

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
World Color Printing (USA) Corp.	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: 4	
Property Type	Number
Patent Number:	5716688
Patent Number:	5944355
Patent Number:	6234536
Patent Number:	6272991
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	Dusan Clark, Esq.
Address Line 1:	Sidley Austin LLP
Address Line 2:	717 N. Harwood St., Suite 3400
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	36084-37010
NAME OF SUBMITTER:	Dusan Clark

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Total Attachments: 4

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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 WORLD COLOR PRINTING (USA) CORP., a Delaware 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 Quad/Graphics, Inc., 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.

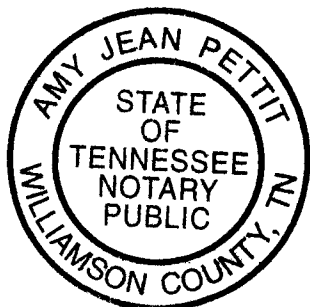
WORLD COLOR PRINTING (USA) CORP.

By: David McCarthy
Name: David McCarthy
Title: Vice President

STATE OF Tennessee)
Williamson COUNTY)

David McCarthy, known to me to be the Vice President of World Color Printing (USA) Corp., personally came before me this 24th day of June 2010, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Patents on behalf of World Color Printing (USA) Corp. and pursuant authority duly received.

(SEAL)



Amy Jean Pettit
Notary Public, State of Tennessee
My Commission Expires: January 21, 2013

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

Patent Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Assignee of Record	Comment
Enclosed promotional label	USA	08/681327	7/22/1996	5716688	2/10/1998	World Color Printing (USA) Corp.	
Multi-ply label	USA	08/514298	8/11/1995	5944355	8/31/1999	World Color Printing (USA) Corp.	
Label structure	USA	09/210230	12/11/1998	6234536	5/22/2001	World Color Printing (USA) Corp.	
Method for printing a multi-ply label	USA	09/339698	6/24/1999	6272991	8/14/2001	World Color Printing (USA) Corp.	No assignment from the inventors on record with the USPTO. Divisional of U.S. 5944355.

PATENT

RECORDED: 07/16/2010

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