

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																												
CONVEYING PARTY DATA																													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>DELUXE DIGITAL STUDIOS, INC.</td><td>02/23/2011</td></tr><tr><td>DELUXE LABORATORIES, INC.</td><td>02/23/2011</td></tr><tr><td>DELUXE MEDIA GROUP LLC</td><td>02/23/2011</td></tr><tr><td>DELUXE MEDIA SERVICES LLC</td><td>02/23/2011</td></tr></tbody></table>		Name	Execution Date	DELUXE DIGITAL STUDIOS, INC.	02/23/2011	DELUXE LABORATORIES, INC.	02/23/2011	DELUXE MEDIA GROUP LLC	02/23/2011	DELUXE MEDIA SERVICES LLC	02/23/2011																		
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RECEIVING PARTY DATA																													
<table border="1"><tr><td>Name:</td><td>CREDIT SUISSE AG, AS SECOND LIEN COLLATERAL AGENT</td></tr><tr><td>Street Address:</td><td>11 Madison Avenue</td></tr><tr><td>City:</td><td>NEW YORK</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10010</td></tr></table>		Name:	CREDIT SUISSE AG, AS SECOND LIEN COLLATERAL AGENT	Street Address:	11 Madison Avenue	City:	NEW YORK	State/Country:	NEW YORK	Postal Code:	10010																		
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PROPERTY NUMBERS Total: 25																													
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PATENT
REEL: 026167 FRAME: 0729

Application Number:	11217256
Application Number:	10718376
Application Number:	10692082
Application Number:	12337552
Application Number:	12770666
Application Number:	11906957
PCT Number:	US0871274
PCT Number:	US0886287
PCT Number:	US0946433
PCT Number:	US0963448
PCT Number:	US0852937
PCT Number:	US0721289

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.
 Address Line 1: 21 Tadcaster Circle
 Address Line 2: Attn: Penelope J.A. Agodoa
 Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36840
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Total Attachments: 13
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

DELUXE DIGITAL STUDIOS, INC.
DELUXE LABORATORIES, INC.
DELUXE MEDIA GROUP LLC
DELUXE MEDIA SERVICES LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 23, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE AG, AS SECOND LIEN COLLATERAL AGENT

Internal Address: _____

Street Address: 11 Madison Avenue

City: New York

State: New York

Country: U.S.A. Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)
See attached Schedule I

☐ This document is being filed together with a new application.
B. Patent No.(s)
See attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 19

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____


- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:


Signature

February 25, 2011

Date

Joseph Raho

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**PATENT
REEL: 026167 FRAME: 0731**

SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (this “**Agreement**”) dated as of February 23, 2011, is among DELUXE DIGITAL STUDIOS, INC., a Delaware corporation, DELUXE LABORATORIES, INC., a Delaware corporation, DELUXE MEDIA GROUP LLC (formerly known as ASCENT MEDIA GROUP, LLC), a Delaware limited liability company, and DELUXE MEDIA SERVICES LLC (formerly known as ASCENT MEDIA SERVICES, LLC), a Delaware limited liability company (each a “**Grantor**” and, collectively, “**Grantors**”) and CREDIT SUISSE AG (“**Credit Suisse**”), as second lien collateral agent (in such capacity, the “**Collateral Agent**”).

PRELIMINARY STATEMENT

Reference is made to (a) the Second Lien Credit Agreement dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Deluxe Entertainment Services Group Inc. (the “**Borrower**”), DX Holdings LLC (“**Holdings**”), the lenders from time to time party thereto (the “**Lenders**”) and the Collateral Agent, and (b) the Second Lien Guarantee and Collateral Agreement dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among the Borrower, Holdings, the Grantors and the Subsidiary Guarantors and Credit Suisse, as the Collateral Agent. The Lenders have agreed to make term loans to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to make such loans 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 making of loans to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to make such loans. 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 (the “**Patents**”), 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 and the Second Lien Patent Security Agreement dated as of May 11, 2007. 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.

