502314310 04/17/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Lien and Security Interest

CONVEYING PARTY DATA

Name	Execution Date
Cenveo Corporation	04/16/2013
Nashua Corporation	04/16/2013

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	150 E. 42nd Street, 40th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	12352852
Application Number:	12896462
Application Number:	13304144
Application Number:	29376145
Application Number:	08786413

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-837-6365

Email: patents@hugheshubbard.com
Correspondent Name: Hughes Hubbard & Reed LLP
Address Line 1: One Battery Park Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 030341-72

PATENT

REEL: 030237 FRAME: 0637

\$200,00 12352852

NAME OF SUBMITTER:	Angel Matos
Signature:	/Angel Matos/
Date:	04/17/2013
Total Attachments: 7 source=Executed US 2nd Lien IP Security //	Agmt (2)#page2.tif Agmt (2)#page3.tif Agmt (2)#page4.tif Agmt (2)#page5.tif Agmt (2)#page5.tif Agmt (2)#page6.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 16, 2013 (this "Agreement"), among **CENVEO CORPORATION**, a Delaware corporation (the "Issuer"), the other Persons (such capitalized term and all other capitalized terms not otherwise defined herein to have the meanings provided for in the Security Agreement referred to below) identified in the signature pages hereof (the Issuer and such other Persons are each referred to herein, individually, as a "Grantor," and, collectively, as the "Grantors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Second Lien Pledge and Security Agreement dated as of February 5, 2010 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Issuer, Cenveo, Inc., a Colorado corporation ("Holdings"), the other Grantors, the other Domestic Subsidiaries of Holdings named therein and from time to time party thereto and the Collateral Agent, and in order to obtain the benefits referred to therein, each Grantor has granted to the Collateral Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Collateral Agent agree as follows:

- 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):
 - (a) the United States, international, and foreign patents, patent applications and patent licenses set forth in <u>Schedule A</u> hereto opposite the name of such Grantor, as <u>Schedule A</u> may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Collateral Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
 - (b) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in <u>Schedule B</u> hereto opposite the name of such Grantor, as <u>Schedule B</u> may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Collateral Agent from time to time (the "<u>Trademarks</u>");
 - (c) the United States and foreign copyright registrations and applications and copyright licenses set forth in <u>Schedule C</u> hereto opposite the name of such Grantor, as <u>Schedule C</u> may be supplemented from time to time by supplements to the Security

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Agreement and this Agreement which may be executed and delivered by such Grantor to the Collateral Agent from time to time (the "Copyrights");

- (d) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks or Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
 - (e) any and all Proceeds of the foregoing.
- 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.
- **3. Recordation**. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
- **4. Execution in Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of certain rights and remedies by the Collateral Agent hereunder are subordinated and subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures follow.]

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

CENVEO CORPORATION

("Borrower")

By:

Title:

Chief Financial Officer

Address for notices to any Grantor: c/o CENVEO CORPORATION

One Canterbury Green 201 Broad Street

Stamford, CT 06901 Attention: Treasurer

Telephone: (203) 595-3025 Facsimile: (203) 595-3076

LIGHTNING LABELS, LLC,

a Delaware limited liability company

By:

Title:

Chief Financial Officer

NASHUA CORPORATION,

a Massachusetts corporation

By:

Name:

Scott J. Goodwin

Title:

Chief Financial Officer

GARAMOND/PRIDEMARK PRESS, INC.,

a Maryland corporation

By:

Title:

Chief Financial Officer

Signature Page Second Lien Intellectual Property Security Agreement

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

CENVEO CORPORATION "Borrower")		RPORATION	Address for notices to any Grantor: c/o CENVEO CORPORATION One Canterbury Green 201 Broad Street Stamford, CT 06901		
Ву:	Name: Title:	Scott J. Goodwin Chief Financial Officer	Attention: Treasurer Telephone: (203) 595-3025 Facsimile: (203) 595-3076		
		RPORATION, is corporation			
Ву:	Name: Title:				
		LABELS, LLC, nited liability company			
Ву:	Name: Title:	Scott J. Goodwin Chief Financial Officer			
	RAMONI ryland co	D/PRIDEMARK PRESS, INC., rporation			
Ву:	Name: Title:	Scott J. Goodwin Chief Financial Officer			
	LLS FAR ollateral A	GO BANK, NATIONAL ASSO	CIATION		
Ву:	Name: Title:	Raymond Delli Colli	lli'		

Vice President

Signature Page Second Lien Intellectual Property Security Agreement

Schedule A

PATENTS AND PATENT APPLICATIONS

		Serial No.	Patent No.
Assignee	Patent Title	Filing Date	Issue Date
Cenveo Corporation	Alternative substrate envelope seal-	12352852	Published as
	ing and closure system	01/13/2009	20100176186
			07/15/2010
Cenveo Corporation	Clear clasp reusable envelope	12896462	Published as
•	•	10/01/2010	20120080509
Cenveo Corporation	Paper roll with pre-cut windows	13304144	Published as
•		11/23/2011	20120238427
Cenveo Corporation	Clear clasp reusable envelope	29376145	D668716
•	•	10/01/2010	10/09/2012
Nashua Corporation	Article and method for dispensing	08786413	5669044
•	toner and the like	01/21/1997	09/16/1997

Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
Cenveo Corporation	QUALITY PARK	85736246 09/24/2012	
Cenveo Corporation	PRINT WOVE	85809063 12/21/2012	
Cenveo Corporation	CLEARCLASP	85113719 08/23/2010	4025050 09/13/2011
Lightning Labels, LLC	PRINT360	85295113 04/14/2011	4162220 06/19/2012

Schedule C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

Claimant	Title	Registration No.	Registration Date
Cenveo Corporation	Cadmus Communications Corporation: annual report: fiscal year ended June 30, 1987	CSN0075987	
Lightning Labels, LLC	Custom Labels and Stickers—Label Printing Products—Lightning La- bels	TXu001700905	03/04/2008
Garamond/Pridemark Press, Inc.	Touch of ginger/ by Ginger Silvers	TX0000587166	11/24/1980
Garamond/Pridemark Press, Inc.	World of Grandma Moses/ Jane Kallir	TX0001625781	03/18/1985
Garamond/Pridemark Press, Inc.	World of Grandma Moses/ Jane Kallir	TX0001625782	03/18/1985

PATENT REEL: 030237 FRAME: 0645

RECORDED: 04/17/2013