

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the original assignment, indicating two marks for which no interest was granted - 0990161 (Tripper) and 0901743 (Vigilante). previously recorded on Reel 003770 Frame 0176. Assignor(s) hereby confirms the confirming that the original assignment is still in effect..

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DG3 North America, Inc.	FORMERLY ADP Graphic Communications, Inc.; CGI North America, Inc.; Colorfast Printing, Inc.	04/04/2008	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	335 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2990585	CLIENTNET
Registration Number:	2671443	KITBUILDER
Serial Number:	77337118	DG3
Serial Number:	77337119	DG3 DIVERSIFIED GLOBAL GRAPHICS GROUP

**CORRESPONDENCE DATA**

Fax Number: (212)440-4401  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-440-4488  
 Email: cameron.grant@bipc.com  
 Correspondent Name: Cameron E Grant  
 Address Line 1: 620 8th Avenue, 23rd Floor

OP \$115.00 2990585

Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER: Cameron E Grant

Signature: /Cameron E Grant/

Date: 05/29/2008

**Total Attachments: 22**

source=Original PTO Filing#page1.tif  
source=Original PTO Filing#page2.tif  
source=Original PTO Filing#page3.tif  
source=Original PTO Filing#page4.tif  
source=Security\_Agreement#page1.tif  
source=Security\_Agreement#page2.tif  
source=Security\_Agreement#page3.tif  
source=Security\_Agreement#page4.tif  
source=Security\_Agreement#page5.tif  
source=Security\_Agreement#page6.tif  
source=Security\_Agreement#page7.tif  
source=Security\_Agreement#page8.tif  
source=Security\_Agreement#page9.tif  
source=Security\_Agreement#page10.tif  
source=Security\_Agreement#page11.tif  
source=Security\_Agreement#page12.tif  
source=Security\_Agreement#page13.tif  
source=Security\_Agreement#page14.tif  
source=Security\_Agreement#page15.tif  
source=Security\_Agreement#page16.tif  
source=Security\_Agreement#page17.tif  
source=Security\_Agreement#page18.tif

TO: JONATHAN MAKAROWITZ, ESQ. COMPANY: 620 8TH AVENUE, 23RD FLOOR

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 02, 2008

\*900105558A\*

PTAS

JONATHAN MAKAROWITZ, ESQ.  
620 8TH AVENUE, 23RD FLOOR  
NEW YORK, NY 10024UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/01/2008

REEL/FRAME: 003770/0176

NUMBER OF PAGES: 20

BRIEF: SECURITY INTEREST

## ASSIGNOR:

DG3 NORTH AMERICA, INC.  
FORMERLY ADP GRAPHIC  
COMMUNICATIONS, INC.; CGI NORTH  
AMERICA, INC.; COLORFAST  
PRINTING, INC.DOC DATE: 04/04/2008  
CITIZENSHIP: NEW JERSEY  
ENTITY: CORPORATION

## ASSIGNEE:

BANK OF AMERICA, N.A.  
335 MADISON AVENUE  
NEW YORK, NEW YORK 10017CITIZENSHIP: UNITED STATES  
ENTITY: NATIONAL BANKING  
ASSOCIATION

APPLICATION NUMBER: 77337118

FILING DATE: 11/26/2007

REGISTRATION NUMBER:

ISSUE DATE:

MARK: DG3

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TO: JONATHAN MAKAROWITZ, ESQ. COMPANY: 620 8TH AVENUE, 23RD FLOOR

003770/0176 PAGE 2

APPLICATION NUMBER: 77337119 FILING DATE: 11/26/2007  
REGISTRATION NUMBER: ISSUE DATE:

MARK: DG3 DIVERSIFIED GLOBAL GRAPHICS GROUP  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78362660 FILING DATE: 02/04/2004  
REGISTRATION NUMBER: 2990585 ISSUE DATE: 08/30/2005

MARK: CLIENTNET  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76292662 FILING DATE: 07/31/2001  
REGISTRATION NUMBER: 2671443 ISSUE DATE: 01/07/2003

