OP \$1515.00 376681

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
COMPOSITE IMAGE SYSTEM, LLC		102/23/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
EFILM, LLC		102/23/2011 1	LIMITED LIABILITY COMPANY: DELAWARE
DELUXE LABORATORIES, INC.		02/23/2011	CORPORATION: DELAWARE
DELUXE DIGITAL STUDIOS, INC.		02/23/2011	CORPORATION: DELAWARE
DELUXE DIGITAL MEDIA MANAGEMENT, INC.		02/23/2011	CORPORATION: DELAWARE
DELUXE MEDIA GROUP LLC		102/23/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS SECOND LIEN COLLATERAL AGENT
Street Address:	11 Madison Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	3766811	[ROK!T]
Registration Number:	3766810	ROK!T
Registration Number:	2312809	CHACE DIGITAL STEREO
Registration Number:	3884095	
Registration Number:	3891051	POCKET BLU
Registration Number:	3621458	COLOR BY DELUXE
Registration Number:	3526509	COLOR BY DELUXE
		TRADEMARK

REEL: 004527 FRAME: 0014

Registration Number:	3621459	COLOR BY DELUXE	
Registration Number:	3727048	COLOR BY DELUXE	
Registration Number:	3621460	COLOR BY DELUXE	
Registration Number:	3536091	COLOR BY DELUXE	
Registration Number:	3621461	COLOR BY DELUXE	
Registration Number:	3526510	COLOR BY DELUXE	
Registration Number:	3621462	COLOR BY DELUXE	
Registration Number:	3727049	COLOR BY DELUXE	
Registration Number:	3621463	COLOR BY DELUXE	
Registration Number:	3610895	DELUXE	
Registration Number:	3678250	DELUXE	
Registration Number:	3665490	DELUXE	
Registration Number:	3618079	DELUXE	
Registration Number:	3801521	DELUXE	
Registration Number:	3610896	DELUXE	
Registration Number:	3653056	DELUXE	
Registration Number:	3678251	DELUXE	
Registration Number:	3653057	DELUXE	
Registration Number:	3653058	DELUXE	
Registration Number:	3678252	DELUXE	
Registration Number:	3487309	DELUXE	
Registration Number:	3599142	FCT DATA	
Registration Number:	3599143	FCT DATA	
Registration Number:	3599144	FCT DATA	
Registration Number:	3599145	FCT FILM	
Registration Number:	3599146	FCT FILM	
Registration Number:	3603157	FCT SOUND	
Registration Number:	3603158	FCT SOUND	
Registration Number:	3399692	CO3	
Registration Number:	3403187	COMPANY 3	
Registration Number:	2747992	FILMCORE	
Registration Number:	3395717	UP	
Registration Number:	3308367	VODERA	
Registration Number:	2480453	METHOD	
Registration Number:	2657170	R!OT	
<u> </u>	11	TRADEMARK	

	3149363	R!OT MANHATTAN
Registration Number:	2681518	RIOT
Registration Number:	3755182	COLORSTREAM
Registration Number:	3752731	COLORSTREAM
Registration Number:	3758072	SAMSARA
Registration Number:	3755183	SAMSARA
Registration Number:	3758073	SAMSARA
Serial Number:	77929057	cis
Serial Number:	77798954	SIDECAR
Serial Number:	78609318	BLINK DIGITAL
Serial Number:	77101769	CINETECH
Serial Number:	77723531	JAVELIN
Serial Number:	77743411	M4
Serial Number:	77743413	MAKE + MANAGE + MOVE + MONETIZE
Serial Number:	77101490	VIIA
Serial Number:	77672300	
Serial Number:	77407616	GMX
Serial Number:	77407612	THEXCHANGE

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

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:	36842
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/22/2011

Total Attachments: 16 source=36842#page1.tif source=36842#page2.tif source=36842#page3.tif source=36842#page4.tif

	ĺ
source=36842#page5.tif	
source=36842#page6.tif	
source=36842#page7.tif	
source=36842#page8.tif	
source=36842#page9.tif	
source=36842#page10.tif	
source=36842#page11.tif	
source=36842#page12.tif	
source=36842#page13.tif	
source=36842#page14.tif	
source=36842#page15.tif	
source=36842#page16.tif	

Schedule 1 to the IP Trademark Cover Sheet

Additional names of conveying parties:

EFilm, LLC - a Delaware LLC
Deluxe Laboratories, Inc. - a Delaware Corporation
Deluxe Digital Studios, Inc. - a Delaware Corporation
Deluxe Digital Media Management, Inc. - a Delaware Corporation
Deluxe Media Group LLC - a Delaware LLC