SECTION 4. *Intercreditor Agreement Governs.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY

CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE
INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF
THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[Remainder of page intentionally left blank]

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

DELUXE DIGITAL STUDIOS, INC.,

by Stefanie A. Liquori

Name: Stefanie Liquori

Title: SVP, Deputy General Counsel

DELUXE LABORATORIES, INC.,

by Stefanie A. Liquori

Name: Stefanie Liquori

Title: SVP, Deputy General Counsel

DELUXE MEDIA GROUP LLC,

by Stefanie A. Liquori

Name: Stefanie Liquori

Title: SVP, Deputy General Counsel

DELUXE MEDIA SERVICES LLC,

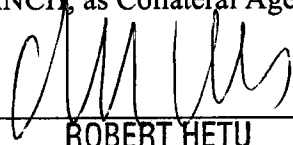
by Stefanie A. Liquori

Name: Stefanie Liquori

Title: SVP, Deputy General Counsel

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by



Name: ROBERT HETU
Title: MANAGING DIRECTOR

by



Name: **Rahul Parmar**
Title: **Associate**

Schedule I

U.S. Patents

U.S. PATENTS OWNED BY DELUXE DIGITAL STUDIOS, INC.

<u>TITLE</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
Method and system for use in coordinating multimedia devices	12842001 2010-07-22	Pending
Method and system for use in coordinating multimedia devices	12332238 2008-12-10	Pending
Methods and systems for use in controlling playback of content in relation to recorded content	61411096 2010-11-08	Pending
Methods and systems for use in controlling playback of content in relation to recorded content	61424028 2010-12-16	Pending
Methods and systems for use in customizing displayed content associated with a portable storage medium	12181138 2008-07-28	Pending
Methods and systems for use in providing playback of variable length content in a fixed length framework	12702260 2010-02-08	Pending
Methods and systems for use in providing playback of variable length content in a fixed length framework	12479474 2009-06-05	Pending

<u>TITLE</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
Methods and systems of dynamically managing content for use by a media playback device	61415933 2010-11-22	Pending
Methods, systems and apparatuses for use in updating a portable storage medium	12613490 2009-11-05	Pending

U.S. PATENTS OWNED BY DELUXE LABORATORIES, INC.

<u>TITLE</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
Systems, apparatus and methods for subtitling for stereoscopic content	12713685 2010-02-26	Pending

U.S. PATENTS OWNED BY DELUXE MEDIA GROUP LLC

<u>TITLE</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
US/ (09/295,936) / METHODS AND APPARATUS FOR CORRECTION OF 2-3 FIELD PATTERNS	6,559,890	05/06/2003
US/ (GB 9704052) / IMAGE PROCESSING	6,844,894	01/18/2005
LOCALIZED MEDIA CONTENT MANAGEMENT	20070050834-A1 APPLICATION NO. 11/217,256	03/01/2007

<u>TITLE</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
VIDEO-ON-DEMAND (VOD) MANAGEMENT SYSTEM AND METHODS	20040103120 APPLICATION NO. 10/718,376	05/27/2004
MULTICAST MEDIA DISTRIBUTION SYSTEM	20040255335 APPLICATION NO. 10/692,082	10/22/2003
UP-SCALING IMAGES USING INTERPOLATING FUNCTION	20100150475 APPLICATION NO. 12/337,552	06/17/2010
AUTOMATED AUDIO CONFORM	APPLICATION NO. 12/770,666	04/29/2010
MARKET EXCHANGE FOR MEDIA CONTENTS	20090094165-A1 APPLICATION NO. 11/906,957	04/09/2009

U.S. PATENTS OWNED BY DELUXE MEDIA SERVICES LLC

<u>TITLE</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
US/ (08/101,352) / SECONDARY COLOR CORRECTOR	5,412,433	05/02/1995

Foreign Patents

FOREIGN PATENTS OWNED BY DELUXE DIGITAL STUDIOS, INC.

<u>TITLE</u>	<u>COUNTRY</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
METHODS AND SYSTEMS FOR USE IN PROVIDING PLAYBACK OF VARIABLE LENGTH CONTENT IN A FIXED LENGTH FRAMEWORK	AUSTRALIA	APPLICATION NO. TBD	06/05/2009
METHODS AND SYSTEMS FOR USE IN CUSTOMIZING DISPLAYED CONTENT FROM A PORTABLE STORAGE MEDIUM	AUSTRALIA	APPLICATION NO. 2008282367	07/26/2008
METHOD AND SYSTEM FOR USE IN COORDINATING MULTIMEDIA DEVICES	AUSTRALIA	APPLICATION NO. 2008335095	12/10/2008
METHODS AND SYSTEMS FOR USE IN PROVIDING PLAYBACK OF VARIABLE LENGTH CONTENT IN A FIXED LENGTH FRAMEWORK	CANADA	APPLICATION NO. TBD	06/05/2009
METHODS AND SYSTEMS FOR USE IN CUSTOMIZING DISPLAYED CONTENT FROM A PORTABLE STORAGE MEDIUM	CANADA	APPLICATION NO. 2694784	07/26/2008
METHOD AND SYSTEM FOR USE IN COORDINATING MULTIMEDIA DEVICES	CANADA	APPLICATION NO. 2708778	12/10/2008