MARK: KITBUILDER  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 80990161 FILING DATE:  
REGISTRATION NUMBER: 990161 ISSUE DATE: 08/06/1974

MARK: TRIPPER  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72353556 FILING DATE: 03/09/1970  
REGISTRATION NUMBER: 901743 ISSUE DATE: 11/03/1970

MARK: VIGILANTE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

TO: JONATHAN MAKAROWITZ, ESQ. COMPANY: 620 8TH AVENUE, 23RD FLOOR

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.105/01/2008  
900105558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DG3 North America, Inc.	FORMERLY ADP Graphic Communications, Inc.; CGI North America, Inc.; Colorfast Printing, Inc.	04/04/2008	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	335 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2990585	CLIENTNET	
Registration Number:	2671443	KITBUILDER	
Serial Number:	77337118	DG3	
Serial Number:	77337119	DG3 DIVERSIFIED GLOBAL GRAPHICS GROUP	
Registration Number:	0990161	TRIPPER	
Registration Number:	0901743	VIGILANTE	
CORRESPONDENCE DATA			
Fax Number:	(212)440-4401		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-440-4400		
Email:	jonathan.makarowitz@blpc.com		
Correspondent Name:	Jonathan Makarowitz, Esq.		
Address Line 1:	620 8th Avenue, 23rd Floor		

OP \$165.00 2990585

TO: JONATHAN MAKAROWITZ, ESQ. COMPANY: 620 8TH AVENUE, 23RD FLOOR

Address Line 4: New York, NEW YORK 10024	
NAME OF SUBMITTER:	Cameron Grant
Signature:	/Cameron Grant/
Date:	04/29/2008
<p>Total Attachments: 18 source=PTC Sec Agmnt#page1.tif source=PTC Sec Agmnt#page2.tif source=PTC Sec Agmnt#page3.tif source=PTC Sec Agmnt#page4.tif source=PTC Sec Agmnt#page5.tif source=PTC Sec Agmnt#page6.tif source=PTC Sec Agmnt#page7.tif source=PTC Sec Agmnt#page8.tif source=PTC Sec Agmnt#page9.tif source=PTC Sec Agmnt#page10.tif source=PTC Sec Agmnt#page11.tif source=PTC Sec Agmnt#page12.tif source=PTC Sec Agmnt#page13.tif source=PTC Sec Agmnt#page14.tif source=PTC Sec Agmnt#page15.tif source=PTC Sec Agmnt#page16.tif source=PTC Sec Agmnt#page17.tif source=PTC Sec Agmnt#page18.tif</p>	

**AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of April, 4, 2008, is entered into by and among **DG3 US INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation ("DG3IH"), **DG3 GROUP AMERICA, INC.**, a Delaware corporation ("DG3 Group"), **CUNNINGHAM GRAPHICS INTERNATIONAL, INC.**, a New Jersey corporation ("Cunningham"), **DG3 NORTH AMERICA, INC.**, a New Jersey corporation (f/k/a CGI North America, Inc.) ("DG3NA" and together with DG3IH, DG3 Group and Cunningham, collectively, the "Debtor") and **BANK OF AMERICA, N.A.**, a national banking association ("BA" or "Lender"), in light of the following:

A. The Lender, DG3NA and Cunningham were parties to that certain Loan and Security Agreement dated as of September 20, 2006, as amended (the "Original Loan Agreement"), and other instruments, documents and agreements contemplated thereby or related thereto (collectively, including the Original Loan Agreement, the "Original Loan Documents");

B. The Lender, DG3NA and Cunningham entered into a Patent and Trademark Security Agreement dated as of September 20, 2006 (the "Initial Agreement"), pursuant to which DG3NA and Cunningham granted a security interest in certain intellectual property owned by DG3NA and Cunningham, respectively;

C. Pursuant to that certain Equity Asset Purchase Agreement dated on or about the date hereof by and among DG3 Group, DG3 Holdings, LLC, Arsenal Capital Partners L.P. ("Arsenal") and the other parties thereto, direct or indirect control of DG3 Group and its subsidiaries is being transferred to Arsenal (the "Arsenal Transaction");

