

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
The Standard Register Company	08/08/2013
RECEIVING PARTY DATA	
Name:	Silver Point Finance, LLC, as Administrative Agent
Street Address:	2 Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
PROPERTY NUMBERS Total: 114	
Property Type	Number
Patent Number:	6092842
Patent Number:	6547914
Patent Number:	6733867
Patent Number:	6410082
Patent Number:	6000728
Patent Number:	6409075
Patent Number:	6290261
Patent Number:	6086108
Patent Number:	6376135
Patent Number:	7166249
Patent Number:	6416911
Patent Number:	6830795
Patent Number:	8062737
Patent Number:	6358596
Patent Number:	7806158

Patent Number:	6569280
Patent Number:	5837337
Patent Number:	6573216
Patent Number:	6143120
Patent Number:	8327566
Patent Number:	5912205
Patent Number:	6076080
Patent Number:	6409871
Patent Number:	6053535
Patent Number:	5418205
Patent Number:	6073377
Patent Number:	6123253
Patent Number:	6322106
Patent Number:	6158651
Patent Number:	6161869
Patent Number:	6544634
Patent Number:	6095425
Patent Number:	6152357
Patent Number:	6103355
Patent Number:	D416246
Patent Number:	5846624
Patent Number:	6129389
Patent Number:	6591289
Patent Number:	7927688
Patent Number:	7369048
Patent Number:	6644538
Patent Number:	6017408
Patent Number:	6394500
Patent Number:	6836215
Patent Number:	6641048
Patent Number:	6783991
Patent Number:	7937326
Patent Number:	8388024
Patent Number:	6682099
Patent Number:	6713142

	8371615
Patent Number:	5653472
Patent Number:	6607813
Patent Number:	6362897
Patent Number:	6677022
Patent Number:	RE37521
Patent Number:	5873607
Patent Number:	5916667
Patent Number:	5953702
Patent Number:	5853197
Patent Number:	7530488
Patent Number:	7246823
Patent Number:	7758080
Patent Number:	7949539
Patent Number:	7534477
Patent Number:	7765728
Patent Number:	7475912
Patent Number:	7303212
Patent Number:	6761791
Patent Number:	7073704
Patent Number:	7200960
Patent Number:	7029525
Patent Number:	6050607
Patent Number:	6167147
Patent Number:	6276725
Patent Number:	5756175
Patent Number:	6394358
Patent Number:	5427851
Patent Number:	6620227
Patent Number:	6254007
Patent Number:	6378588
Patent Number:	6139066
Patent Number:	6886025
Patent Number:	5509694
Patent Number:	5971632

	5413383
Patent Number:	6209923
Patent Number:	6626755
Patent Number:	5598970
Patent Number:	6802538
Patent Number:	6886863
Patent Number:	6686014
Patent Number:	6601756
Patent Number:	6497933
Patent Number:	6511569
Patent Number:	6206429
Patent Number:	5752722
Patent Number:	6318759
Patent Number:	5924738
Patent Number:	6692819
Patent Number:	RE38111
Patent Number:	6457649
Application Number:	13606183
Application Number:	61720129
Application Number:	13406801
Application Number:	13356124
Application Number:	12917865
Application Number:	12797090
Application Number:	13275637
Application Number:	12946378
Application Number:	11754630
Application Number:	13759299
Application Number:	13836766
Application Number:	13906545

CORRESPONDENCE DATA

Fax Number: 2128594000

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

Phone: 212-859-8000

Email: teas@ffhsj.com,mary.phipps@friedfrank.com

Correspondent Name: Mary E. Phipps

PATENT
REEL: 031156 FRAME: 0895

Address Line 1: One New York Plaza
Address Line 2: Fried Frank LLP
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 34070-2 LEBOWITZ

NAME OF SUBMITTER: Mary E. Phipps

Signature: /MEP/

Date: 09/04/2013

Total Attachments: 12

source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page1.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page2.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page3.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page4.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page5.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page6.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page7.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page8.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page9.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page10.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page11.tif
source=WF-SR 2013 First Lien Patent Security Agreement (FULLY COMPILED)#page12.tif

