

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cenveo Corporation		06/21/2006	CORPORATION: DELAWARE
Cenveo, Inc.		06/21/2006	CORPORATION: COLORADO
Cenveo Commercial Ohio, LLC		06/21/2006	LIMITED LIABILITY COMPANY: COLORADO
Cenveo Government Printing, Inc.		06/21/2006	CORPORATION: COLORADO
Cenveo Services, LLC		06/21/2006	LIMITED LIABILITY COMPANY: COLORADO
Cenveo Resale Ohio, LLC		06/21/2006	LIMITED LIABILITY COMPANY: COLORADO
Discount Labels, Inc.		06/21/2006	CORPORATION: INDIANA
MMTP Holdings, Inc.		06/21/2006	CORPORATION: COLORADO
Cenveo Omemee LLC		06/21/2006	LIMITED LIABILITY COMPANY: DELAWARE
Colorhouse China, Inc.		06/21/2006	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	335 Madison Avenue
Internal Address:	Mail Code: NY1-503-04-03
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank - National Association:

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	76393205	ARCTIC FOX
Registration Number:	2731590	MAIL-WELL 1-2-1
Registration Number:	555939	MAIL-WELL

CH \$640.00 76393205

Registration Number:	808519	
Registration Number:	856538	PARKRAFT
Registration Number:	857055	C-PACK
Registration Number:	857511	BULKAMAIL
Registration Number:	858601	CENTURY WHITE WOVE
Registration Number:	1201056	SURVIVOR
Registration Number:	1406732	GIFT-A-LOPES
Registration Number:	1469035	INTERNATIONAL ENVELOPE COMPANY
Registration Number:	1825107	FLAP-STIK
Registration Number:	1936690	SHIP-LITE
Registration Number:	1959813	RELEASESTRIP
Registration Number:	2215760	WISCO
Registration Number:	2749645	SOUTHWEST ENVELOPE
Registration Number:	1388679	BARRICADE BANNER
Registration Number:	1769472	FAST FOIL
Registration Number:	2100268	LABEL-NET
Registration Number:	2315466	DISCOUNT LABELS
Registration Number:	2317813	DISCOUNT LABELS
Registration Number:	2317814	DISCOUNT LABELS
Registration Number:	2320912	LABEL LYNX
Registration Number:	2521358	CLICKPRINT
Registration Number:	2628604	PRINTCOMMERCE

CORRESPONDENCE DATA

Fax Number: (704)373-8839
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-373-8065
Email: rlucas@mcguirewoods.com
Correspondent Name: Gina M. Lucas
Address Line 1: 100 N. Tryon St., Suite 2900
Address Line 2: c/o McGuireWoods LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	06/29/2006

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 21, 2006 (this "Agreement"), among **CENVEO CORPORATION**, a Delaware corporation (the "Borrower"), 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 Borrower and such other Persons are each referred to herein, individually, as a "Grantor" and, collectively, as the "Grantors"), and **BANK OF AMERICA, N.A.**, as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Pledge and Security Agreement dated as of June 21, 2006 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent, and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative 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 Administrative Agent agree as follows:

1. Grant of Security. Each Grantor hereby grants to the Administrative 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 Schedule A hereto opposite the name of such Grantor, as Schedule A 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 Administrative 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 Schedule B hereto opposite the name of such Grantor, as Schedule B 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 Administrative Agent from time to time (the "Trademarks");

(c) the United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto opposite the name of such Grantor, as Schedule C 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 Administrative Agent from time to time (the "Copyrights");

(e) 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

(f) 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 Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, 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 Administrative 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.


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: 
Name: SEAN S. SULLIVAN
Title: CFO

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

CENVEO, INC.


("Grantor")

By: 
Name: SEAN S. SULLIVAN
Title: CFO


CENVEO COMMERCIAL OHIO, LLC,
a Colorado limited liability company

By: 
Name: SEAN S. SULLIVAN
Title: CFO


CENVEO GOVERNMENT PRINTING, INC.,
a Colorado corporation

By: 
Name: SEAN S. SULLIVAN
Title: CFO

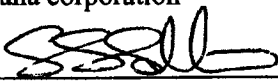
CENVEO SERVICES, LLC,
a Colorado limited liability company

By: 
Name: SEAN S. SULLIVAN
Title: CFO


CENVEO RESALE OHIO, LLC,
a Colorado limited liability company

By: 
Name: SEAN S. SULLIVAN
Title: CFO

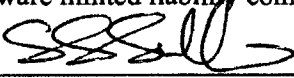
DISCOUNT LABELS, INC.,
an Indiana corporation

By: 
Name: SEAN S. SULLIVAN
Title: CFO

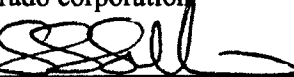
MMTP HOLDINGS, INC.,
a Colorado corporation

By: 
Name: TIMOTHY M. DAVIS
Title: SECRETARY

CENVEO OMEMEE LLC,
a Delaware limited liability company

By: 
Name: SEAN S. SULLIVAN
Title: CFO

COLORHOUSE CHINA, INC.,
a Colorado corporation

By: 
Name: SEAN S. SULLIVAN
Title: CFO

BANK OF AMERICA, N.A.,
as Administrative Agent
("Administrative Agent")

By: _____
Name:
Title:

**Address for notices to
Administrative Agent:**

Bank of America, N.A.
Agency Management
Mail Code: NY1-503-04-03
335 Madison Avenue
New York, NY 10017
Attention: Steven Gazzillo
Telephone: (212) 503-8328
Telecopier: (212) 901-7842
E-Mail: steven.gazzillo@bankofamerica.com

