

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 Communications LLC		03/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Merrill Brink International Corporation		03/08/2013	CORPORATION: MINNESOTA
Vitac Corporation		03/08/2013	CORPORATION: PENNSYLVANIA
Wordwave, Inc.		03/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG
Street Address:	11 Madison Ave.
Internal Address:	Attn: Sean Portrait - Agency Manager
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1425739	SHORE BOND
Registration Number:	1608232	SHORE BOND LP
Registration Number:	1608235	SHORE BOND CFP
Registration Number:	1612925	FINE ARTS FEA
Registration Number:	1613811	FINE ARTS QUALITY FAE
Registration Number:	1618744	FINE ARTS ENGRAVING COMPANY
Registration Number:	1642798	SPARKLE WHITE
Registration Number:	1644386	COTTON FIBRE PLUS
Registration Number:	1675557	SHORE BOND GREEN LP
Registration Number:	1704938	FINE ARTS QUALITY

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Registration Number:	1975946	MERRILL CORPORATION
Registration Number:	2033236	VITAC
Registration Number:	2186870	LEGALINK
Registration Number:	2418166	DELIVERING MARKETING SOLUTIONS TO REAL ESTATE
Registration Number:	2518610	FINE ARTS
Registration Number:	2583215	BRANDSTORE
Registration Number:	2643165	FINE ARTS ENGRAVING
Registration Number:	2656292	FINE ARTS
Registration Number:	2677569	ITRAC
Registration Number:	2825379	MERRILLCONNECT
Registration Number:	2895452	MILLIONS OF PAGES. ONE SOLUTION.
Registration Number:	2896377	MERRILL DISCOVERY NAVIGATOR
Registration Number:	2901609	TOTALTRANSCRIPT
Registration Number:	2914471	LEGALINK
Registration Number:	3012314	IBUDGET
Registration Number:	3070260	ATTORNEYCONNECT
Registration Number:	3438651	MERRILL E-COLLABORATE
Registration Number:	3756595	MERRILL DATASITE
Registration Number:	4104827	MERRILL BRINK
Serial Number:	85286438	SOCIAL MATTERS
Serial Number:	85513421	MERRILLONE

**CORRESPONDENCE DATA**

Fax Number: 2125305219  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (212)530-5000  
Email: cholm@milbank.com  
Correspondent Name: Milbank Tweed Hadley & McCloy LLP  
Address Line 1: 1 Chase Manhattan Plaza  
Address Line 2: Attn: Chris L. Holm  
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	28302-55000
NAME OF SUBMITTER:	Chris L Holm
Signature:	/Chris L Holm/
Date:	03/08/2013

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 8, 2013, is made among MERRILL COMMUNICATIONS LLC, a Delaware limited liability company, MERRILL BRINK INTERNATIONAL CORPORATION, a Minnesota corporation, VITAC CORPORATION, a Pennsylvania corporation, WORDWAVE, INC., a Delaware corporation (collectively, the “Grantors”), and CREDIT SUISSE AG (acting through such of its affiliates or branches as it deems appropriate, “CS”), as administrative agent (together with its successor(s) thereto in such capacity, the “Collateral Agent”) for each of the Secured Parties;

**WITNESSETH:**

WHEREAS, pursuant to the \$460,000,000 Credit Agreement, dated as of March 8, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among Merrill Communications LLC, a Delaware limited liability company (the “Company”), Merrill Corporation, a Minnesota corporation, as Holdings, the various financial institutions and other Persons (including the Lender) from time to time parties thereto as lenders (the “Lenders”), CS, as Administrative Agent and Collateral Agent for the Lenders, Credit Suisse Securities (USA) LLC, as Lead Arranger and a Joint Bookrunner, and Imperial Capital LLC, as a Joint Bookrunner, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantors;

WHEREAS, in connection with the Credit Agreement, each of the Grantors has executed and delivered a Pledge and Security Agreement, dated as of March 8, 2013 (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 of the Grantors 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, each of the Grantors has 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 and the Issuers 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, each the Grantors 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 the its Secured Obligations, each of the Grantors 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 Item A of 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 each of the Grantors of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and
- (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 each of 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 applicable Grantor's expense, execute and deliver to each of 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 applicable Grantor's request and expense, execute and deliver to each of 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. Each of the Grantors does 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.

