

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merrill Fine Arts Engraving, Inc.		11/29/2006	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Second Lien Collateral Agent
Street Address:	1455 Market Street
Internal Address:	Agency Management, Mail Code: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103-1399
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2637179	BRAND ON DEMAND
Registration Number:	2583215	BRANDSTORE
Registration Number:	1644386	COTTON FIBRE PLUS
Registration Number:	2538274	FAE-OS
Registration Number:	2550092	FAE-ROS
Registration Number:	2656292	FINE ARTS
Registration Number:	2518610	FINE ARTS
Registration Number:	1612925	FINE ARTS FEA
Registration Number:	2643165	FINE ARTS ENGRAVING
Registration Number:	1618744	FINE ARTS ENGRAVING COMPANY
Registration Number:	1704938	FINE ARTS QUALITY
Registration Number:	1613811	FINE ARTS QUALITY FAE
Registration Number:	2275772	FRAGOS

OP \$540.00 2637179

Registration Number:	2425650	OEPS
Registration Number:	1425739	SHORE BOND
Registration Number:	1608235	SHORE BOND CFP
Registration Number:	1675557	SHORE BOND GREEN LP
Registration Number:	1608232	SHORE BOND LP
Registration Number:	1642798	SPARKLE WHITE
Registration Number:	2210946	STATIONEERS
Registration Number:	2621057	WEB TO PLATE

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0003
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	12/18/2006

**Total Attachments: 8**

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SECOND LIEN SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 29, 2006, is made between MERRILL COMMUNICATIONS LLC, a Delaware limited liability company (the "Company"), MERRILL BRINK INTERNATIONAL CORPORATION, a Minnesota corporation ("Brink"), MERRILL FINE ARTS ENGRAVING, INC., a Minnesota corporation ("Fine Arts"), WORDWAVE, INC., a Delaware corporation ("WordWave"; the Company, Brink, Fine Arts and WordWave, collectively, the "Grantors", and each a "Grantor"), and BANK OF AMERICA, N.A. ("BANA"), as administrative agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, in connection with the \$200,000,000 Second Lien Credit Agreement, dated as of November 15, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, Merrill Corporation, a Minnesota corporation ("Holdings"), the various financial institutions and other Persons from time to time parties thereto as lenders (the "Lenders"), BANA, as administrative agent and collateral agent for the Lenders, Credit Suisse Securities (USA) LLC ("Credit Suisse"), as a joint lead arranger and a joint bookrunner, Deutsche Bank Securities Inc. ("DBSI") as a joint lead arranger and a joint bookrunner, and Banc of America Securities LLC ("BAS"), as a joint bookrunner and the syndication agent, the Lenders have extended Commitments to make Credit Extensions to Communications;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Second Lien Pledge and Security Agreement, dated as of November 15, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.6 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Secured Obligations;

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders to make Credit Extensions to the Company pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements and Cash Management Services Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of its Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing or hereafter adopted or acquired in the United States, including those referred to in Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantors of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any licenses as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant (other than to the extent that any such restriction would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction), unless and until any required consents shall have been obtained.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the

Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement) or (ii) the Termination Date, the Collateral Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral (or the Trademark Collateral so sold, transferred or otherwise disposed of, as the case may be) which has been granted hereunder. Upon any license of any Trademark Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement), the Collateral Agent shall, at the Grantors' request and expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to subordinate the lien on and security interest in the Trademark Collateral so licensed which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

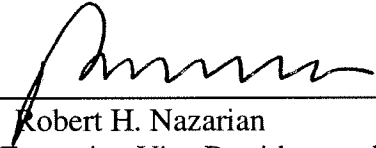
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Relationship Among Lenders. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Company, BANA, as First Lien Collateral Agent, and BANA, as Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

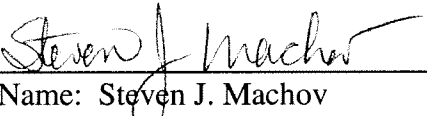
MERRILL COMMUNICATIONS LLC

By:   
Name: Robert H. Nazarian  
Title: Executive Vice President and Chief Financial Officer

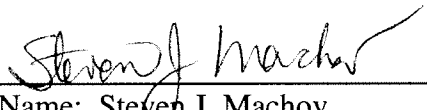
MERRILL BRINK INTERNATIONAL CORPORATION

By:   
Name: Steven J. Machov  
Title: Secretary

MERRILL FINE ARTS ENGRAVING, INC.

By:   
Name: Steven J. Machov  
Title: Secretary

WORDWAVE, INC.