U.S. Patents – Not Expired

<i>Application #</i>	<i>Patent #</i>	<i>Filing Date</i>	<i>Issue Date</i>	<i>Assignee/Assignor</i>	<i>Holder of Security Interest</i>
9103205	6535294	6/23/1998	3/18/2003	Discount Labels, Inc.	
8061282	5316210	5/14/1993	5/31/1994	Mail-Well Corporation	Banque Paribas, Bank of America
8501308	5636782	7/12/1995	6/10/1997	Mail-Well Corporation	Banque Paribas, Bank of America
7185141	4939674	4/22/1988	7/3/1990	Mail-Well I Corporation	Bank of America, N.A.
9030328	6095407	2/25/1998	8/1/2000	Mail-Well I Corporation	Bank of America, N.A.
8182307	5487826	1/14/1994	1/30/1996	Mail-Well I Corporation	Bank of America, N.A., as Agent
8232894	5499757	4/25/1994	3/19/1996	Mail-Well I Corporation	Bank of America, N.A., as Agent
9035007	6032854	3/5/1998	3/7/2000	Mail-Well I Corporation	Bank of America, N.A., as Agent

Trademarks and Trademark Applications

<i>Serial No.</i>	<i>Filing Date</i>	<i>Mark</i>	<i>Status</i>	<i>Owner</i>	<i>Holder of Security Interest</i>
76/393,205	April 8, 2002	ARCTIC FOX	Allowed	Conveo Corporation	Bank of America, N.A.

U.S. Trademark Registrations

<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Mark</i>	<i>Status</i>	<i>Owner</i>	<i>Holder of Security Interest</i>
2,731,590	July 1, 2003	MAIL-WELL 1-2-1	Registered	Conveo Commercial, Inc.	Bank of America, N.A.
555,939	March 11, 1952	MAIL-WELL	Renewed	Conveo Corporation	Bank of America, N.A.
808,519	May 17, 1966	MISCELLANEOUS DESIGN	Renewed	Conveo Corporation	Bank of America, N.A.
856,538	September 10, 1968	PARKRAFT (STYLIZED)	Renewed	Conveo Corporation	Bank of America, N.A.
857,055	September 17, 1968	C-PACK (STYLIZED)	Renewed	Conveo Corporation	Bank of America, N.A.
857,511	September 24, 1968	BUKAMAIL (STYLIZED)	Renewed	Conveo Corporation	Bank of America, N.A.
858,601	October 15, 1968	CENTURY WHITE WOVE (STYLIZED)	Renewed	Conveo Corporation	Bank of America, N.A.
1,201,056	July 13, 1982	SURVIVOR	Renewed	Conveo Corporation	Bank of America, N.A.
1,406,732	August 26, 1986	GIFT.A.LOPES (STYLIZED)	Registered	Conveo Corporation	Bank of America, N.A.
1,469,035	December 15, 1987	INTRENATIONAL ENVELOPE COMPANY & DESIGN	Registered	Conveo Corporation	Bank of America, N.A.
1,825,107	March 8, 1994	FLAP-STIK	Renewed	Conveo Corporation	Bank of America, N.A.
1,936,690	November 21, 1995	SHIP-LITE	Renewed	Conveo Corporation	Bank of America, N.A.
1,959,813	March 5, 1996	RELEASESTRIP	Registered	Conveo Corporation	Bank of America, N.A.
2,215,760	January 5, 1999	WISCO	Registered	Conveo Corporation	Bank of America, N.A.
2,749,645	August 12, 2003	SOUTHWEST ENVELOPE	Registered	Conveo Corporation	Bank of America, N.A.
1,388,679	April 1, 1986	BARRICADE BANNER	Registered	Discount Labels, Inc.	Bank of America, N.A.
1,769,472	May 4, 1993	FAST FOIL	Renewed	Discount Labels, Inc.	Bank of America, N.A.
2,100,268	September 23, 1997	LABEL-NET	Registered	Discount Labels, Inc.	Bank of America, N.A.
2,315,466	February 8, 2000	DISCOUNT LABELS & DESIGN	Registered	Discount Labels, Inc.	Bank of America, N.A.
2,317,813	February 15, 2000	DISCOUNT LABELS	Registered	Discount Labels, Inc.	Bank of America, N.A.
2,317,814	February 15, 2000	DISCOUNT LABELS & DESIGN	Registered	Discount Labels, Inc.	Bank of America, N.A.
2,320,912	February 22, 2000	LABEL LYNX	Registered	Discount Labels, Inc.	Bank of America, N.A.
2,521,358	December 18, 2001	CLICKPRINT	Registered	Discount Labels, Inc.	Bank of America, N.A.
2,628,604	October 1, 2002	PRINTCOMMERCE	Registered	Discount Labels, Inc.	Bank of America, N.A.

Copyrights and Copyright Applications

<i>Filing</i>	<i>Copyright Owner</i>	<i>Holder of Security Interest</i>
American bicentennial envelope design & 3 other titles. Security interest.	Mail-Well Corporation	Banque Paribas (Houston)
Quality park products & 1 other title. By Quality Park Products, Inc. Security Interest	Mail-Well I Corporation	Banque Paribas
Quality park products 1995 & 8 other titles. Memorandum and notice of security interest in intellectual property.	Mail-Well I Corporation	Bank of America, N.A.
Copyright security agreement.	Discount Labels, Inc.	Bank of America, N.A.
Memorandum and notice of security interest in intellectual property. Doc. Refers to V3454 D554, recorded on June 22, 2000.	Discount Labels, Inc.	Bank of America, N.A.

TRADEMARK

REEL: 003340 FRAME: 0725

RECORDED: 06/29/2006