

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
Imagine! Print Solutions, Inc.		07/28/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3084742	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3167534	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3448524	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3448525	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3529982	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3529983	IMAGINE! PRINT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6124926842		
Email:	cadwell.jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		

CH \$165.00 3084742

ATTORNEY DOCKET NUMBER:	M223709
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	08/02/2011
Total Attachments: 6 source=Imagine! Print Solutions#page1.tif source=Imagine! Print Solutions#page2.tif source=Imagine! Print Solutions#page3.tif source=Imagine! Print Solutions#page4.tif source=Imagine! Print Solutions#page5.tif source=Imagine! Print Solutions#page6.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Confirmatory Grant") is made effective as of July 28, 2011, by and from each of the limited liability companies party hereto (each, a "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Imagine! Print Solutions, Inc., a Minnesota corporation ("Imagine!"), NuQuest PRINT SOLUTIONS, LLC, a Minnesota limited liability company ("NuQuest" together with Imagine!, collectively, the "Borrowers"), the Lenders, and the Secured Party, one of the Lenders, as administrative agent for the Lenders (the "Administrative Agent"), have entered into a Credit Agreement dated concurrently herewith (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to extend to the Borrowers certain credit accommodations;

WHEREAS, each Grantor has granted security interests to the Secured Party under that certain Pledge and Security Agreement and Irrevocable Proxy dated as of the date herof, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, each Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office;

WHEREAS, each Grantor owns the patents (the "Patents") listed on Exhibit B attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office;

WHEREAS, each Grantor owns the copyrights (the "Copyrights") listed on Exhibit C attached hereto, which trademarks are registered or applied for with the United States Copyright Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the 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 Security Agreement, the provisions of the 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 Obligations and (ii) all of the obligations and liabilities of the Grantors under the

Security Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.


(b) Each Grantor hereby grants to the Secured Party a security interest in: (i) all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by such Grantor; (ii) all of the Patents set forth in Exhibit B now owned or from time to time after the date hereof owned or acquired by such Grantor; and (iii) all of the Copyrights set forth in Exhibit C now owned or from time to time after the date hereof owned or acquired by such Grantor;.

(c) Unless and until an Event of Default shall occur and be continuing, each Grantor shall retain the legal and equitable title to the Trademarks, Patents and Copyrights, and shall have the right to use and register the Trademarks, Patents and Copyrights in the ordinary course of the business of such Grantor.


[The remainder of this page has been intentionally left blank]

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

IMAGINE! PRINT SOLUTIONS, INC.

By 
Print Name: Robert J. Lothenbach
Title: President



NUQUEST PRINT SOLUTIONS, LLC

By 
Print Name: Robert J. Lothenbach
Title: President

CONFIRMATORY GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Reg. No.	Reg. Date	Country
IMAGINE! PRINT SOLUTIONS	3,084,742	04/25/2006	US
	3,167,534	11/07/2006	US
IMAGINE! PRINT SOLUTIONS	3,448,524	06/17/2008	US
IMAGINE! PRINT SOLUTIONS	3,448,525	06/17/2008	US
IMAGINE! PRINT SOLUTIONS	3,529,982	11/11/2008	US
IMAGINE! PRINT SOLUTIONS	3,529,983	11/11/2008	US
	702462	12/06/2007	CA

CONFIRMATORY GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

Exhibit B - SCHEDULE OF PATENTS

None.

Exhibit B

TRADEMARK
REEL: 004595 FRAME: 0410

CONFIRMATORY GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

Exhibit C - SCHEDULE OF COPYRIGHTS

None.

Exhibit C