

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
AMERICAN REPROGRAPHICS COMPANY, L.L.C.		01/27/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
ERS DIGITAL, INC.		01/27/2012	CORPORATION: MINNESOTA
RIDGWAY'S, LLC		01/27/2012	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	2450 COLORADO AVENUE, SUITE 3000W
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3260144	ARC AMERICAN REPROGRAPHICS COMPANY
Registration Number:	3417291	METAPRINT
Registration Number:	3417341	METAPRINT
Registration Number:	2555201	PLANWELL
Registration Number:	2967679	PLANWELL PDS
Registration Number:	2230081	V
Registration Number:	3419840	SUB-HUB
Registration Number:	2613695	NOT JUST A SOURCE, BUT A RESOURCE
Registration Number:	2390739	BPS
Registration Number:	2330987	R REPROGRAPHICS NORTHWEST INC
Registration Number:	3502614	COLOR IT PLUS

OP \$765.00 3260144

Registration Number:	3581391	COLOR IT PLUS
Registration Number:	3648076	IT PLUS ADVANCED TECHNOLOGIES
Registration Number:	3644071	IT PLUS ADVANCED TECHNOLOGIES
Registration Number:	3528275	IT PLUS EQUIPMENT SERVICES
Registration Number:	3528276	IT PLUS EQUIPMENT SERVICES
Registration Number:	3505965	IT PLUS NETWORK
Registration Number:	3505966	IT PLUS NETWORK
Registration Number:	0722848	RIDGWAY'S
Registration Number:	2768932	DAD
Registration Number:	2225124	DIGITAL BLACKLINE
Registration Number:	3059947	WORLD PLANROOM
Registration Number:	3211191	THINK BEYOND THE INK
Registration Number:	3211190	WESTERNBLUE
Registration Number:	2984598	NATIONAL GRAPHIC IMAGING
Registration Number:	3043132	NGI
Registration Number:	3056745	NGI
Registration Number:	3067026	NGI NATIONAL GRAPHIC IMAGING
Registration Number:	2893941	EBLUEPRINT
Registration Number:	3313835	MIX IMAGING

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.297
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/30/2012

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of January, 2012 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("WF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 27, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among American Reprographics Company, a Delaware corporation ("US Borrower"), ARC Reprographics Canada Corp., a British Columbia corporation ("ARC Canada") and ARC Digital Canada Corp., a British Columbia corporation ("ARC Digital Canada"); and together with ARC Canada, "Canadian Borrowers"), US Borrower and Canadian Borrowers are collectively referred to as "Borrowers", the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, and Wells Fargo Capital Finance Corporation Canada, an Ontario corporation as administrative agent for the Canadian Lenders (in such capacity, together with its successors and assigns in such capacity, "Canadian Agent"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 27, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent within ten (10) Business Days after the acquisition of any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall

in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

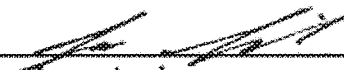
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

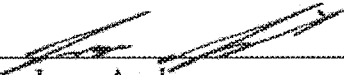
AMERICAN REPROGRAPHICS COMPANY,
L.L.C.

By: 
Name: John Toth
Title: Chief Financial Officer

ERS DIGITAL, INC.

By: 
Name: Jorge Avalos
Title: Vice President

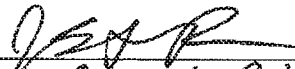
RIDGWAY'S, LLC

By: 
Name: Jorge Avalos
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Grant Pritchard
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004706 FRAME: 0830

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[See attached.]