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of February 23, 2011, is among COMPOSITE IMAGE SYSTEMS, LLC, a California limited liability company, DELUXE DIGITAL MEDIA MANAGEMENT, INC., a Delaware corporation, DELUXE DIGITAL STUDIOS, INC., a Delaware corporation, DELUXE LABORATORIES, INC., a Delaware corporation, DELUXE MEDIA GROUP LLC (formerly known as ASCENT MEDIA GROUP, LLC), a Delaware limited liability company, and EFILM, LLC, a Delaware limited liability company (each a "Grantor" and, collectively, "Grantors") and CREDIT SUISSE AG ("Credit Suisse"), as second lien collateral agent (in such capacity, the "Collateral Agent").

PRELIMINARY STATEMENT

Reference is made to (a) the Second Lien Credit Agreement dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Deluxe Entertainment Services Group Inc. (the "Borrower"), DX Holdings LLC ("Holdings"), the lenders from time to time party thereto (the "Lenders") and the Collateral Agent, and (b) the Second Lien Guarantee and Collateral Agreement dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, Holdings, the Subsidiary Guarantors and Credit Suisse, as the Collateral Agent. The Lenders have agreed to make term loans to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to make such loans are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Grantors are affiliates of the Borrower, will derive substantial benefits from the making of loans to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to make such loans. 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 Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the 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 of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter

[[3260590]]

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 "*Trademark Collateral*"):

(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, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto (the "*Trademarks*"); and

(b) all goodwill associated with or symbolized by the Trademarks;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover (i) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any material right, title or interest of such Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law), (ii) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder to the extent that any applicable law prohibits the creation of a security interest thereon (other than to the extent that any such provision of applicable law would be rendered ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law) and (iii) any trademark applications filed in the United States Patent and Trademark Office (the "PTO") on the basis of any Grantor's "intent-to-use" such marks until an appropriate amendment to allege use or statement of use is filed in and accepted by the PTO.

SECTION 3. *Guarantee and 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 Guarantee and Collateral Agreement and the Second Lien Trademark Security Agreement dated as of May 11, 2007. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

[[3260590]]

SECTION 4. *Intercreditor Agreement Governs*. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[Remainder of page intentionally left blank]

[[3260590]]

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

COMPO	OSITE IM	AGE SY	STEN	IS, LI	.c	
by (Stek	aW	le	4	TAI	
]	Name: 🖇	efanie	lic.	HUOV	·V	
,	Name: SI Title: SV	2 Deput	46	ener	al Cou	insel
		,	·			
DELUX	KE DIGIT.	AL MED	IA			
MANA	GEMENT	, INC.,				

Name: Stetanie Liquori / Title: Sup, Deputy General Counsel

by Stefanie Liqueri
Title: SVP, Deputy General Counsel

by Stefanie Liquori
Title: 5VP, Deputy General Counsel

DELUXE MEDIA GROUP LLC,

Name: Stefanie Ligubri Title: SVP, Deputy General Coursel

EFILI	M, LLC,
by	3 (3) 3 3 3 3 3
	Name: Stefanie Liguori
	Name: Stefanie Liquori \ Title: SVP, Deputy General Co
	T SUISSE AG, CAYMAN
ISLAN	DS BRANCH, as Collateral Agent,
by	
	Name:
	Title:
h.	
by	
	Name:

Title:

Name:
Title:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,
by

Name:
ROBERT HETU
Title:
MANAGING DIRECTOR

by

Name:
Rahul Parmar
Associate

Schedule I

U.S. TRADEMARKS OWNED BY COMPOSITE IMAGE SYSTEMS, LLC

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
[ROK!T](Stylized) [rok!t]	77-799105 August 6, 2009	3,766,811 March 30, 2010	42	Registered
CIS and Design	77-929057 February 5, 2010		41	Pending
ROK!T ROK!T	77-799095 August 6, 2009	3,766,810 March 30, 2010	42	Registered

U.S. TRADEMARKS OWNED BY DELUXE DIGITAL MEDIA MANAGEMENT, INC.

MARK	FILING DATE		INT. CLASS	STATUS
CHACE DIGITAL	75-305996	2,312,809	41	Registered
STEREO (Stylized)	June 10, 1997	February 1, 2000		

U.S. TRADEMARKS OWNED BY DELUXE DIGITAL STUDIOS, INC.

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
MISCELLANEOUS	77-849072	3,884,095	9	Registered
DESIGN	October 15, 2009	November 30, 2010		
POCKET BLU POCKET BLU	77-812013 August 25, 2009	3,891,051 December 14, 2010		Registered
SIDECAR SIDECAR	77-798954 August 6, 2009		9	Pending

U.S. TRADEMARKS OWNED BY DELUXE LABORATORIES, INC.

