TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Engineering Repro Systems, Inc.		12/06/2007	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2439038	HOWITZER

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

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:	32529	
NAME OF SUBMITTER:	Penelope J.A. Agodoa	
Signature:	/pja/	
Date:	12/31/2007	

Total Attachments: 7
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⁷ отв РТО-1594 (Rev. 07/05) DMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
RECORDATION FOI	
TRADEMAI	
To the Director of the U.S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Engineering Repro Systems, Inc.	Additional names, addresses, or citizenship attached? 📈 No
Lighteening Nopre Oystorie, mo.	Name: JPMorgan Chase Bank, N.A.
Individual(s) Association	Internal Address:
General Partnership Limited Partnership	Street Address: 270 Park Avenue
Corporation-State: Minnesota	City:New York
Other:	State: New York
Citizenship (see guidelines)	Country: USA Zip:10017
Additional names of conveying parties attached? Yes V No	Association Citizenship: USA
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship
Execution Date(s) December 6, 2007	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship
Security Agreement Change of Name	Other: Citizenship: If assignee is not domiciled in the United States, a domestic
Other:	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) an	
A. Trademark Application No.(s):	B. Trademark Registration No.(s): 5,200,497; 2,439,038 See Schedule 1 to Conveyance.
	manual personnel
C. Identification or Description of Trademark(s) (and Filing	
GMB Engineering; Howitzer	,,
	· ·
5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name:	Togist attored in the second s
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
	Authorized to be charged by credit card
Street Address:	Authorized to be charged to deposit account Enclosed
City:	8. Payment Information:
State: Zip:	a. Credit Card Last 4 Numbers Expiration Date
Phone Number:	b. Deposit Account Number
Fax Number:	Authorized User Name
Email Address:	
9. Signature: Hankalda Signature	12/17/2007 Date
Haniya H. Mir	Total number of pages including cover
Name of Person Signing	sheet, attachments, and document:

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, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, ENGINEERING REPRO SYSTEMS, INC., a Minnesota corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, American Reprographics Company, L.L.C. (the "Borrower"), American Reprographics Company ("Holdings"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, are parties to a Credit Agreement dated as of December 6, 2007 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of December 6, 2007 (as amended and/or supplemented from time to time, the "Security Agreement") among the Borrower, the other Grantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (as defined in the Security Agreement, including this Trademark Security Agreement), the Grantor has secured its guarantee of certain obligations of the Borrower (the "Grantor's Secured Guarantee") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Guarantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

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- (ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 6 day of December, 2007.

The foregoing security interest is granted in conjunction with the security interests granted by the Granter to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

	, the Grantor has caused this Trademark ecuted by its officer thereunto duly authorized
	Engineering Repro Systems, Inc.
	Ву:
	Name: Kumarakulasingam Suriyakumar Title: Chief Executive Officer
Acknowledged:	
JPMORGAN CHASE BANK, N.A as Collateral Agent	4 .,
Ву:	
Name: Title:	

Trademark Security Agreement

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

	IN WITNESS WHEREOF, the day of,	uted b		
		Eng	ineering	Repro Systems, Inc.
		Ву:		
		-	Name: Title:	Kumarakulasingam Suriyakumar Chief Executive Officer
Ack	nowledged:			
JPM	ORGAN CHASE BANK, N.A. as Collateral Agent	,		
Ву:	Name: Anthony W. White Title: Vice President	grapphilipes er ei det 11 temp	additional life and access of	

Trademark Security Agreement

STATE OF California)
)
COUNTY OF Contra Costa)
personally appeared personally known to m	before me, Stacy Taylor, Notary Public, KUMARAKULASINGAM SURIYAKUMAR, e or proved to me on the basis of satisfactory

instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the

WINTERS my hand and official seal.

person(s) acted, executed the instrument.



Trademark Security Agreement

ENGINEERING REPRO SYSTEMS, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
GMB ENGINEERING	5,200,497	09/12/01
HOWITZER	2,439,038	03/27/01

U.S. TRADEMARK APPLICATIONS

TRADEMARK	REG. NO.	REG. DATE
None.		

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RECORDED: 01/02/2008