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, are subject to (a) the provisions of the Intercreditor Agreement, dated as of August 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “ABL/Term Loan Intercreditor Agreement”), among Bank of America, N.A., as ABL Agent, Silver Point Finance, LLC, as First Lien Administrative Agent and Second Lien Administrative Agent and the Grantors (as defined in the ABL/Term Loan Intercreditor Agreement) from time to time party thereto, and (b) the provisions of the Intercreditor Agreement, dated as of August 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Lender Intercreditor Agreement” and, together with the ABL/Term Intercreditor Agreement, the “Intercreditor Agreements”), among Silver Point Finance, LLC, as First Lien Administrative Agent and Second Lien Administrative Agent and the Grantors (as defined in the Term Lender Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Agreement, the terms of the Intercreditors Agreement shall govern and control.

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of August 8, 2013 (this “Agreement”), is made by THE STANDARD REGISTER COMPANY, an Ohio corporation (the “Grantor”), the other parties identified as “Grantors” on the signature pages hereto and such other parties that may become Grantors hereunder after the date hereof (collectively, the “Grantors”), in favor of SILVER POINT FINANCE, LLC, as the administrative agent (together with its successor(s) thereto in such capacity, the “Administrative Agent”) for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantors, the various financial institutions and other Persons from time to time parties thereto as lenders, and the Administrative Agent have entered into that certain First Lien Credit Agreement, dated as of August 1, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “First Lien Credit Agreement”);

WHEREAS, in connection with the First Lien Credit Agreement, the Grantors have executed and delivered a First Lien Security and Pledge Agreement, dated as of August 1, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the First Lien Credit Agreement and pursuant to clause (g) of Section 4 of the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the First Lien Credit Agreement.

SECTION 1.1. "Patent Collateral" means (i) all United States and foreign patents and applications now or hereafter made for letters patent under the laws of the United States, any other country or any political subdivision thereof, including, but not limited to, any of the foregoing referred to on Schedule I, and all rights corresponding thereto throughout the world, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations of any of the foregoing; (iii) the right to sue for past, present and future infringements of any of the foregoing, and (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all Patent Collateral, whether now or hereafter existing or acquired by the Grantors, including without limitation the patents set forth in Schedule I attached hereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the First Lien Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents (in form and substance reasonably satisfactory to the Administrative Agent) as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the First Lien Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

THE STANDARD REGISTER COMPANY

By: 

Name: Joseph P. Morgan, Jr.

Title: President and Chief Executive Officer

Patent Security Agreement (First Lien)

PATENT
REEL: 031156 FRAME: 0900

SILVER POINT FINANCE, LLC,
as First Lien Administrative Agent

By: _____

Name:

Michael A. Gatto

Title:

Authorized Signatory

Patent Security Agreement (First Lien)

PATENT
REEL: 031156 FRAME: 0901

SCHEDULE I
to Patent Security Agreement

PATENTS AND PATENT APPLICATIONS

The Standard Register Company:

Grantor	Country	Application Number	Filing Date	Patent Number	Issue Date
The Standard Register Company	Brazil	PI0518797-4	02-Aug-05		
The Standard Register Company	Canada	2588897	02-Aug-05	2588897	20-Nov-12
The Standard Register Company	Canada	2334314	09-Jun-99	2334314	09-Jan-07
The Standard Register Company	Canada	2145244	22-Mar-95	2145244	04-Aug-98
The Standard Register Company	Canada	2112641	30-Dec-93	2112641	06-Oct-98
The Standard Register Company	European Patent Convention	06847448.5	28-Jan-08		
The Standard Register Company	European Patent Convention	98926476.7	09-Jun-98	0988151	19-Sep-01
The Standard Register Company	European Patent Convention	05778217.9	02-Aug-05	1824673	07-Dec-11
The Standard Register Company	France	05778217.9	02-Aug-05	1824673	07-Dec-11
The Standard Register Company	Germany	05778217.9	02-Aug-05	1824673	07-Dec-11
The Standard Register Company	Mexico	94-6198	15-Aug-94	187923	30-Jan-98
The Standard Register Company	Mexico	MX/a/2011/0120 84	11-Nov-11		
The Standard Register Company	Mexico	01489	28-Feb-94	185049	18-Jun-97
The Standard Register Company	Mexico	MX/a/2007/0065 02	02-Aug-05	278806	07-Sep-10
The Standard Register Company	Netherlands	05778217.9	02-Aug-05	1824673	07-Dec-11
The Standard Register Company	Patent Cooperation Treaty	US2011/052855	23-Sep-11		
The Standard Register Company	Poland	05778217.9	02-Aug-05	1824673	07-Dec-11
The Standard Register Company	United Kingdom	05778217.9	02-Aug-05	1824673	07-Dec-11