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
COLOR BY DELUXE	77-285956	3,621,458	35	Registered
COLOR BY DELUXE	September 21, 2007	May 19, 2009		

[[3260590]]

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
COLOR BY DELUXE	77-286048	3,526,509	39	Registered
COLOR BY DELEXE	September 21, 2007	November 4, 2008		
COLOR BY DELUXE	77-286067	3,621,459	40	Registered
COLOR BA DEPOZE	September 21, 2007	May 19, 2009		
COLOR BY DELUXE	77-286124	3,727,048	40, 41	Registered
COLOR BY DELEXE	September 21, 2007	December 22, 2009		
COLOR BY DELUXE	77-286146	3,621,460	42	Registered
COLOR BY DELOXE	September 21, 2007	May 19, 2009		
COLOR BY DELUXE	77-286034	3,536,091	39	Registered
and Design	September 21, 2007	November 25, 2008		
color by deluxe				
		3,621,461	35	Registered
and Design	September 21, 2007	·		
		3,526,510	39	Registered
and Design	September 21, 2007	November 4, 2008		
COLOR BY DELUXE			40	Registered
and Design	September 21, 2007	May 19, 2009		
COLOR BY DELUXE			40, 41	Registered
and Design	September 21, 2007	December 22, 2009		

[[3260590]] I-2

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
COLOR BY DELUXE	77-286176		42	Registered
and Design	September 21, 2007	, ,	72	Registered
	· · · · · · · · · · · · · · · · · · ·			
DELUXE		3,610,895	35	Registered
DELUXE	July 11, 2007	April 28, 2009		
DELUXE	77-227100	3,678,250	39	Registered
DELUXE	July 11, 2007	September 8, 2009		
DELUXE	77-227118	3,665,490	40	Registered
DELUXE	July 11, 2007	August 11, 2009		
DELUXE	77-227139	3,618,079	41	Registered
DELUXE	July 11, 2007	May 12, 2009		
DELUXE	77-227145	3,801,521	42	Registered
DELUXE	July 11, 2007	June 15, 2010		
DELUXE	77-227160	3,610,896	45	Registered
DELUXE	July 11, 2007	April 28, 2009		
DELUXE and Design			35	Registered
	July 11, 2007	July 14, 2009		
DELUXE and Design	77-227390	3,678,251	39	Registered
	·	September 8, 2009		
DELUXE and Design		' '	40	Registered
	July 11, 2007	July 14, 2009		
DELUXE and Design	77-227402	3,653,058	41	Registered
	July 11, 2007	July 14, 2009		

[[3260590]] I-3

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
DELUXE and Design	77-227410 July 11, 2007	3,678,252 September 8, 2009	42	Registered
DELUXE and Design	77-227418 July 11, 2007	3,487,309 August 19, 2008	45	Registered
FCT DATA FCT DATA	77-171469 May 2, 2007	3,599,142 March 31, 2009	40	Registered
FCT DATA FCT DATA	77-171473 May 2, 2007	3,599,143 March 31, 2009	42	Registered
FCT DATA FCT DATA	77-171478 May 2, 2007	3,599,144 March 31, 2009	45	Registered
FCT FILM FCT FILM	77-171489 May 2, 2007	3,599,145 March 31, 2009	42	Registered
FCT FILM FCT FILM	77-171491 May 2, 2007	3,599,146 March 31, 2009	45	Registered
FCT SOUND FCT SOUND	77-171441 May 2, 2007	3,603,157 April 7, 2009	42	Registered
FCT SOUND FCT SOUND	77-171445 May 2, 2007	3,603,158 April 7, 2009	45	Registered

U.S. TRADEMARKS OWNED BY DELUXE MEDIA GROUP LLC

MARK	APPLN./ REG/NO.	FILING/ REG. DATE
BLINK DIGITAL	78/609318	14-APR-05
CINETECH	77/101769	07-FEB-07
CO3	3399692	18-MAR-08
COMPANY 3	3403187	25-MAR-08
FILMCORE	2747992	05-AUG-03
JAVELIN	77/723531	27-APR-09

[[3260590]] I-4

MARK	APPLN./ REG/NO.	FILING/ REG. DATE
M4 (M to the power 4,	77/743411	22-MAY-09
where "4" appears in		
superscript) (stylized		
and/or with design)		
MAKE + MANAGE +	77/743413	22-MAY-09
MOVE + MONETIZE		
UP	3395717	11-MAR-08
VIIA	77/101490	07-FEB-07
VODERA	3308367	09-OCT-07
curved-edged	77/672300	17-FEB-09
foursquare design		
GMX	77/407616	27-FEB-08
THEXCHANGE	77/407612	27-FEB-08
METHOD	2480453	21-AUG-01
R!OT	2657170	03-DEC-02
R!OT MANHATTAN	3149363	26-SEP-06
RIOT	2681518	28-JAN-03