Trademark Registrations Applications
Domestic

Type of Mark	Owner	Description	Serial No.	App. Date	Reg. No.	Reg. Date
Service Mark	ARC, LLC	ARC AMERICAN REPROGRAPHICS COMPANY and Design	78/713,269	9/14/2005	3,260,144	7/10/2007
Trademark	ARC, LLC	METAPRINT	77/213,746	6/22/2007	3,417,291	4/29/2008
Trademark	ARC, LLC	METAPRINT and Design	77/225,168	7/9/2007	3,417,341	4/29/2008
Service Mark	ARC, LLC	PLANWELL	76/097,965	7/27/2000	2,555,201	10/2/2002
Service Mark	ARC, LLC	PLANWELL PDS	76/488,038	2/7/2003	2,967,679	7/12/2005
Service Mark	ARC, LLC	Stylized "V"	75/312,202	6/20/1997	2,230,081	3/9/1999
Service Mark	ARC, LLC	SUB-HUB	78/516,221	11/12/2004	3,419,840	4/29/2008
Trademark	ARC, LLC	NOT JUST A SOURCE, BUT A RESOURCE	75/775,418	9/9/1999	2,613,695	9/3/2002
Service Mark	ARC, LLC (as successor-in-interest to Blue Print Service Company, Inc.)	BPS and Design	75/410,499	12/23/1997	2,390,739	10/3/2000
Service Mark	ARC, LLC (as successor-in-interest to Reprographics Northwest, LLC)	R REPROGRAPHICS NORTHWEST INC and Design	75/494,092	6/1/1998	2,330,987	3/21/2000
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	COLOR IT PLUS	77,198,777	6/6/2007	3,502,614	9/16/2008
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	COLOR IT PLUS and Design	77,312,950	10/25/2007	3,581,391	2/24/2009
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS ADVANCED TECHNOLOGIES	77,143,797	3/29/2007	3,648,076	6/30/2009
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS ADVANCED TECHNOLOGIES and Design	77,144,513	3/30/2007	3,644,071	6/23/2009
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS EQUIPMENT SERVICES	77,143,818	3/29/2007	3,528,275	11/4/2008
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS EQUIPMENT SERVICES and Design	77,144,516	3/30/2007	3,528,276	11/4/2008

Trademark Registrations/Applications
Domestic

Type of Mark	Owner	Description	Serial No.	App. Date	Reg. No.	Reg. Date
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS NETWORK	77,143,783	3/29/2007	3,505,965	9/23/2008
Service Mark	Ridgway's, LLC (fka Ridgway's Ltd.)	IT PLUS NETWORK and Design	77,144,489	3/30/2007	3,505,966	9/23/2008
Trademark	Ridgway's, LLC (fka Ridgway's Ltd.)	Ridgway's (Stylized)	72/106,641	10/18/1960	722,848	10/17/1961
Service Mark	Ridgway's, LLC (as successor-in-interest to Western Blue Print Company, L.L.C.)	DAD	76/422,614	6/19/2002	2,768,932	9/30/2003
Trademark	Ridgway's, LLC (as successor-in-interest to Western Blue Print Company, L.L.C.)	DIGITAL BLACKLINE	75/300,631	5/30/1997	2,225,124	2/23/1999
Service Mark	Ridgway's, LLC (as successor-in-interest to Western Blue Print Company, L.L.C.)	WORLD PLANROOM	78/278,877	7/25/2003	3,059,947	2/21/2006
Service Mark	Ridgway's, LLC (as successor-in-interest to Western Blue Print Company, L.L.C.)	THINK BEYOND THE INK	78,868,025	4/24/2006	3,211,191	2/20/2007
Service Mark	Ridgway's, LLC (as successor-in-interest to Western Blue Print Company, L.L.C.)	WESTERNBLUE	78,867,934	4/24/2006	3,211,190	2/20/2007
Service Mark	Ridgway's, LLC (as successor-in-interest to Bay Reprographics, Inc.)	NATIONAL GRAPHIC IMAGING	76,566,967	12/12/2003	2,984,598	8/16/2005

Trademark Registrations/Applications
Domestic

Type of Mark	Owner	Description	Serial No.	App. Date	Reg. No.	Reg. Date
Service Mark	Ridgway's, LLC (as successor-in-interest to Bay Reographics, Inc.)	NGI	76,422,144	6/17/2002	3043132	1/17/2006
Service Mark	Ridgway's, LLC (as successor-in-interest to Bay Reographics, Inc.)	NGI (and design)	76,421,923	6/17/2002	3056745	2/7/2006
Service Mark	Ridgway's, LLC (as successor-in-interest to Bay Reographics, Inc.)	NGI NATIONAL GRAPHIC IMAGING	76,421,924	6/17/2002	3067026	3/14/2006
Service Mark	ERS Digital, Inc.	EBLUEPRINT	76,287,368	7/19/2001	2893941	3/27/2002
Trademark	Ridgway's, LLC (as successor-in-interest to T-Square Express, Inc.)	MIX IMAGING	78,696,311	8/19/2005	3313835	10/16/2007