Grantor	Country	Application Number	Filing Date	Patent Number	Issue Date
The Standard Register Company	United States of America	09/248537	11-Feb-99	6092842	25-Jul-00
The Standard Register Company	United States of America	13/606183	07-Sep-12		
The Standard Register Company	United States of America	09/373931	13-Aug-99	6547914	15-Apr-03
The Standard Register Company	United States of America	10/058917	28-Jan-02	6733867	11-May-04
The Standard Register Company	United States of America	09/482672	13-Jan-00	6410082	25-Jun-02
The Standard Register Company	United States of America	08/185362	24-Jan-94	6000728	14-Dec-99
The Standard Register Company	United States of America	09/678888	04-Oct-00	6409075	25-Jun-02
The Standard Register Company	United States of America	09/354504	15-Jul-99	6290261	18-Sep-01
The Standard Register Company	United States of America	09/228605	12-Jan-99	6086108	11-Jul-00
The Standard Register Company	United States of America	09/309454	11-May-99	6376135	23-Apr-02
The Standard Register Company	United States of America	10/389831	17-Mar-03	7166249	23-Jan-07
The Standard Register Company	United States of America	10/010489	13-Nov-01	6416911	09-Jul-02
The Standard Register Company	United States of America	09/649109	28-Aug-00	6830795	14-Dec-04
The Standard Register Company	United States of America	12/056682	27-Mar-08	8062737	22-Nov-11
The Standard Register Company	United States of America	09/300118	27-Apr-99	6358596	19-Mar-02
The Standard Register Company	United States of America	12/056694	27-Mar-08	7806158	05-Oct-10
The Standard Register Company	United States of America	09/187702	06-Nov-98	6569280	27-May-03
The Standard Register Company	United States of America	08/660818	10-Jun-96	5837337	17-Nov-98
The Standard Register Company	United States of America	09/726827	30-Nov-00	6573216	03-Jun-03
The Standard Register Company	United States of America	09/104589	25-Jun-98	6143120	07-Nov-00
The Standard Register Company	United States of America	12/826092	29-Jun-10	8327566	11-Dec-12
The Standard Register Company	United States of America	08/790198	30-Jan-97	5912205	15-Jun-99

