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
Quad/Tech, Inc.		07/02/2010	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent	
Street Address:	10 South Dearborn	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2686623	VECTOR
Registration Number:	1438961	QUADTECH
Registration Number:	3616068	ICON
Registration Number:	3092755	DATA CENTRAL
Registration Number:	3063421	MULTICAM

CORRESPONDENCE DATA

900167099

Fax Number: (214)981-3400

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

Phone: 214-981-3483 Email: dclark@sidley.com Correspondent Name: Dusan Clark, Esq. Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-37010

REEL: 004243 FRAME: 0159

TRADEMARK

NAME OF SUBMITTER:	Dusan Clark	
Signature:	/Dusan Clark/	
Date:	07/15/2010	
Total Attachments: 4 source=QUAD TECH INC TMK#page1.tif source=QUAD TECH INC TMK#page2.tif source=QUAD TECH INC TMK#page3.tif source=QUAD TECH INC TMK#page4.tif		

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of July 2, 2010 by and from QUAD/TECH, INC., a Wisconsin corporation (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., 7345933 Canada Inc., the Lenders party thereto, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Grantee have entered into a Credit Agreement dated as of April 23, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has entered into the Pledge and Security Agreement dated as of July 2, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Pledge and Security Agreement</u>") among the Grantor, certain Subsidiaries of the Grantor and the Grantee;

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on Exhibit A attached hereto, which Trademarks are pending or registered 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) <u>Definitions</u>. 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 (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 Trademarks 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 Trademarks 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

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Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

QUAD/TECH, INC.

By:

Name: Andrew R. Schiesl

Title: Secretary

Quad/Tech Trademarks

Mark	Registration or Serial No.	Jurisdiction	Assignee
VECTOR	2686623	U.S.	Quad/Tech, Inc.
QUAD/TECH	1438961	U.S.	Quad/Tech, Inc.
ICON	3616068	U.S.	Quad/Tech, Inc.
DATA CENTRAL	3092755	U.S.	Quad/Tech, Inc.
MULTICAM	3063421	U.S.	Quad/Tech, Inc.
QUAD/TECH		Wisconsin	Quad/Tech, Inc.

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RECORDED: 07/15/2010