By:   
Name: Steven J. Machov  
Title: Secretary

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

By:  \_\_\_\_\_

Name: Charles Graber

Title: Vice President

SCHEDULE I  
to Trademark Security Agreement

<i>Mark</i>	<i>Regis./Appl. Number File Date</i>	<i>Owner of Record</i>
MERRILL CORPORATION	1,975,946 5/28/1996	Merrill Communications LLC
MERRILL@CCESS	2,767,018 9/23/2003	Merrill Communications LLC
MDB<>LINK	2,472,832 7/31/2001	Merrill Communications LLC
MERRILLCONNECT	2,825,379 3/23/2004	Merrill Communications LLC
EDGAR ADVANTAGE	2,456,074 5/29/2001	Merrill Communications LLC
MERRILL NET:PROSPECT	2,449,739 5/8/2001	Merrill Communications LLC
MERRILL E:PROOF	2,531,175 1/22/2002	Merrill Communications LLC
DELIVERING MARKETING SOLUTIONS TO REAL ESTATE	2,418,166 1/2/2001	Merrill Communications LLC
UR-LAW	2,532,848 1/22/02	Merrill Communications LLC
MERRILL E-COLLABORATE	75/753,438 7/19/99	Merrill Communications LLC
MERRILL DISCOVERY NAVIGATOR	2,896,377 10/19/04	Merrill Communications LLC
MILLIONS OF PAGES. ONE SOLUTION.	2,895,452 10/19/04	Merrill Communications LLC
OTTOMED	2,846,190 5/25/04	Merrill Brink International Corporation
OTTOWEB	2,848,973 6/1/04	Merrill Brink International Corporation
OTTODOC	2,848,972 6/1/04	Merrill Brink International Corporation
OTTOCMS	2,891,718 10/5/04	Merrill Brink International Corporation
IBUDGET	3,012,314 11/1/05	Merrill Brink International Corporation
BRAND ON DEMAND	2,637,179 10/15/02	Merrill Fine Arts Engraving, Inc.
BRANDSTORE	2,583,215 6/18/02	Merrill Fine Arts Engraving, Inc.
COTTON FIBRE PLUS	1,644,386 5/14/91	Merrill Fine Arts Engraving, Inc.
FAE-OS	2,538,274 2/12/02	Merrill Fine Arts Engraving, Inc.
FAE-ROS	2,550,092 3/19/02	Merrill Fine Arts Engraving, Inc.



<i>Mark</i>	<i>Regis./Appl. Number File Date</i>	<i>Owner of Record</i>
FINE ARTS	2,656,292 12/03/02	Merrill Fine Arts Engraving, Inc.
FINE ARTS & Design (Box)	2,518,610 12/11/01	Merrill Fine Arts Engraving, Inc.
FINE ARTS & Design (FAE Block)	1,612,925 9/11/90	Merrill Fine Arts Engraving, Inc.
FINE ARTS ENGRAVING	2,643,165 10/29/02	Merrill Fine Arts Engraving, Inc.
FINE ARTS ENGRAVING COMPANY	1,618,744 10/19/03	Merrill Fine Arts Engraving, Inc.
FINE ARTS QUALITY	1,704,938 8/4/92	Merrill Fine Arts Engraving, Inc.
FINE ARTS QUALITY & Design (FAE Rounded Square)	1,613,811 9/18/90	Merrill Fine Arts Engraving, Inc.
FRAGOS	2,275,772 9/7/99	Merrill Fine Arts Engraving, Inc.
OEPS	2,425,650 1/30/01	Merrill Fine Arts Engraving, Inc.
SHORE BOND	1,425,739 1/20/87	Merrill Fine Arts Engraving, Inc.
SHORE BOND CFP & Design	1,608,235 7/31/90	Merrill Fine Arts Engraving, Inc.
SHORE BOND GREEN LP	1,675,557 2/11/92	Merrill Fine Arts Engraving, Inc.
SHORE BOND LP & Design	1,608,232 7/31/90	Merrill Fine Arts Engraving, Inc.
SPARKLE WHITE	1,642,798 4/30/91	Merrill Fine Arts Engraving, Inc.
STATIONEERS	2,210,946 12/15/98	Merrill Fine Arts Engraving, Inc.
WEB TO PLATE	2,621,057 9/17/02	Merrill Fine Arts Engraving, Inc.
ATTORNEYCONNECT	3070260 3/21/06	WordWave, Inc.
V and design	3019654 11/29/05	WordWave, Inc.
DEPOWAVE	2566211 4/30/02	WordWave, Inc.
INFORMATION MINDED	2945923 5/3/05	WordWave, Inc.
L and design	2966409 7/12/05	WordWave, Inc.
LEGALINK	2186870 9/1/98	WordWave, Inc.
LEGALINK	2914471 12/28/04	WordWave, Inc.
MISCELLANEOUS DESIGN (Arrow Design)	2233818 3/23/99	WordWave, Inc.
TOTALTRANSCRIPT	2901609 11/9/04	WordWave, Inc.

<i>Mark</i>	<i>Regis./Appl. Number File Date</i>	<i>Owner of Record</i>
W and design	2795239 12/16/03	WordWave, Inc.
WORDWAVE	2795237 12/16/03	WordWave, Inc.
TRIALINK	78/637251 5-25-05	WordWave, Inc.
WORDEX	76/242547 4-18-01	WordWave, Inc.