U.S. TRADEMARKS OWNED BY EFILM, LLC

MARK	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
COLORSTREAM	77-294361	3,755,182	41	Registered
COLORSTREAM	October 2, 2007	March 2, 2010		
COLORSTREAM	77-294346	3,752,731	40	Registered
COLORSTREAM	October 2, 2007	February 23, 2010		_
SAMSARA	77-294403	3,758,072	40	Registered
SAMSARA	October 2, 2007	March 9, 2010		
SAMSARA	77-294406	3,755,183	41	Registered
SAMSARA	October 2, 2007	March 2, 2010		
SAMSARA	77-294409	3,758,073	42	Registered
SAMSARA	October 2, 2007	March 9, 2010		

[[3260590]] I-5

FOREIGN TRADEMARKS OWNED BY COMPOSITE IMAGE SYSTEMS, LLC

MARK	COUNTRY	SERIAL	REG. NO./	INT. CLASS	STATUS
			REG. DATE		
		FILING DATE			
CIS VISUAL	Australia	1359241	May 3, 2010	41	Registered
EFFECTS		May 3, 2010			

FOREIGN TRADEMARKS OWNED BY DELUXE DIGITAL MEDIA MANAGEMENT, INC.

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
CHACE DIGITAL	CTM	1409267	February 26, 2000	9, 16, 41	Registered
STEREO (Stylized)		December 3, 1999	-		_

FOREIGN TRADEMARKS OWNED BY DELUXE DIGITAL STUDIOS, INC.

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
DESIGN	Canada	1471908 March 5, 2010		9	Pending
POCKET BLU	Canada	1463735 December 22, 2009		9	Pending
SIDECAR	Canada	1463734 December 22, 2009		9	Pending
MISCELLANE OUS DESIGN	WIPO	77849072 October 15, 2009	1035553 March 2, 2010	9	Registered
POCKET BLU	WIPO	77812013 August 25, 2009	1025783 December 22, 2009	9	Registered
SIDECAR	WIPO	77798954 August 6, 2009	1025784 December 22, 2009	9	Registered

FOREIGN TRADEMARKS OWNED BY DELUXE LABORATORIES, INC.

MARK	COUNTRY	ODJECT LOT	REG. NO./	INT.	STATUS
		FILING DATE	REG. DATE	CLASS	
COLOR BY	France	847338	1400764	40	Registered
DELUXE		March 27, 1987	September 11, 1987		
DELUXE	Australia	1261762	September 10, 2008	9, 35, 38,	Registered

[[3260590]] I-6

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
		September 10, 2008		39, 40, 41, 42, 45	
DELUXE and Design	Australia	1261780 September 10, 2008	September 10, 2008		Registered
DELUXE AND RED CIRCLE DESIGN	Canada	May 29, 2008	TMA780182 October 19, 2010	35, 39, 40, 41, 42, 45	Registered
FCT DATA	Canada	1365416 September 27, 2007		9, 35, 39, 40, 42, 45	Pending
FCT FILM	Canada	1365418 September 27, 2007		5, 9, 40, 42, 45	Pending
FCT SOUND	Canada	1365417 September 27, 2007		9, 42, 45	Pending
DELUXE	СТМ	6891949 May 7, 2008		35, 39, 40, 41, 42, 45	Pending
FCT DATA	CTM	6315428 September 27, 2007		9, 42	Registered
FCT FILM	СТМ	6316566 September 27, 2007		9, 40, 42, 45	Registered
FCT SOUND	СТМ	6311716 September 26, 2007		9, 42	Registered

FOREIGN TRADEMARKS OWNED BY EFILM, LLC

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INT. CLASS	STATUS
EFILM	Australia	1200355	September 21, 200	7 40, 41, 42	Registered
		September 21, 2007			

[[3260590]] I-7

FOREIGN TRADEMARKS OWNED BY DELUXE MEDIA GROUP LLC

MARK	APPLN./ REG/NO.	FILING/ REG. DATE
ONE Logo	2344160	15-JUL-05
SOHO IMAGES	2004/12619	26-MAY-08
SOHO IMAGES	2004/12620	21-APR-08
SOHO IMAGES	2004/12621	21-APR-08
SOHO IMAGES	2369351	24-MAR-06

[[3260590]] I-8

RECORDED: 04/22/2011