

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
Deluxe Laboratories, Inc.	01/27/2006
Deluxe Film Rejuvenation, Inc.	01/27/2006
MediaVu LLC	01/27/2006

RECEIVING PARTY DATA

Name:	Credit Suisse, as First Lien Collateral Agent
Street Address:	11 Madison
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6223377
Patent Number:	6428626
Patent Number:	5999248
Patent Number:	6702228
Application Number:	10657287
Application Number:	10081762
Application Number:	10436011

CORRESPONDENCE DATA

Fax Number: (866)459-2899

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

Phone: 202-783-2700

Email: carey.lening@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

PATENT

REEL: 017507 FRAME: 0395

500096755

CH \$280.00 6223377

Address Line 2:	attn: Carey Lening
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	356879
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NAME OF SUBMITTER:	Oleh Hereliuk
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<p>Total Attachments: 13 source=356879#page1.tif source=356879#page2.tif source=356879#page3.tif source=356879#page4.tif source=356879#page5.tif source=356879#page6.tif source=356879#page7.tif source=356879#page8.tif source=356879#page9.tif source=356879#page10.tif source=356879#page11.tif source=356879#page12.tif source=356879#page13.tif</p>
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Schedule I

U.S. Patents

PATENTS OWNED BY *DELUXE LABORATORIES, INC.*

OWNER	PATENT / APPLN. NO. / PUB. NO.	ISSUE / FILING DATE
DELUXE LABORATORIES, INC.	6223377	05/01/2001
DELUXE LABORATORIES, INC.	6428626	08/06/2002
DELUXE LABORATORIES, INC.	5999248	12/07/19 99

PATENTS OWNED BY *DELUXE FILM REJUVENATION, INC.*

OWNER	PATENT / APPLN. NO. / PUB. NO.	ISSUE / FILING DATE
FILMTREAT WEST CORP. ¹	6702228	03/09/2004

U.S. Patent Applications

U.S. PATENT APPLICATIONS OWNED BY *DELUXE LABORATORIES, INC.*

OWNER	PATENT / APPLN. NO. / PUB. NO.	ISSUE / FILING DATE
DELUXE LABORATORIES, INC.	20050053235 APPLICATION NO. 10/657,287	03/10/2005

¹ This is the name listed as the record owner in the U.S. Patent and Trademark Office.

U.S. PATENT APPLICATIONS OWNED BY *MEDIAVU, LLC*

OWNER	PATENT / APPLN. NO. / PUB. NO.	ISSUE / FILING DATE
MEDIAVU LLC / MEDIAVU LLC	20030158872 App. No. 10/81762	08/21/2003
MEDIAVU LLC / MEDIAVU LLC	20040006627 App. No. 10/436,011	01/08/2004

Non-U.S. Patents

NON-US PATENTS OWNED BY *DELUXE LABORATORIES, INC.*

OWNER	COUNTRY	PATENT / APPLN. NO. / PUB. NO.	ISSUE / FILING DATE
DELUXE LABORATORIES, INC.	EUROPE DESIGNATED DE, GB AND IT	940361	09/08/1999
DELUXE LABORATORIES, INC.	GREAT BRITAIN (EPO)	940361	09/08/1999
DELUXE LABORATORIES, INC.	ITALY (EPO)	940361	09/08/1999
DELUXE LABORATORIES, INC.	GERMANY (EPO)	69901740	07/18/2002

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (this "**Agreement**") dated as of January 27, 2006, is among DELUXE LABORATORIES, INC., a Delaware corporation located at 1377 North Serrano Avenue, Los Angeles, California 90027, DELUXE FILM REJUVENATION, INC., a California corporation located at 10810 Cantara Street, Sun Valley, California 91352, and MEDIAVU LLC, a California limited liability company located at 200 South Flower Street, Burbank, California 91502 (each a "**Grantor**" and, collectively, "**Grantors**") and CREDIT SUISSE ("**Credit Suisse**"), as first lien collateral agent (in such capacity, the "**Collateral Agent**").

PRELIMINARY STATEMENT

Reference is made to (a) the First Lien Credit Agreement dated as of January 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Deluxe Entertainment Services Group Inc. (the "**Borrower**"), Deluxe Canada Holdings Inc., DX Holdings LLC ("**Holdings**"), the lenders from time to time party thereto (the "**Lenders**") and the Collateral Agent, and (b) the First Lien Guarantee and Collateral Agreement (U.S.) dated as of January 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrower, Holdings, the Grantors and certain affiliates thereof from time to time party thereto and Credit Suisse, as the Collateral Agent. The Lenders and the Issuing Bank (as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit 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 extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. 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 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 "**Patent Collateral**"):

all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule I hereto, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

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) and (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).