Grantor	Country	Application Number	Filing Date	Patent Number	Issue Date
The Standard Register Company	United States of America	61/720129	30-Oct-12		
The Standard Register Company	United States of America	08/992495	04-Nov-97	6076080	13-Jun-00
The Standard Register Company	United States of America	09/514681	28-Feb-00	6409871	25-Jun-02
The Standard Register Company	United States of America	09/003652	07-Jan-98	6053535	25-Apr-00
The Standard Register Company	United States of America	045870	15-Apr-93	5418205	23-May-95
The Standard Register Company	United States of America	08/821910	21-Mar-97	6073377	13-Jun-00
The Standard Register Company	United States of America	09/093218	08-Jun-98	6123253	26-Sep-00
The Standard Register Company	United States of America	09/686292	11-Oct-00	6322106	27-Nov-01
The Standard Register Company	United States of America	09/496772	03-Feb-00	6158651	12-Dec-00
The Standard Register Company	United States of America	09/504227	15-Feb-00	6161869	19-Dec-00
The Standard Register Company	United States of America	09/521127	07-Mar-00	6544634	08-Apr-03
The Standard Register Company	United States of America	09/179069	26-Oct-98	6095425	01-Aug-00
The Standard Register Company	United States of America	09/224639	06-Jan-99	6152357	28-Nov-00
The Standard Register Company	United States of America	13/406801	28-Feb-12		
The Standard Register Company	United States of America	09/104573	25-Jun-98	6103355	15-Aug-00
The Standard Register Company	United States of America	29/092438	19-Aug-98	D416246	09-Nov-99
The Standard Register Company	United States of America	08/761706	06-Dec-96	5846624	08-Dec-98
The Standard Register Company	United States of America	08/152741	15-Nov-93	6129389	10-Oct-00
The Standard Register Company	United States of America	09/361506	27-Jul-99	6591289	08-Jul-03
The Standard Register Company	United States of America	11/001548	01-Dec-04	7927688	19-Apr-11
The Standard Register Company	United States of America	13/356124	23-Jan-12		
The Standard Register Company	United States of America	12/917865	02-Nov-10		

Grantor	Country	Application Number	Filing Date	Patent Number	Issue Date
The Standard Register Company	United States of America	11/167574	27-Jun-05	7369048	06-May-08
The Standard Register Company	United States of America	09/678921	04-Oct-00	6644538	11-Nov-03
The Standard Register Company	United States of America	08/329536	26-Oct-94	6017408	25-Jan-00
The Standard Register Company	United States of America	09/804879	13-Mar-01	6394500	28-May-02
The Standard Register Company	United States of America	10/054035	22-Jan-02	6836215	28-Dec-04
The Standard Register Company	United States of America	10/192892	11-Jul-02	6641048	04-Nov-03
The Standard Register Company	United States of America	10/068516	06-Feb-02	6783991	31-Aug-04
The Standard Register Company	United States of America	10/079679	20-Feb-02	7937326	03-May-11
The Standard Register Company	United States of America	12/360317	27-Jan-09	8388024	05-Mar-13
The Standard Register Company	United States of America	09/841675	24-Apr-01	6682099	27-Jan-04
The Standard Register Company	United States of America	09/997111	29-Nov-01	6713142	30-Mar-04
The Standard Register Company	United States of America	12/761648	16-Apr-10	8371615	12-Feb-13
The Standard Register Company	United States of America	08/506802	25-Jul-95	5653472	05-Aug-97
The Standard Register Company	United States of America	09/935933	23-Aug-01	6607813	19-Aug-03
The Standard Register Company	United States of America	08/402031	10-Mar-95	6362897	26-Mar-02
The Standard Register Company	United States of America	09/862644	22-May-01	6677022	13-Jan-04
The Standard Register Company	United States of America	08/744432	08-Nov-96	RE37521	22-Jan-02
The Standard Register Company	United States of America	12/797090	09-Jun-10		
The Standard Register Company	United States of America	08/653429	24-May-96	5873607	23-Feb-99
The Standard Register Company	United States of America	08/726628	07-Oct-96	5916667	29-Jun-99
The Standard Register Company	United States of America	08/622000	25-Mar-96	5953702	14-Sep-99
The Standard Register Company	United States of America	08/611378	05-Mar-96	5853197	29-Dec-98