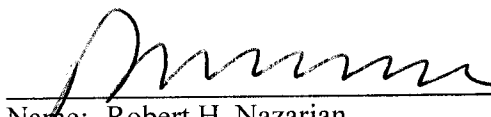
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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,  
as a Grantor

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

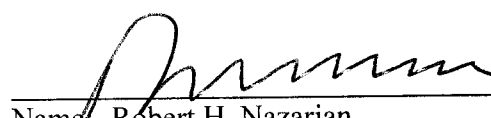
MERRILL BRINK INTERNATIONAL  
CORPORATION,  
as a Grantor

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

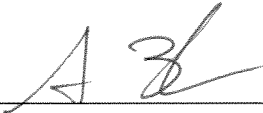
VITAC CORPORATION,  
as a Grantor

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

WORDWAVE, INC.,  
as a Grantor

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

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH  
as Collateral Agent

By:   
Name:  
Title: Ari Bruger  
Vice President

By:   
Name: Tyler R. Smith  
Title: Associate



SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Mark	Reg. No.	Reg. Date	Owner
MERRILL BRINK	4104827	02/28/12	Merrill Brink International Corporation
IBUDGET	3012314	11/01/05	Merrill Brink International Corporation
ITRAC	2677569	01/21/03	Merrill Brink International Corporation
MERRILL DATASITE	3756595	03/09/10	Merrill Communications LLC
MILLIONS OF PAGES. ONE SOLUTION.	2895452	10/19/04	Merrill Communications LLC
MERRILL DISCOVERY NAVIGATOR	2896377	10/19/04	Merrill Communications LLC
MERRILL E-COLLABORATE	3438651	06/03/08	Merrill Communications LLC
MERRILLCONNECT	2825379	03/23/04	Merrill Communications LLC
DELIVERING MARKETING SOLUTIONS TO REAL ESTATE	2418166	01/02/01	Merrill Communications LLC
MERRILL CORPORATION	1975946	05/28/96	Merrill Communications LLC
FINE ARTS	2656292	12/03/02	Merrill Communications LLC
FINE ARTS and Design (Box)	2518610	12/11/01	Merrill Communications LLC
BRANDSTORE	2583215	06/18/02	Merrill Communications LLC
FINE ARTS ENGRAVING	2643165	10/29/02	Merrill Communications LLC
FINE ARTS QUALITY	1704938	08/04/92	Merrill Communications LLC
SHORE BOND GREEN	1675557	02/11/92	Merrill

LP			Communications LLC
SPARKLE WHITE	1642798	04/30/91	Merrill Communications LLC
COTTON FIBRE PLUS	1644386	05/14/91	Merrill Communications LLC
FINE ARTS QUALITY & Design (FAE Rounded Square)	1613811	09/18/90	Merrill Communications LLC
FINE ARTS & Design (FEA Block)	1612925	09/11/90	Merrill Communications LLC
FINE ARTS ENGRAVING COMPANY	1618744	10/23/90	Merrill Communications LLC
SHORE BOND CFP & Design	1608235	07/31/90	Merrill Communications LLC
SHORE BOND LP & Design	1608232	07/31/90	Merrill Communications LLC
SHORE BOND	1425739	01/20/87	Merrill Communications LLC
VITAC	2033236	01/28/97	VITAC Corporation
ATTORNEYCONNECT	3070260	03/21/06	Wordwave, Inc.
LEGALINK	2914471	12/28/04	Wordwave, Inc.
TOTALTRANSCRIPT	2901609	11/09/04	Wordwave, Inc.
LEGALINK	2186870	09/01/98	Wordwave, Inc.

Pending Trademark Applications

Mark	Appl. No.	Filing Date	Owner
MERRILLONE	85513421	01/10/12	Merrill Communications LLC
SOCIAL MATTERS	85286438	04/05/11	Merrill Communications LLC

Trademark Applications in Preparation

**None.**

Item B. Trademark Licenses

**None.**