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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent 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.

[Remainder of page intentionally left blank]

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

DELUXE LABORATORIES, INC.,

by 

Name: Michael Gunter
Title: Executive Vice President -
Finance and Business
Development, North
America, Chief Financial
Officer, Secretary and
Treasurer

DELUXE FILM REJUVENATION, INC.,

by 

Name: Michael Gunter
Title: Secretary

MEDIAVU LLC,

by 

Name: Michael Gunter
Title: Secretary and Treasurer

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:
Title:

by

Name:
Title:

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Officer, Secretary and
Treasurer

DELUXE FILM REJUVENATION, INC.,

by

Name: Michael Gunter
Title: Secretary

MEDIAVU LLC,

by

Name: Michael Gunter
Title: Secretary and Treasurer

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name: PHILLIP HO
Title: DIRECTOR

by

Name: KARIM BLASETTI
Title: ASSOCIATE

STATE OF California)
)
COUNTY OF Los Angeles)

ss:

On January 26, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Gunter, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Executive Vice President - Finance and Business Development, North America, Chief Financial Officer, Secretary and Treasurer, on behalf of DELUXE LABORATORIES, INC., a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

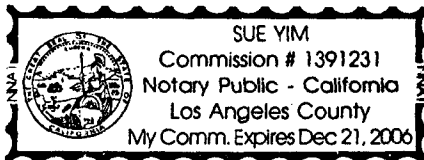
WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

My Commission Expires:

12/21/2006


Notary Public



[Acknowledgment to First Lien Patent Security Agreement]

PATENT
REEL: 017507 FRAME: 0403

STATE OF California)
)
COUNTY OF Los Angeles)

ss:

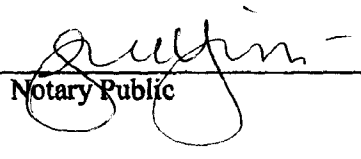
On January 26, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Gunter, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Secretary, on behalf of DELUXE FILM REJUVENATION, INC., a California corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

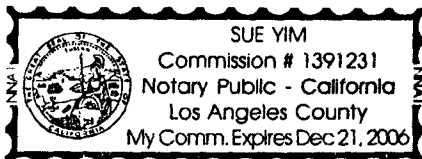
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Notary Public



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STATE OF California)
)
COUNTY OF Los Angeles)

ss:

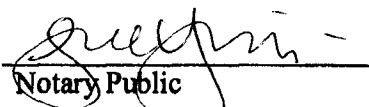
On January 26, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Gunter, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Secretary and Treasurer, on behalf of MEDIAVU LLC, a California corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

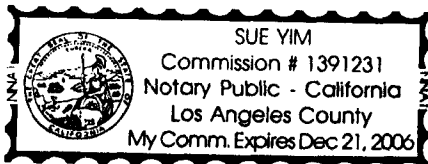
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(NOTARIAL STAMP OR SEAL)

My Commission Expires:

12/21/2006


Notary Public



[Acknowledgment to First Lien Patent Security Agreement]

PATENT
REEL: 017507 FRAME: 0405

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MEDIAVU LLC / MEDIAVU LLC	20040006627 App. No. 10/436,011	01/08/2004

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DELUXE LABORATORIES, INC.	ITALY (EPO)	940361	09/08/1999
DELUXE LABORATORIES, INC.	GERMANY (EPO)	69901740	07/18/2002

Non-U.S. Patent Applications

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OWNER	COUNTRY	PATENT / APPLN. NO. / PUB. NO.	ISSUE / FILING DATE
DELUXE LABORATORIES, INC.	GREAT BRITAIN	2407227 APPLICATION NO. 200419956	04/20/2005
DELUXE LABORATORIES, INC.	CANADA	2480487	09/03/2004

NON-US PATENT APPLICATIONS OWNED BY *MEDIAVU, LLC*

OWNER	COUNTRY	PATENT / APPLN. NO. / PUB. NO.	ISSUE / FILING DATE
MEDIAVU LLC	AUSTRALIA	2003228995	12/02/2003