E. DG3NA, Cunningham and Lender have agreed, in connection with the Arsenal Transaction, to amend the Original Loan Documents, including the Initial Agreement, to reflect certain changes resulting from the Arsenal Transaction and to reflect certain other changes agreed to by the parties. For the purpose of convenience only, the parties have agreed to restate the Original Loan Agreement (as so amended and restated and as the same may from time to time be further amended, restated, and/or modified, the "Loan Agreement") and the other Original Loan Documents, including the Initial Agreement, in their entirety (as so amended and as the same may from time to time be amended, restated and/or modified, collectively, including the Loan Agreement, the "Loan Documents").

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. **Definitions and Construction.**

(a) **Definitions.** The following terms, as used in this Agreement, have the following meanings:

"Code" means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the marks, rights and interests which are capable of identifying the source or designating the origin of goods or services which are presently, or in the future may be, owned, created, or acquired by the Debtors, in whole or in part, and all rights with respect thereto throughout the world, including, without limitation:

(A) all trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, and other words, terms, names, symbols, devices, business identifiers, and any combination thereof;

(B) all rights to renew and extend such rights and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss of damage to or otherwise with respect to Collateral; and

(C) all associated goodwill of the business in which the mark is used;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, or acquired, by the Debtors, in whole or in part, and all patent rights with respect thereto throughout the world, including, without limitation, all foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Debtors' right, title, and interest in and to the registrations of and applications for marks listed on Schedule A attached hereto, as the same may be updated hereafter from time to time, together (in each case) with all associated goodwill of the business in which the mark is used;

(iv) All of Debtors' right, title, and interest in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtors' right to register marks under any state, federal, or foreign trademark law or regulation and to apply for, renew, and extend the registrations and rights thereunder, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of any Debtor or in the name of the Lender for past, present, future, and anticipated infringements and dilutions of such marks, registrations, and rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vi) All of Debtors' right, title, and interest in all patentable inventions, right to file applications for patents under federal patent law or regulation or



law or regulation of any foreign country, right to request re-examination and/or re-issue of the patents, right (without obligation) to sue or bring interference proceedings in the name of any Debtor or in the name of the Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto, in the United States and any foreign country;

(vii) All of Debtors' (i) original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registration and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivisions thereof, all whether now owned or hereafter acquired by any Debtor, including, but not limited to, those described on Schedule C and (ii) all reissues, extensions or renewals thereof and all licenses thereof;

(viii) All general intangibles relating to the foregoing; and

(ix) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, restatements, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender or the Debtors, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each Debtor, the Lender, and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Lender and the Debtors.

2. Grant of Security Interest. Debtors hereby grant to the Lender a first-priority security interest in, and conditionally assigns, but does not transfer title, to the Lender, all of Debtors' right, title, and interest in and to the Collateral to secure the Obligations.

3. Representations, Warranties and Covenants. Each Debtor hereby represents, warrants, and covenants that:

(a) (i) A true and complete schedule setting forth all federal and state registrations of marks owned by such Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set

forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned by such Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule B;

(iii) A true and complete schedule setting forth all copyright registrations owned by such Debtor, together with a summary description and full information in respect of the registration, filing or issuance thereof and expiration dates, is set forth on Schedule C.

(b) To the best of each Debtor's knowledge as of the date hereof, each of the patents, marks, copyrights and registrations of marks and copyrights is valid and enforceable, and the Debtors are not presently aware of any past, present, or prospective claim by any third party that any of the patents, marks or copyrights is invalid or unenforceable, or that the use of any patents or marks or copyrights violates the rights of any third person, or of any basis for any such claims except as set forth on Schedule A, or Schedule B or Schedule C, as the case may be.

