Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		SECURITY AGREEMENT	SECURITY AGREEMENT		
CONVEYING PAR	TY DATA	1			
		Name	Execution Date		
Deluxe Laboratories, Inc.			05/11/2007		
			05/11/2007		
MediaVu LLC					
			03/11/2007		
RECEIVING PART	Y DATA				
Name:	Name: Credit Suisse, as Collateral Agent				
Street Address:	11 Madison Ave	enue			
City:	New York				
State/Country:	NEW YORK				
Postal Code:	10010				
Property Type Application Number: 1089		Number 93508			
Application Number: 108		393508			
Application Number: 116		1672882			
Application Numb	er: 10	0766700			
Application Numb	er: 10	0766701			
Application Numb	er: 1'	146808			
Application Numb	er: 1'	268083			
Application Number: 1008 ⁷		0081762			
CORRESPONDEN	ICE DATA				
Fax Number:	(866)826-5	5420			
		ail when the fax attempt is unsuc	cessful.		
, Phone:	30163805				
Email:	ipresearch	plus@comcast.net			
Correspondent Name: IP Research Plus, Inc.					
Address Line 1:	21 Tadcas	ter Circle			
	_		PATENT		
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Address Line 2:Attn: Penelope J.A. AgodoaAddress Line 4:Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	31614	
NAME OF SUBMITTER:	Penelope J.A. Agodoa	
Total Attachments: 9 source=31614#page1.tif source=31614#page2.tif source=31614#page3.tif source=31614#page4.tif source=31614#page5.tif source=31614#page6.tif source=31614#page7.tif source=31614#page8.tif		

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (this "Agreement") dated as of May 11, 2007, is among DELUXE LABORATORIES, INC., a Delaware corporation located at 1377 North Serrano Avenue, Los Angeles, California 90027, DELUXE DIGITAL MEDIA MANAGEMENT, INC., a Delaware corporation located at 29125 Avenue Paine, Valencia, California 91335, 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, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Deluxe Entertainment Services Group Inc. (the "Borrower"), Deluxe Toronto Ltd. (successor by amalgamation to 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, 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

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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*"):

(a) 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 the extent that any such provision of 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 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 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 and the First Lien Patent Security Agreement dated as of January 27, 2006. 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 Joot Eulier Name:

Title:

DELUXE DIGITAL MEDIA MANAGEMENT, INC.,

By letterin Name:

Title:

MEDIAVU LLC,

By <u>lutture</u> Name:

Title:

[First Lien Patent Security Agrm.]

STATE OF <u>California</u>) COUNTY OF <u>Los Angeles</u>) On <u>May 8, 7007</u>, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared

Scott Ehrlich, 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 $\notin V.P$, 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:

STATE OF <u>California</u>) COUNTY OF <u>Los Angeles</u>)

SS:

On \underline{May} $\overline{\mathcal{B}_1 \partial \mathcal{O} \mathcal{F}_1}$, $\underline{2006}$ before me, the undersigned, a notary public in and for said state and county, personally appeared \underline{Scoff} $\underline{Ehvlich}$, 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 EVF , on behalf of DELUXE DIGITAL MEDIA MANAGEMENT, 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.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Notary Public - California Los Angeles County My Comm. Expires Mar 9, 2011 Notary Public

NATALIE PATRICIA RUPRECHT Commission # 1729850

My Commission Expires:

[First Lien Patent Security Agrm.]

STATE OF <u>California</u>) COUNTY OF <u>los Angele</u>)

ss:

On <u>May 8</u>, 2007, 2006 before me, the undersigned, a notary public in and for said state and county, personally appeared <u>SCOH FINILM</u>, 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 <u>FINILM</u>, on behalf of MEDIAVU LLC, a California limited liability company, the company therein named, and acknowledged to me that the company 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)

Commission # 1729850 Notary Public - California Los Angeles County My Comm. Expires Mar 9, 2011

NATALIE PATRICIA RUPRECHT

My Commission Expires:

[First Lien Patent Security Agrm.]

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' SUISSE, H, as Collat		YMAN ISLANDS
 Jame: Title:	PH DI	IILLIP HO RECTOR
lame: itle:		AHEEN MALIK ASSOCIATE

[First Lice Patent Security Agen.]

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Schedule I

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.	APPLICATION NO. 10/893,508	05/25/2006
DELUXE LABORATORIES, INC.	APPLICATION NO. 11/672,882	02/08/2007

U.S. PATENT APPLICATIONS OWNED BY DELUXE DIGITAL MEDIA MANAGEMENT INC.

OWNER	PATENT / APPLN. NO. / PUB. NO.	ISSUE / FILING DATE
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	APPLICATION NO. 10/766,700	01/28/2004
DELUXE DIGITAL MEDIA MANAGEMENT, INC.	APPLICATION NO. 10/766,701	01/28/2004

U.S. PATENT APPLICATIONS OWNED BY MEDIAVU, LLC

OWNER	PATENT / APPLN. NO. / PUB. NO.	ISSUE / FILING DATE
MEDIAVU LLC	APPLICATION NO. 11/146,808	06/07/05
MEDIAVU LLC	APPLICATION NO. 11/268,083	11/07/05
MEDIAVU LLC	APPLICATION NO. 10/081,762	03/15/07

Non-U.S. Patents

OWNER	COUNTRY	PATENT / APPLN. NO. / PUB. NO.	ISSUE / FILING DATE
DELUXE LABORATORIES, INC.	GREAT BRITAIN (EPO)	2415853	11/08/06

NON-US PATENTS OWNED BY DELUXE LABORATORIES, INC.

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RECORDED: 05/14/2007