Grantor	Country	Application Number	Filing Date	Patent Number	Issue Date
The Standard Register Company	United States of America	11/041473	24-Jan-05	7530488	12-May-09
The Standard Register Company	United States of America	11/010586	13-Dec-04	7246823	24-Jul-07
The Standard Register Company	United States of America	10/822386	12-Apr-04	7758080	20-Jul-10
The Standard Register Company	United States of America	10/224840	21-Aug-02	7949539	24-May-11
The Standard Register Company	United States of America	10/685095	10-Oct-03	7534477	19-May-09
The Standard Register Company	United States of America	11/529653	28-Sep-06	7765728	03-Aug-10
The Standard Register Company	United States of America	10/693469	24-Oct-03	7475912	13-Jan-09
The Standard Register Company	United States of America	10/849601	20-May-04	7303212	04-Dec-07
The Standard Register Company	United States of America	10/267020	08-Oct-02	6761791	13-Jul-04
The Standard Register Company	United States of America	10/458952	11-Jun-03	7073704	11-Jul-06
The Standard Register Company	United States of America	10/164211	06-Jun-02	7200960	10-Apr-07
The Standard Register Company	United States of America	10/690172	21-Oct-03	7029525	18-Apr-06
The Standard Register Company	United States of America	09/277813	26-Mar-99	6050607	18-Apr-00
The Standard Register Company	United States of America	09/179145	26-Oct-98	6167147	26-Dec-00
The Standard Register Company	United States of America	09/289354	09-Apr-99	6276725	21-Aug-01
The Standard Register Company	United States of America	08/749378	06-Nov-96	5756175	26-May-98
The Standard Register Company	United States of America	09/524441	14-Mar-00	6394358	28-May-02
The Standard Register Company	United States of America	197639	16-Feb-94	5427851	27-Jun-95
The Standard Register Company	United States of America	09/734351	11-Dec-00	6620227	16-Sep-03
The Standard Register Company	United States of America	09/496704	02-Feb-00	6254007	03-Jul-01
The Standard Register Company	United States of America	09/322631	28-May-99	6378588	30-Apr-02
The Standard Register Company	United States of America	13/275637	18-Oct-11		

Grantor	Country	Application Number	Filing Date	Patent Number	Issue Date
The Standard Register Company	United States of America	09/276980	26-Mar-99	6139066	31-Oct-00
The Standard Register Company	United States of America	10/443411	22-May-03	6886025	26-Apr-05
The Standard Register Company	United States of America	08/306939	16-Sep-94	5509694	23-Apr-96
The Standard Register Company	United States of America	08/808948	19-Feb-97	5971632	26-Oct-99
The Standard Register Company	United States of America	118149	08-Sep-93	5413383	09-May-95
The Standard Register Company	United States of America	09/291537	14-Apr-99	6209923	03-Apr-01
The Standard Register Company	United States of America	09/629294	31-Jul-00	6626755	30-Sep-03
The Standard Register Company	United States of America	08/652173	23-May-96	5598970	04-Feb-97
The Standard Register Company	United States of America	10/712598	13-Nov-03	6802538	12-Oct-04
The Standard Register Company	United States of America	10/324525	19-Dec-02	6886863	03-May-05
The Standard Register Company	United States of America	09/847748	02-May-01	6686014	03-Feb-04
The Standard Register Company	United States of America	09/792506	23-Feb-01	6601756	05-Aug-03
The Standard Register Company	United States of America	12/946378	15-Nov-10		
The Standard Register Company	United States of America	11/754630	29-May-07		
The Standard Register Company	United States of America	09/558760	21-Apr-00	6497933	24-Dec-02
The Standard Register Company	United States of America	10/027091	20-Dec-01	6511569	28-Jan-03
The Standard Register Company	United States of America	09/487078	19-Jan-00	6206429	27-Mar-01
The Standard Register Company	United States of America	08/584973	11-Jan-96	5752722	19-May-98
The Standard Register Company	United States of America	09/731082	06-Dec-00	6318759	20-Nov-01
The Standard Register Company	United States of America	08/769862	19-Dec-96	5924738	20-Jul-99
The Standard Register Company	United States of America	09/477685	06-Jan-00	6692819	17-Feb-04
The Standard Register Company	United States of America	09/568379	10-May-00	RE38111	06-May-03

Grantor	Country	Application Number	Filing Date	Patent Number	Issue Date
The Standard Register Company	United States of America	09/505224	16-Feb-00	6457649	01-Oct-02
The Standard Register Company	United States of America	13/759299	05-Feb-13		
The Standard Register Company	United States of America	13/836766	15-Mar-13		
The Standard Register Company	United States of America	13/906545	31-May-13		

WorkflowOne LLC:

None.