

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Quad/Graphics, Inc.	07/02/2010
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 43	
Property Type	Number
Patent Number:	5230501
Application Number:	12163664
Patent Number:	7500662
Patent Number:	6269609
Patent Number:	6415582
Application Number:	10607233
Application Number:	12621538
Patent Number:	6694219
Patent Number:	7246798
Patent Number:	7096088
Application Number:	12040399
Application Number:	12726028
Patent Number:	7333878
Patent Number:	7477964
Patent Number:	7325375

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Patent Number:	7475523
Application Number:	11192929
Patent Number:	6675062
Patent Number:	7272466
Patent Number:	6829521
Patent Number:	6742778
Patent Number:	7222844
Patent Number:	5232324
Patent Number:	5316425
Patent Number:	5634633
Patent Number:	5988620
Patent Number:	5662448
Patent Number:	6267366
Patent Number:	6682062
Patent Number:	6916018
Patent Number:	6125760
Patent Number:	5114128
Patent Number:	6167326
Patent Number:	6347260
Patent Number:	7102095
Patent Number:	5881538
Patent Number:	5950401
Patent Number:	5547175
Patent Number:	7506813
Application Number:	12275085
Application Number:	12112876
Application Number:	12410068
Application Number:	12413180

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

36084-37010

NAME OF SUBMITTER:

Dusan Clark

Total Attachments: 5

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the "Confirmatory Grant") is made effective as of July 2, 2010 by and from QUAD/GRAPHICS, INC., a Wisconsin corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, "Grantee"), for the benefit of the Holders of Secured Obligations under the Credit Agreement described below.

WHEREAS, the Grantor, 7345933 Canada Inc., the Lenders party thereto, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Grantee have entered into a Credit Agreement dated as of April 23, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has entered into the Pledge and Security Agreement dated as of July 2, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Grantor, certain Subsidiaries of the Grantor and the Grantee;

WHEREAS, the Grantor owns the patents (the "Patents") listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other loan documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the Guaranteed Obligations (as defined in the Pledge and Security Agreement). Upon the indefeasible payment of all the Secured Obligations and Guaranteed Obligations in cash (other than Unliquidated Obligations), the termination or expiration of the Commitments and all Letters of Credit (or, in the case of all Letters of Credit, that the Letters of Credit have been fully collateralized (by cash or letter of credit) on terms reasonably satisfactory to the Grantee) and no commitments of the Grantee or the Holders of Secured Obligations which would give rise to any Secured Obligations or Guaranteed Obligations are outstanding, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the

Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

QUAD/GRAPHICS, INC.

By: 

Name: Andrew R. Schiesl

Title: Vice President, General Counsel and Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS
Exhibit A - SCHEDULE OF PATENTS

Title	Patent No.	Application No.	Assignee
Apparatus and Method for Integrating an Insert Assembly on a Printing Press	5230501	07/821800	Quad/Graphics, Inc.
Variable Trim Size Binding		12/163664	Quad/Graphics, Inc.
Finishing Buffer	7500662	10/837097	Quad/Graphics, Inc.
Apparatus for Selective Wrapping of Products and a Method Thereof	6269609	09/333710	Quad/Graphics, Inc.
Apparatus for Selective Wrapping of Products and a Method Thereof	6415582	09/835430	Quad/Graphics, Inc.
Printed Product Binding Method		10/607233	Quad/Graphics, Inc.
Method of Delivering a Printed Product to a Binding or Mailing Line		12/621538	Quad/Graphics, Inc.
Method and Apparatus for Assembling Personalized Electronic Media into Printed Products	6694219	10/060687	Quad/Graphics, Inc.
Method and Apparatus for Assembling Personalized Electronic Media into Printed Products	7246798	10/747840	Quad/Graphics, Inc.
Combined Mailing Streams	7096088	10/262116	Quad/Graphics, Inc.
Combined Mailing Streams		12/040399	Quad/Graphics, Inc.
Method of Printing on a Product		12/726028	Quad/Graphics, Inc.
Combined Mailing Streams	7333878	11/380667	Quad/Graphics, Inc.
Combined Mailing Streams	7477964	11/959683	Quad/Graphics, Inc.
Selective Product Inserter Apparatus and Process (Envelope Stuffer)	7325375	11/159713	Quad/Graphics, Inc.
Selective Product Inserter Apparatus and Process (Envelope Stuffer)	7475523	11/953456	Quad/Graphics, Inc.
Method for Managing Desired Print Content of a Print Job		11/192929	Quad/Graphics, Inc.
Printed Products	6675062	10/062124	Quad/Graphics, Inc.
Printed Products	7272466	11/005783	Quad/Graphics, Inc.
Printed Products	6829521	10/747750	Quad/Graphics, Inc.
Signature Hopper Loader	6742778	10/100255	Quad/Graphics, Inc.
Hopper Loader with Lateral Deblocking (Ferus Loader)	7222844	10/113297	Quad/Graphics, Inc.
Apparatus and Method for Applying Covers to Signatures	5232324	07/773025	Quad/Graphics, Inc.
Apparatus and Method for Applying Covers to Signatures	5316425	07/833356	Quad/Graphics, Inc.
Apparatus and Method for Securing an Item to Printed Material	5634633	08/562258	Quad/Graphics, Inc.
Apparatus and Method for Securing an Item to Printed Material	5988620	08/866992	Quad/Graphics, Inc.

Title	Patent No.	Application No.	Assignee
Apparatus and Method for Registering a Cover with a Book Block	5662448	08/526752	Quad/Graphics, Inc.
Apparatus and Method of Processing Signatures to a Binding Line	6267366	09/426345	Quad/Graphics, Inc.
Apparatus and Method of Processing Signatures to a Binding Line	6682062	10/265887	Quad/Graphics, Inc.
Apparatus and Method of Processing Signatures to a Binding Line	6916018	10/764824	Quad/Graphics, Inc.
Printer Conveyor System	6125760	09/301239	Quad/Graphics, Inc.
Process and Apparatus for Personalizing Magazines	5114128	07/661298	Quad/Graphics, Inc.
Multi-Mailer	6167326	09/178132	Quad/Graphics, Inc.
Multi-Mailer	6347260	09/679745	Quad/Graphics, Inc.
Co-Mailing Apparatus and Method	7102095	10/286531	Quad/Graphics, Inc.
Method of Packaging Computer Disks	5881538	08/872893	Quad/Graphics, Inc.
Method of Packaging Computer Disks	5950401	08/878449	Quad/Graphics, Inc.
Apparatus and Method for Preparing Mail Products	5547175	08/039922	Quad/Graphics, Inc.
Resonator Use in the Print Field	7506813	11/316371	Quad/Graphics, Inc.
Ablative Printing		12/275085	Quad/Graphics, Inc.
Cycle Time Reduction of Data Files		12/112876	Quad/Graphics, Inc.
Personalized Release Card		12/410068	Quad/Graphics, Inc.
In-Line Shell Processing		12/413180	Quad/Graphics, Inc.

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RECORDED: 07/16/2010

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