(c) Except as set forth on Schedule D attached hereto, Debtors are the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, marks, mark registrations, copyrights and copyright registrations, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights, and covenants by Debtors not to sue third persons;

(d) Debtors have used and will continue to use proper statutory notice in connection with its use of each of the patents, registered marks, copyrights and copyright registrations;

(e) Debtors have used and will continue to use consistent standards of high quality (which may be consistent with the Debtor's past practices) in the sale and delivery of products and services sold or delivered under or in connection with the patents, marks and copyrights, including, without limitation and to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the patents, marks and copyrights where the failure to do so maintain would have a Material Adverse Effect;

(f) Except for the filing of financing statements as contemplated by the Loan Documents and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder with respect to domestic patents, trademarks and copyrights, no authorization, approval, or other action by, and no notice to or filing with, any U.S. governmental authority or regulatory body is required either for the grant by a Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by a Debtor or for the perfection of or the exercise by the Lender of its rights hereunder in and to the Collateral in the United States.

4. **After-Acquired Patent, Copyright or Trademark Rights.** If any Debtor shall obtain or create rights to any new marks or copyrights, any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtors shall give prompt notice in writing to the Lender with respect to any such new marks, copyrights and patents, and to the renewal or extension of any registration of a mark or copyright. Debtors shall bear any expenses incurred in connection with future patent applications and registrations of marks and copyrights.

5. **Litigation and Proceedings.** Debtors shall commence and diligently prosecute in its own name (or, if necessary, a predecessor's name), as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtors shall provide to the Lender any information with respect thereto requested by the Lender. The Lender shall provide at Debtors' expense all necessary cooperation in connection with any such suits, proceedings, or actions, including, without limitation, joining as a necessary party provided that Debtors are not responsible for the Lender's attorneys' fees if the Lender voluntarily chooses to become a party to any suit. Following any Debtor becoming aware thereof, such Debtor shall notify the Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding such Debtor's claim of ownership in any of the patents, marks or copyrights, the Debtor's right to apply for the same, or its right to keep and maintain such ownership and rights in the marks, patents and copyrights.

6. **Power of Attorney.** Each Debtor grants the Lender power of attorney, having the full authority, and in the place of, such Debtor and in the name of such Debtor exercisable from time to time following an Event of Default, and in the Lender's discretion following such an Event of Default, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) To endorse such Debtor's name on all applications, documents, papers, and instruments necessary for the Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the Lender's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. **Right to Inspect.** Each Debtor grants to the Lender and its employees and

agents the right to visit such Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents, trademarks or copyrights, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours and as provided in the Loan Agreement.

8. **Event of Default.** Any of the following events shall be an Event of Default:

An Event of Default shall occur as defined in the Loan Agreement;

9. **Specific Remedies.** Upon the occurrence and continuance of any Event of Default, the Lender shall have, in addition to other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including, without limitation, the following:

(a) The Lender may notify licensees to make royalty payments on license agreements directly to the Lender;

(b) The Lender may sell, license, franchise or assign the Collateral at public or private sale for such amounts, and at such time or times, as the Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to such Debtor 10 days prior to such disposition. The Debtors shall be credited with the net proceeds of such sale only when they are actually received by the Lender, and the Debtors shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, the Lender shall also give notice of the time and place by publishing a notice one time at least 10 days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) To the maximum extent permitted by applicable law, the Lender may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by the Lender at such sale and the Obligations shall be deemed satisfied to the extent of such application.

10. **General Provisions.**

(a) **Effectiveness of This Agreement.** This Agreement shall be binding and deemed effective when executed by Debtors and accepted and executed by the Lender.

(b) **Cumulative Remedies: No Prior Recourse to Collateral.** The enumeration herein of the Lender's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that the Lender may have under the Loan Agreement, the Code or other applicable law. The Lender shall have the right, in its sole discretion, to determine

which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

(c) No Implied Waivers. No act, failure, or delay by Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Lender of any provision of this Agreement or any other Loan Document, or of a breach or default hereunder or thereunder, or of any right or remedy which Lender may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by the Lender shall affect its rights to require strict performance of this Agreement.

