Registration Number:	1733474	PACKMAG	
Registration Number:	1704015	ADZOOKS	
Registration Number:	4075624	ENVIROINK	
Registration Number:	4068970	ENVIROINK	
CORRESPONDENCE DATA			
		TRADEMARK	

Fax Number: 4142974900

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

Phone: 414 271-2400

Email: IPDocketing@foley.com, jrodriguez@foley.com

Correspondent Name: Christopher M. King-Foley & Lardner LLP

Address Line 1: 777 East Wisconsin Avenue

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	067920-0453
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NAME OF SUBMITTER:	Christopher M. King
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SIGNATURE:	/Christopher M. King/
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DATE SIGNED:	05/23/2014
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Total Attachments: 5

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of April 28, 2014 by and from QUAD/GRAPHICS, INC., a corporation organized under the laws of the State of Wisconsin (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, "Grantee"), for the benefit of the Holders of Secured Obligations under the Credit Agreement described below.

WHEREAS, the Grantor, the Lenders party thereto, and Grantee have entered into the Second Amended and Restated Credit Agreement dated as of April 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has entered into the Second Amended and Restated Pledge and Security Agreement dated as of April 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Grantor, certain Subsidiaries of the Grantor and the Grantee;

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

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. 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 Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and 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 Guaranteed Obligations (both as defined in the Pledge and Security Agreement). Upon the indefeasible payment of all the Secured Obligations and Guaranteed Obligations in cash (other than Unliquidated Obligations), the termination or expiration of the Commitments and all Letters of Credit (or, in the case of all Letters of Credit, that the Letters of Credit have been fully collateralized (by cash or letter of credit) on terms reasonably satisfactory to the Grantee) and no commitments of the Grantee or the Holders of Secured Obligations which would give rise to any Secured Obligations or Guaranteed Obligations are outstanding, 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 this Confirmatory Grant.


(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the

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 the Trademarks or unfair competition regarding the same.

[Signature page follows]

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

QUAD/GRAPHICS, INC.

By: 
Name: Kelly A. Vanderboom
Title: Vice President and Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

MARK	SERIAL NO	DATE FILED	REG. NO.	DATE REG.	ORIGINAL APPLICANT/ CURRENT OWNER	STATUS
BLUESOHO	85840638	2/5/2013			QUAD/GRAPHICS, INC.	PENDING
BLUE SO HO 	85840641	2/5/2013			QUAD/GRAPHICS, INC.	PENDING
QMARKETER	85833601	1/28/2013	4395945	9/3/2013	QUAD/GRAPHICS, INC.	REGISTERED
MARKETER'S STUDIO	85833596	1/28/2013	4477088	2/4/2014	QUAD/GRAPHICS, INC.	REGISTERED
QPUBLISHER	85833598	1/28/2013	4446615	12/10/2013	QUAD/GRAPHICS, INC.	REGISTERED
ADSHUTTLE	85806877	12/19/2012	4376228	7/30/2013	QUAD/GRAPHICS, INC.	REGISTERED
PUBLISHER'S STUDIO	85806869	12/19/2012	4477030	2/4/2014	QUAD/GRAPHICS, INC.	REGISTERED
QCONNECT	85701972	8/13/2012	4378840	8/6/2013	QUAD/GRAPHICS, INC.	REGISTERED
DESIGN ONLY 	85535567	2/7/2012	4205709	9/11/2012	QUAD/GRAPHICS, INC.	REGISTERED
ACTABLE	85535558	2/7/2012	4205706	9/11/2012	QUAD/GRAPHICS, INC.	REGISTERED
LIQUID FOIL	76313557	9/18/2001	2805420	1/13/2004	QUAD/GRAPHICS, INC.	RENEWED
<i>W and Design</i>	74693618	6/26/1995	1973067	5/7/1996	QUAD/GRAPHICS, INC.	RENEWED

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	ORIGINAL APPLICANT/ CURRENT OWNER	STATUS
						
WIMS	74690259	6/13/1995	1971476	4/30/1996	QUAD/GRAPHICS, INC.	RENEWED
PACKMAG	74190358	8/1/1991	1733474	11/17/1992	QUAD/GRAPHICS, INC.	RENEWED
ADZOOKS	74148312	3/18/1991	1704015	7/28/1992	QUAD/GRAPHICS, INC.	RENEWED
ENVIROINK <i>and Design</i>	77618802	11/20/2008	4075624	12/27/2011	QUAD/GRAPHICS, INC.	REGISTERED
ENVIROINK	77618790	11/20/2008	4068970	12/13/2011	QUAD/GRAPHICS, INC.	REGISTERED
NET.DRIVER	77491947	6/5/2008			QUAD/GRAPHICS, INC.	PENDING