<u>TITLE</u>	<u>COUNTRY</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
METHODS AND SYSTEMS FOR USE IN PROVIDING PLAYBACK OF VARIABLE LENGTH CONTENT IN A FIXED LENGTH FRAMEWORK	EUROPE	APPLICATION NO. TBD	06/05/2009
METHOD AND SYSTEM FOR USE IN COORDINATING MULTIMEDIA DEVICES	EUROPE	APPLICATION NO. 088604038	12/10/2008
METHODS AND SYSTEMS FOR USE IN PROVIDING PLAYBACK OF VARIABLE LENGTH CONTENT IN A FIXED LENGTH FRAMEWORK	JAPAN	APPLICATION NO. TBD	06/05/2009
METHODS AND SYSTEMS FOR USE IN CUSTOMIZING DISPLAYED CONTENT FROM A PORTABLE STORAGE MEDIUM	JAPAN	APPLICATION NO. 2010518429	07/26/2008
METHOD AND SYSTEM FOR USE IN COORDINATING MULTIMEDIA DEVICES	JAPAN	APPLICATION NO. 2010538140	12/10/2008
METHODS AND SYSTEMS FOR USE IN CUSTOMIZING DISPLAYED CONTENT FROM A PORTABLE STORAGE MEDIUM	PCT	APPLICATION NO. PCT/US08/071274	07/26/2008
METHOD AND SYSTEM FOR USE IN COORDINATING MULTIMEDIA DEVICES	PCT	APPLICATION NO. PCT/US08/086287	12/10/2008

<u>TITLE</u>	<u>COUNTRY</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
METHODS AND SYSTEMS FOR USE IN PROVIDING PLAYBACK OF VARIABLE LENGTH CONTENT IN A FIXED LENGTH FRAMEWORK	PCT	APPLICATION NO. PCT/US09/046433	06/05/2009
METHODS, SYSTEMS AND APPARATUSES FOR USE IN UPDATING A PORTABLE STORAGE MEDIUM	PCT	APPLICATION NO. PCT/US09/063448	11/05/2009
METHODS AND SYSTEMS FOR USE IN CUSTOMIZING DISPLAYED CONTENT FROM A PORTABLE STORAGE MEDIUM	WIPO	APPLICATION NO. 0879667761244	07/26/2008

FOREIGN PATENTS OWNED BY DELUXE LABORATORIES, INC.

<u>TITLE</u>	<u>COUNTRY</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
SYSTEM AND METHOD FOR AUDIO ENCODING AND COUNTERFEIT TRACKING A MOTION PICTURE ("FCT SOUND")	CANADA	2589020	05/28/2007
SYSTEM AND METHOD FOR AUDIO ENCODING AND COUNTERFEIT TRACKING A MOTION PICTURE ("FCT SOUND")	PCT	PCT/US08/052937	02/04/2008

FOREIGN PATENTS OWNED BY DELUXE MEDIA GROUP LLC

<u>TITLE</u>	<u>COUNTRY</u>	<u>PATENT / APPLN. NO. / PUB. NO.</u>	<u>ISSUE/ FILING DATE</u>
LOCALIZED MEDIA CONTENT MANAGEMENT	EUROPE	12253	08/28/2009
LOCALIZED MEDIA CONTENT MANAGEMENT	CHINA	APPLICATION NO. 200680031711.90	08/31/2006
LOCALIZED MEDIA CONTENT MANAGEMENT	EUROPEAN PATENT OFFICE	1932347 APPLICATION NO. 6802880.20	06/18/2008
MARKET EXCHANGE FOR MEDIA CONTENTS	PCT	WO 2009/045194 APPLICATION NO. PCT/US2007/ 021289	04/09/2009