

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2869470

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QUAD/TECH, INC.	04/28/2014
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. DEARBORN STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603-2003
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	13893946
Application Number:	13860454
Patent Number:	8586956
Patent Number:	8437041
Patent Number:	8194283
Patent Number:	8183550
CORRESPONDENCE DATA	
Fax Number:	(202)672-5399
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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Correspondent Name:	CHRISTOPHER M. KING
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ATTORNEY DOCKET NUMBER:	067920-0453
NAME OF SUBMITTER:	CHRISTOPHER M. KING
SIGNATURE:	/Christopher M. King/
DATE SIGNED:	05/23/2014
Total Attachments: 4	

PATENT

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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 April 28, 2014 by and from QUAD/TECH, INC., a corporation organized under the laws of the State of Wisconsin (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 the Second Amended and Restated Credit Agreement dated as of April 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has entered into the Second Amended and Restated Pledge and Security Agreement dated as of April 28, 2014 (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 (both 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 effective as of the date first written above.

QUAD/TECH, INC.

By: 

Name: Kelly A. Vanderboom

Title: Treasurer

Signature Page to Confirmatory Grant of Security Interest in Patents

PATENT
REEL: 033012 FRAME: 0754

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

PATENT NO./ PUBLICATION NO./ SERIAL NO.	DATE ISSUED/ DATE FILED	TITLE	PATENT ASSIGNEE	STATUS
20130321887 13893946	12/5/2013 5/14/2013	IMAGE PROCESSING USING MULTIPLE IMAGING DEVICES	QUAD/TECH, INC.	PUBLISHED
20130301883 13860454	11/14/2013 4/10/2013	REMOTE APPROVAL OF PRINT	QUAD/TECH, INC.	PUBLISHED
8586956 13475746	11/19/2013 5/18/2012	IMAGING AN IMPRINTED SUBSTRATE ON A PRINTING PRESS USING AN IMAGE SENSOR	QUAD/TECH, INC.	PATENT
8437041 13475776	5/7/2013 5/18/2012	PRINT IMAGING SYSTEM	QUAD/TECH, INC.	PATENT
8194283 13109907	6/5/2012 5/17/2011	PRINT IMAGING SYSTEM	QUAD/TECH, INC.	PATENT
8183550 13172522	5/22/2012 6/29/2011	IMAGING AND IMPRINTED SUBSTRATE ON A PRINTING PRESS	QUAD/TECH, INC.	PATENT