(d) Severability. If any provision of this Agreement shall be prohibited, or invalid, under applicable law, such provision shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

(e) Governing Law. This Agreement shall be deemed to have been made in the State of New York and shall be governed by and interpreted in accordance with the laws of such State, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

(f) Consent to Jurisdiction and Venue; Service of Process. Each Debtor agrees that, in addition to any other courts that may have jurisdiction under applicable laws or rules, any action or proceeding to enforce or arising out of this Agreement or any of the other Loan Documents to which they are a party may be commenced in the United States District Court for the Southern District of New York, consent and submit in advance to such jurisdiction, and agree that venue will be proper in such court on any such matter. Each Debtor hereby waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such courts shall be properly served and shall confer personal jurisdiction if served by registered or certified mail to such Debtor, or as otherwise provided by the laws of the State of New York or the United States. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Agreement to enforce the same, in any appropriate jurisdiction.

(g) Waiver of Jury Trial, Etc. EACH DEBTOR AND THE LENDER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT, THE OBLIGATIONS, OR THE COLLATERAL, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO. DEBTOR AND THE LENDER CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

(h) Survival of Representations and Warranties. All of each Debtor's representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by the Lender or its agents.

(i) Fees and Expenses. Each Debtor shall pay to the Lender on demand all costs and expenses that the Lender pays or incurs in connection with the enforcement and termination of this Agreement, including, without limitation: (i) reasonable outside attorneys' and paralegals' fees and disbursements of counsel to the Lender (including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals); (ii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals)) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (iii) costs and expenses of lien searches; (iv) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office and the United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (v) sums paid or incurred to pay any amount or take any action required of the Debtors under this Agreement that the Debtors fail to pay or take; (vi) after the occurrence of an Event of Default, the costs and expenses of preserving and protecting the Collateral; and (vii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals)) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Lender arising out of the transactions contemplated hereby (including, without limitation, preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by the Debtors. The parties agree that reasonable outside attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of post-judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment and is not to be deemed merged into any judgment.

(j) Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 13.3 of the Loan Agreement.

(k) Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by the Debtors without the prior written consent of the Lender. The rights and benefits of the Lender hereunder shall, if the Lender so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

(l) Modification. This Agreement is intended by the Debtors and the Lender to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by the Debtors and a duly authorized officer of the Lender.


(m) Counterparts. This Agreement may be executed in any number of counterparts and by the Lender and the Debtors in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

(n) Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning, and should not be construed to modify, enlarge or restrict any provision.

(o) Termination By Lender. After termination of the Loan Agreement and when Lender has received payment and performance in full of all Obligations, the Lender shall execute and deliver to the Debtors a termination of all of the security interests granted by the Debtors hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

DG3 US INTERMEDIATE HOLDINGS, INC., a Delaware corporation

By:   
Name:  
Title:

DG3 GROUP AMERICA, INC., a Delaware corporation

By:   
Name:  
Title:

CUNNINGHAM GRAPHICS INTERNATIONAL, INC., a New Jersey corporation

By:   
Name:  
Title:

DG3 NORTH AMERICA, INC., a New Jersey corporation

By:   
Name:  
Title:

BANK OF AMERICA, N.A., a national banking association, as Lender

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**DG3 US INTERMEDIATE HOLDINGS, INC.,** a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**DG3 GROUP AMERICA, INC.,** a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**CUNNINGHAM GRAPHICS INTERNATIONAL, INC.,** a New Jersey corporation

By: \_\_\_\_\_  
Name:  
Title:

**DG3 NORTH AMERICA, INC.,** a New Jersey corporation

By: \_\_\_\_\_  
Name:  
Title:

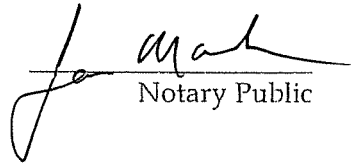
**BANK OF AMERICA, N.A.,** a national banking association, as Lender

By: William S. Wilson  
Name: William S. Wilson  
Title: Sr. Vice President

STATE OF New York  
COUNTY OF New York ) ss.:

On the 3rd day of April in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Terence Mullen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.


