

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 3D LLC	01/03/2012
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13089537
Application Number:	12634379
Application Number:	08066996
Application Number:	12634368
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
ATTORNEY DOCKET NUMBER:	37720
NAME OF SUBMITTER:	Penelope J.A. Agodoa

OP \$160.00 13089537

Total Attachments: 7
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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 3D LLC

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

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE AG, AS COLLATERAL AGENT

Internal Address: _____

Street Address: 11 Madison Avenue

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10010

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

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

Execution Date(s) JANUARY 3, 2012

- | | |
|---|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input checked="" type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Joint Research Agreement | |
| <input type="checkbox"/> Government Interest Assignment | |
| <input type="checkbox"/> Executive Order 9424, Confirmatory License | |
| <input type="checkbox"/> Other _____ | |

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: 4**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:

7

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: 027638 FRAME: 0893**

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of January 3, 2012 (this "*Agreement*"), between DELUXE 3D LLC, a Delaware limited liability company (the "*Grantor*"), and CREDIT SUISSE AG, as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Third Amended and Restated Credit Agreement dated as of January 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "*Term Loan Credit Agreement*"), among Deluxe Entertainment Services Group Inc., a Delaware corporation (the "*Borrower*"), DX Holdings LLC, a Delaware limited liability company ("*Holdings*"), the Lenders from time to time party thereto and Credit Suisse AG, as administrative agent and collateral agent, and (b) the Term Loan Guarantee and Collateral Agreement dated as of January 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "*Term Loan Guarantee and Collateral Agreement*"), among Holdings, the Borrower, the other Loan Parties from time to time party thereto and Credit Suisse AG, as collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Term Loan Credit Agreement. The obligations of the Lenders 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 Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Term Loan Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such 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 Term Loan Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Term Loan 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 Term Loan 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 Term Loan 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 Term Loan 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 Term Loan Guarantee and Collateral Agreement, the terms of the Term Loan Guarantee and Collateral Agreement shall govern.

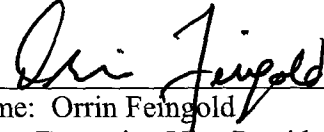
SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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 3D LLC,

by

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

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

[Signature Page to Patent and Trademark Security Agreement – Deluxe 3D LLC]

[[3322090]]

PATENT
REEL: 027638 FRAME: 0896

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

by



Name: Ari Bruger
Title: Vice President

Rahul Parmar
Associate

SCHEDULE I

Patents Owned by Deluxe 3D LLC

<u>Patent</u>	<u>Issue/App. No.</u>
Alternate ViewPoint Rendering	13/089,537
Auto-Stereoscopic Interpolation	12/634,379
Method and Apparatus for Improved Scanning of Film	08/066,996
Pulling Keys From Color Segmented Images	12/634,368

SCHEDULE II

Trademarks Owned by Deluxe 3D LLC

U.S. Trademark Registrations

None

U.S. Trademark Applications

None

Non-U.S. Trademark Registration

None

Non-U.S. Trademark Applications

None