

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
Earthcolor, Inc.		05/18/2012	CORPORATION: DELAWARE
Cedar Graphics, Inc.		05/18/2012	CORPORATION: NEW YORK
International Color Services, Inc.		05/18/2012	CORPORATION: DELAWARE
Earth Thebault, Inc.		05/18/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Bryant Park, 3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3744605	EARTH · CONNECT
Registration Number:	3612030	EA EARTH AWARE
Registration Number:	3408551	EARTHCOLOR
Registration Number:	2384927	LPT
Serial Number:	85390181	EVERLIT
Serial Number:	85363234	EARTHINTEGRATE
Serial Number:	85363202	EARTH INTEGRATE POWERING YOUR COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 2124920754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$190.00 3744605

Email: ashevell@paulweiss.com, aashville@paulweiss.com
Correspondent Name: Adam Shevell
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	12463-018
NAME OF SUBMITTER:	Adam Shevell
Signature:	/A. Shevell/
Date:	05/29/2012

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of May 18, 2012, by and among Earthcolor, Inc., Cedar Graphics, Inc., International Color Services, Inc., Earth Color Houston, Inc., Media Printing Corporation, Earth Color New York, Inc., Barton Press, Inc., Earth Thebault, Inc. and Earth Color, LLC (collectively, the "Borrowers"), Earthcolor Group, LLC, EC Holdco, Inc. and EC Subco, Inc. (together, the "Guarantors" and collectively with the Borrowers, the "Grantors") and Bank of America, N.A., as Agent (the "Agent").

WITNESSETH:

WHEREAS the Grantors are the owners and users of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS the Grantors have entered into that certain Second Amended and Restated (Term) Loan and Security Agreement dated as of the date hereof (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "Loan Agreement") among the Grantors, the lenders from time to time party thereto (the "Lenders"), and the Agent, pursuant to which the Grantors have granted to the Agent for the benefit of the Lenders, a security interest in, among other things, the Trademarks; and

WHEREAS the parties to the Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of each Grantor's right, title and interest in the Trademarks.

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

The Grantors hereby reconfirm the terms of the Loan Agreement. Each Grantor further hereby pledges and mortgages to the Agent, and grants to the Agent a security interest in, such Grantor's right, title and interest in and to the Trademarks, together with the entire good will of such Grantor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of such Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantors pursuant hereto secures the payment of all Obligations (as defined in the Loan Agreement) now or hereafter existing under or in respect of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Loan Agreement, and each of the Grantors and the Agent hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark

Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

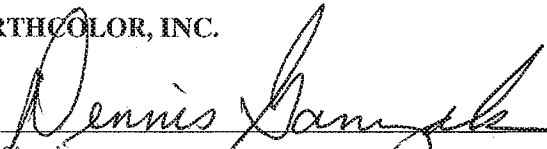
This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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

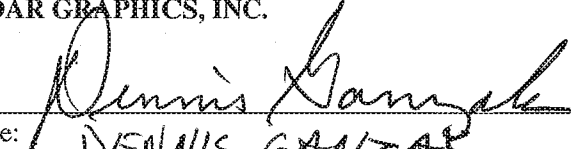
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTORS:

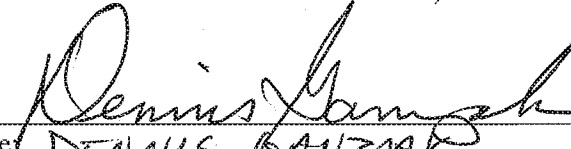
EARTHCOLOR, INC.

By: 
Name: DENNIS GANZAK
Title: CFO

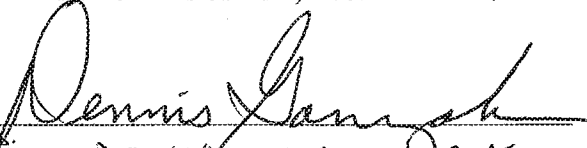
CEDAR GRAPHICS, INC.

By: 
Name: DENNIS GANZAK
Title: VP

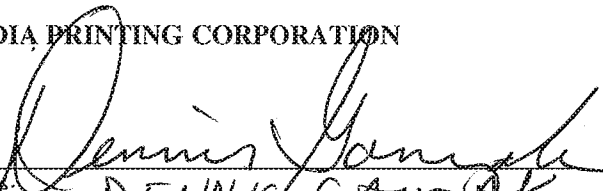
INTERNATIONAL COLOR SERVICES, INC.

By: 
Name: DENNIS GANZAK
Title: VP

EARTH COLOR HOUSTON, INC.

By: 
Name: DENNIS GANZAK
Title: VP

MEDIA PRINTING CORPORATION

By: 
Name: DENNIS GANZAK
Title: VP

[Signature page to Trademark Security Agreement]

EARTH COLOR NEW YORK, INC.

By: Dennis Ganzak
Name: DENNIS GANZAK
Title: VP

BARTON PRESS, INC.

By: Dennis Ganzak
Name: DENNIS GANZAK
Title: VP

EARTH THEBAULT, INC.

By: Dennis Ganzak
Name: DENNIS GANZAK
Title: VP

EARTH COLOR, LLC

By: Dennis Ganzak
Name: DENNIS GANZAK
Title: MEMBER
Vice President of Earth Thebault, Inc.,
its sole member

EARTHCOLOR GROUP, LLC

By: Dennis Ganzak
Name: DENNIS GANZAK
Title: CFO

[Signature page to Trademark Security Agreement]

EC HOLDCO, INC.

By: Dennis Ganzak
Name: DENNIS GANZAK
Title: EVP CFO


EC SUBCO, INC.

By: Dennis Ganzak
Name: DENNIS GANZAK
Title: CFO

[Signature page to Trademark Security Agreement]

AGENT:

BANK OF AMERICA, N.A., as Agent

By:  _____

Name:

Title:

Erik S. Grossman
Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004790 FRAME: 0234

SCHEDULE A

<u>TRADEMARK</u>	<u>APPLICATION/ REGISTRATION NO.</u>	<u>FILE DATE/ REGISTRATION DATE</u>	<u>OWNER</u>	<u>COUNTRY/ STATE</u>
Earth Connect	3744605	February 2, 2010	Earthcolor, Inc.	U.S.A.
EA Earth Aware	3612030	April 28, 2009	Earthcolor, Inc.	U.S.A.
Earthcolor	3408551	April 8, 2008	Earthcolor, Inc.	U.S.A.
LPT	2384927	September 12, 2000	Earth Thebault, Inc.	U.S.A.
EVERLIT	85390181	August 4, 2011	Cedar Graphics, Inc.	U.S.A.
EarthIntegrate	85/363234	July 5, 2011	Earthcolor, Inc.	U.S.A.
Earth Integrate Powering Your Communications & Design	85/363202	July 5, 2011	Earthcolor, Inc.	U.S.A.
A loop or magnifying glass, used to examine color separations, and the name "International Color Services Corporation."	37980	March 30, 1995	International Color Services, Inc.	Arizona