

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Merrill Ventures, Inc.	09/28/2004
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as administrative agent
Street Address:	101 North Tryon Street
Internal Address:	Credit Services, Mail Code: NC1-001-15-04
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6065026
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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
NAME OF SUBMITTER:	Rhonda DeLeon
Total Attachments: 6 source=MerrillPSA#page1.tif source=MerrillPSA#page2.tif source=MerrillPSA#page3.tif source=MerrillPSA#page4.tif source=MerrillPSA#page5.tif source=MerrillPSA#page6.tif	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of September 28, 2004, is made between MERRILL VENTURES, INC., a Minnesota corporation (the "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 (i) the \$165,000,000 Credit Agreement, dated as of July 30, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "New Credit Agreement"), among Merrill Communications LLC, a Delaware limited liability company (the "Company"), Merrill Corporation, a Minnesota corporation ("Holdings"), the various financial institutions and other Persons from time to time parties thereto as lenders (the "New Credit Agreement Lenders"), BANA, as administrative agent and collateral agent for the New Credit Agreement Lenders, Credit Suisse First Boston, acting through its Cayman Islands Branch ("CSFB"), as joint lead arranger, joint bookrunner and syndication agent for the New Credit Agreement Lenders, Banc of America Securities LLC ("BAS"), as joint lead arranger and joint bookrunner for the New Credit Agreement Lenders, and Calyon New York Branch ("Calyon") and LaSalle Bank NA ("LaSalle"), as co-documentation agents for the New Credit Agreement Lenders and (ii) the \$45,000,000 Credit Agreement, dated as of July 30, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Senior Discount Notes Refinancing Credit Agreement" and together with the New Credit Agreement, collectively, the "Credit Agreements"), among the Company, Holdings, the various financial institutions and other Persons from time to time parties thereto as lenders (the "Refinancing Credit Agreement Lenders" and together with the New Credit Agreement Lenders, the "Lenders"), BANA, as administrative agent and collateral agent for the Refinancing Credit Agreement Lenders, CSFB as a joint lead arranger, a joint bookrunner and syndication agent for the Refinancing Credit Agreement Lenders, BAS, as a joint lead arranger and a joint bookrunner for the Refinancing Credit Agreement Lenders, and Calyon and LaSalle, as co-documentation agents for the Refinancing Credit Agreement Lenders, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreements, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of July 30, 2004 (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, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all of its Secured Obligations;

WHEREAS, the Grantor 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 Agreements, 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, the 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 "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all of its letters patent and applications for letters patent in the United States, including all patent applications in preparation for filing anywhere in the United States and including each patent and each patent application referred to in Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

Notwithstanding the foregoing, "Patent 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 Grantor for the purpose of registering the security interest of the Collateral Agent in the Patent 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 Patent Collateral in accordance with the Credit Agreements (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreements) or (ii) the Termination Date, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral (or the Patent Collateral so sold, transferred or otherwise disposed of, as the case may be) which has been granted hereunder. Upon any license of any Patent Collateral in accordance with the Credit Agreements (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreements), the Collateral Agent shall, at the Grantor's request and expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to subordinate the lien on and security interest in the Patent Collateral so licensed which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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 Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreements.

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 VENTURES, INC.

By: Steven J. Machov
Name: Steven J. Machov
Title: Secretary

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

By: _____
Name:
Title:

By: _____
Name:
Title:

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 VENTURES, INC.

By: _____
Name:
Title:

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

By: Robert Klawinski
Name:
Title: Robert Klawinski
Managing Director

SCHEDULE I
to Patent Security Agreement

MERRILL VENTURES, INC.

<i>PATENT TITLE</i>	<i>PATENT NUMBER</i>	<i>DATE</i>
MULTI-USER ELECTRONIC DOCUMENT AUTHORIZING SYSTEM WITH PROMPTED UPDATING OF SHARED LANGUAGE	6,065,026	May 16, 2000

PATENT SECURITY AGREEMENT
NY942403

EXECUTION

RECORDED: 10/07/2004

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REEL: 015223 FRAME: 0513