

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DELUXE LABORATORIES, INC.	01/03/2012
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	101 N. TRYON ST.
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6428626
Patent Number:	6223377
Patent Number:	5999248
Patent Number:	7623661
Patent Number:	7818257
Patent Number:	7394519
Application Number:	12713685
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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

OP \$280.00 6428626

PATENT

ATTORNEY DOCKET NUMBER:	37713
NAME OF SUBMITTER:	Penelope J.A. Agodoa
<p>Total Attachments: 10 source=37713#page1.tif source=37713#page2.tif source=37713#page3.tif source=37713#page4.tif source=37713#page5.tif source=37713#page6.tif source=37713#page7.tif source=37713#page8.tif source=37713#page9.tif source=37713#page10.tif</p>	

**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 LABORATORIES, INC.

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A., AS COLLATERAL AGENT

Internal Address: _____

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

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

Execution Date(s) JANUARY 3, 2012

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 101 N. TRYON ST.

City: CHARLOTTE

State: NC

Country: USA Zip: 28255

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

PLEASE SEE ATTACHED SCHEDULE.

B. Patent No.(s)

PLEASE SEE ATTACHED SCHEDULE.

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: 7

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

JANUARY 10, 2012

Date

ERIC SPIERER

Name of Person Signing

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

10

PATENT AND TRADEMARK SECURITY
 AGREEMENT dated as of January 3, 2012 (this
"Agreement"), between DELUXE LABORATORIES,
 INC, a Delaware corporation (the *"Grantor"*), and BANK
 OF AMERICA, N.A., as collateral agent (in such capacity,
 the *"Collateral Agent"*)

Reference is made to (a) the Asset-Based Revolving Credit Agreement dated as of January 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the *"ABL Facility Credit Agreement"*), among Deluxe Entertainment Services Group Inc., a Delaware corporation (the *"Company"*), Deluxe Laboratories, Inc., a Delaware corporation (*"Deluxe Labs"*), Deluxe Digital Studios, Inc., a Delaware corporation (*"Deluxe Digital"*), Deluxe Media Creative Services Inc., a California corporation (*"Deluxe Creative"*), Deluxe Media Services LLC, a Delaware limited liability company (*"Deluxe Media"*), Company 3, LLC, a Delaware limited liability company (*"Company 3"*), and together with the Company, Deluxe Labs, Deluxe Digital, Deluxe Creative and Deluxe Media, collectively, the *"Borrowers"*), DX Holdings LLC, a Delaware limited liability company (*"Holdings"*), the Lenders from time to time party thereto, Credit Suisse AG, as administrative agent, and Bank of America, N.A., as collateral agent, and (b) the ABL Guarantee and Collateral Agreement dated as of January 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the *"ABL Guarantee and Collateral Agreement"*), among Holdings, the Borrowers, the other Loan Parties from time to time party thereto and Bank of America, N.A., as collateral agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the ABL Facility Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Guarantors party hereto are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the ABL Facility Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Issuing Banks to issue additional Letters of 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 ABL Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the ABL 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 in cash of the Secured Obligations, the Grantor pursuant to the ABL Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets 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 and Trademark Collateral***");

(i) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), 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; and

(ii) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the PTO or any similar offices in any State of the United States of America, including registrations, recordings and pending applications in the PTO (or any successor office), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto and (b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the PTO on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the PTO.

SECTION 3. *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 ABL Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the ABL 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 ABL Guarantee and Collateral Agreement, the terms of the ABL Guarantee and Collateral Agreement shall govern.

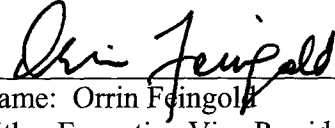
SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

DELUXE LABORATORIES, INC.,

by

A handwritten signature in dark ink, appearing to read "Orrin Feingold", is written over a horizontal line.

Name: Orrin Feingold
Title: Executive Vice President,
Chief Financial Officer and
Treasurer

BANK OF AMERICA, N.A., as
Collateral Agent,

by

A handwritten signature in black ink, appearing to read "Bobby P.S. Bans", is written over a horizontal line.

Name: Bobby P.S. Bans
Title: Vice President

[Signature Page to Patent and Trademark Security Agreement - Deluxe Laboratories, Inc.]
[[3322119]]

PATENT
REEL: 027637 FRAME: 0429

SCHEDULE I

Patents Owned by Deluxe Laboratories, Inc.

<u>Patent</u>	<u>Issue/App. No.</u>
Device and method for cleaning an elongated record medium	6,428,626
Device for cleaning an elongated record medium	6,223,377
Elongated record medium storage and transport system and method	5,999,248
Motion picture encoding and counterfeit tracking system and method ("FCT Film")	7,623,661
Program encoding and counterfeit tracking system and method ("FCT Data")	7,818,257
System and Method for Audio Encoding and Counterfeit Tracking a Motion Picture ("FCT Sound")	7,394,519
Systems, Apparatus and Methods for Subtitling for Stereoscopic Content ("3D Subtitling")	12/713,685

SCHEDULE II

Trademarks Owned by Deluxe Laboratories, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	3,536,091	11/25/2008
	3,621,461	05/19/2009
	3,526,510	11/04/2008
	3,621,462	05/19/2009
	3,727,049	12/22/2009
	3,621,463	05/19/2009
	2,399,113	10/31/2000
	2,399,122	10/31/2000
	3,653,056	07/14/2009
	3,678,251	09/08/2009

	3,653,057	07/14/2009
	3,653,058	07/14/2009
	3,678,252	09/08/2009
	3,487,309	08/19/2008
COLOR BY DELUXE	3,621,458	05/19/2009
COLOR BY DELUXE	3,526,509	11/04/2008
COLOR BY DELUXE	3,621,459	05/19/2009
COLOR BY DELUXE	3,727,048	12/22/2009
COLOR BY DELUXE	3,621,460	05/19/2009
DELUXE	3,610,895	04/28/2009
DELUXE	3,678,250	09/08/2009
DELUXE	3,665,490	08/11/2009
DELUXE	2,348,324	05/09/2000
DELUXE	3,618,079	05/12/2009
DELUXE	3,801,521	06/15/2010
DELUXE	3,610,896	04/28/2009
FCT	2,902,902	11/16/2004
FCT DATA	3,599,142	03/31/2009
FCT DATA	3,599,143	03/31/2009
FCT DATA	3,599,144	03/31/2009
FCT FILM	3,599,145	03/31/2009
FCT FILM	3,599,146	03/31/2009
FCT SOUND	3,603,157	04/07/2009

FCT SOUND	3,603,158	04/07/2009