**JAMES MACK**  
**NOTARY PUBLIC, State of New York**  
**No. 01MAS164483**  
**Qualified in New York County**  
**Commission Expires April 23, 2011**

  
Notary Public

STATE OF New York  
COUNTY OF New York ) ss.:

On the 3rd day of April in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Cunningham, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

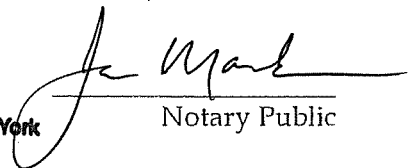
**JAMES MACK**  
**NOTARY PUBLIC, State of New York**  
**No. 01MAS164483**  
**Qualified in New York County**  
**Commission Expires April 23, 2011**

  
Notary Public

STATE OF New York  
COUNTY OF New York ) ss.:

On the 3rd day of April in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Cunningham, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

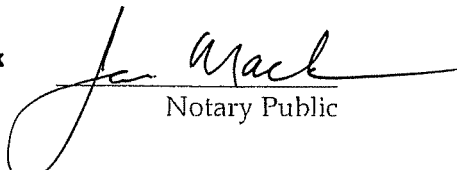
**JAMES MACK**  
**NOTARY PUBLIC, State of New York**  
**No. 01MAS164483**  
**Qualified in New York County**  
**Commission Expires April 23, 2011**

  
Notary Public

STATE OF New York  
COUNTY OF New York ) ss.:

On the 3rd day of April in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Cunningham, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

**JAMES MACK**  
**NOTARY PUBLIC, State of New York**  
**No. 01MAS164483**  
**Qualified in New York County**  
**Commission Expires April 23, 2011**

  
Notary Public

STATE OF \_\_\_\_\_ ) ss.:

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of April in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Schedule A

**TRADEMARK APPLICATIONS AND REGISTRATIONS:**

<b>COUNTRY</b>	<b>MARK</b>	<b>NO.</b>	<b>Owner</b>	<b>STATUS</b>
USA	CLIENTNET	2990585	DG3 North America, Inc.	Registered 8/30/2005. Section 8 & 15 Due 8/30/2011.
USA	KITBUILDER	2671443	DG3 North America, Inc.	Registered 1/07/2003. Section 8 & 15 Due 1/07/2009.
USA	DG3	77/337,118	DG3 North America, Inc.	Filed 11/26/07
USA	DG3 DIVERSIFIED GLOBAL GRAPHICS GROUP	77/337119	DG3 North America, Inc.	Filed 11/26/07
China	DG3	TBA	DG3 Group America, Inc.	Filed c. 12/13/07 (waiting for filing particulars)
China	DIVERSIFIED GLOBAL GRAPHICS GROUP	TBA	DG3 Group America, Inc.	Filed c. 12/13/07 (waiting for filing particulars)
Australia	CLIENTNET	990161	DG3 North America, Inc.	Registered 2/23/2004. Renewal Due 2/23/2014.
Australia	KITBUILDER	901743	DG3 North America, Inc.	Registered 8/15/2002. Renewal Due 1/30/2012.

Canada	CLIENTNET	TMA679616	DG3 North America, Inc.	Registered 6/07/2006.
Canada	KITBUILDER	TMA631103	DG3 North America, Inc.	Registered 1/26/2006.
CTM	CLIENTNET	003625001	DG3 North America, Inc.	Registered 12/09/2007
Hong Kong	DG3	301013381	DG3 Group America, Inc.	Filed 12/13/07
Hong Kong	DG3 DIVERSIFIED GLOBAL GRAPHICS GROUP	301013390	DG3 Group America, Inc.	Filed 12/13/07
Japan	DG3 DIVERSIFIED GLOBAL GRAPHICS GROUP	2007-125715	DG3 North America, Inc	Filed 12/20/07
UK	KITBUILDER	2291357	DG3 North America, Inc.	Registered 1/03/2003. Renewal Due 1/29/2012.

Schedule B

**Patent and Patent Applications**

None

Schedule C

**Copyrights**

None

Schedule D

**Third Party Rights With Respect To The Trademarks, Copyrights and Patents**