

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Quad/Tech, Inc.	07/26/2011
<b>RECEIVING PARTY DATA</b>	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Patent Number:	6000333
Patent Number:	5115141
Patent Number:	5056431
<b>CORRESPONDENCE DATA</b>	
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
Total Attachments: 4 source=7(i) Confirmatory Grant of Patents (QuadTech)#page1.tif source=7(i) Confirmatory Grant of Patents (QuadTech)#page2.tif source=7(i) Confirmatory Grant of Patents (QuadTech)#page3.tif source=7(i) Confirmatory Grant of Patents (QuadTech)#page4.tif	

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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 26, 2011 by and from QUAD/TECH, 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 Quad/Graphics, Inc. (the "Borrower"), the Lenders party thereto, and Grantee have entered into an Amended and Restated Credit Agreement dated as of July 26, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has entered into the Amended and Restated Pledge and Security Agreement dated as of July 26, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Borrower, the Grantor, certain other Subsidiaries of the Borrower 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.

[Signature page follows]

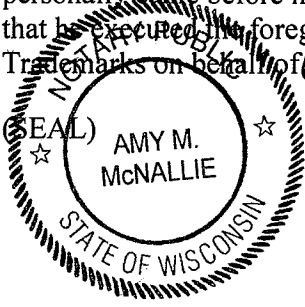
IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Patents effective as of the date first written above.

QUAD/TECH, INC.

By: [Signature]  
Name: Andrew R. Schiesl  
Title: Secretary

STATE OF Wisconsin )  
Waukesha COUNTY )

Andrew R. Schiesl known to me to be the Secretary of Quad/Tech Inc. personally came before me this 22 day of July 2011, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of Quad/Tech Inc. and pursuant authority duly received.



[Signature]  
Notary Public, State of WI  
My Commission Expires: 4-20-2014

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

TITLE:	PATENT NO./ PUBLICATION NO./ SERIAL NO.	DATE ISSUED/ DATE FILED	STATUS
Apparatus for use in a gravure printing press	6000333 09125842	12/14/1999 10/9/1998	Issued
Register mark detection apparatus utilizing a first and second linear array of sensors arranged non-parallel allowing longitudinal and transverse monitoring	5115141 07527809	5/19/1992 5/24/1990	Issued
Bernoulli-effect web stabilizer	5056431 07503711	10/15/1991 4/3/1990	Issued