

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																	
NATURE OF CONVEYANCE:	SECURITY INTEREST																	
CONVEYING PARTY DATA																		
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<table border="1"> <tr> <td>Name:</td> <td>Bank of America, N.A.</td> </tr> <tr> <td>Street Address:</td> <td>901 Main Street</td> </tr> <tr> <td>Internal Address:</td> <td>Mail Code: TX1-492-14-11</td> </tr> <tr> <td>City:</td> <td>Dallas</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>75202</td> </tr> <tr> <td>Entity Type:</td> <td>National Association: UNKNOWN</td> </tr> </table>				Name:	Bank of America, N.A.	Street Address:	901 Main Street	Internal Address:	Mail Code: TX1-492-14-11	City:	Dallas	State/Country:	TEXAS	Postal Code:	75202	Entity Type:	National Association: UNKNOWN	
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CORRESPONDENCE DATA																		
Fax Number:	2122996051																	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																		
Phone:	212-837-6847																	
Email:	trademarks@hugheshubbard.com																	
Correspondent Name:	Natasha N. Reed																	
Address Line 1:	One Battery Park Plaza																	
Address Line 2:	Hughes Hubbard & Reed LLP																	

OP \$115.00 85736246

Address Line 4: New York, NEW YORK 10004-1482

ATTORNEY DOCKET NUMBER: 030341-00072

NAME OF SUBMITTER: Natasha N. Reed

Signature: /Natasha N. Reed/

Date: 04/17/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 16, 2013 (“Agreement”), among **CENVEO CORPORATION**, a Delaware corporation (the “Borrower”), the other Persons (such capitalized term and all other capitalized terms not otherwise defined herein to have the meanings provided for in the Security Agreement referred to below) identified in the signature pages hereof (the Borrower and such other Persons are each referred to herein, individually, as a “Grantor” and, collectively, as the “Grantors”), and **BANK OF AMERICA, N.A.**, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Pledge and Security Agreement dated as of April 16, 2013 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors and the Administrative Agent, and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent a security interest in substantially all of such Grantor’s property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agree as follows:

1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “Patents”);

(b) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto opposite the name of such Grantor, as Schedule B may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the “Trademarks”);

(c) the United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto opposite the name of such Grantor, as Schedule C may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the “Copyrights”);

(d) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks or Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all Proceeds of the foregoing.

2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CENVEO CORPORATION
("Borrower")

Address for notices to any Grantor:
c/o **CENVEO CORPORATION**
One Canterbury Green
201 Broad Street
Stamford, CT 06901
Attention: Treasurer
Telephone: (203) 595-3025
Facsimile: (203) 595-3076

By: 
Name: Scott J. Goodwin
Title: Chief Financial Officer

LIGHTNING LABELS, LLC,
a Delaware limited liability company

By: 
Name: Scott J. Goodwin
Title: Chief Financial Officer

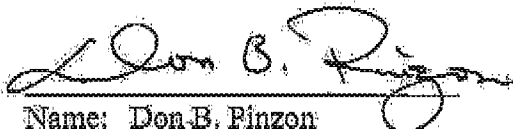
NASHUA CORPORATION,
a Massachusetts corporation

By: 
Name: Scott J. Goodwin
Title: Chief Financial Officer

GARAMOND/PRIDEMARK PRESS, INC.,
a Maryland corporation

By: 
Name: Scott J. Goodwin
Title: Chief Financial Officer

BANK OF AMERICA, N.A.
as Administrative Agent
("Administrative Agent")

By: 
Name: Don B. Pinzon
Title: Vice President

[Signature page to Intellectual Property Security Agreement]

Schedule A

PATENTS AND PATENT APPLICATIONS

Assignee	Patent Title	Serial No. Filing Date	Patent No. Issue Date
Cenveo Corporation	Alternative substrate envelope sealing and closure system	12352852 01/13/2009	Published as 20100176186 07/15/2010
Cenveo Corporation	Clear clasp reusable envelope	12896462 10/01/2010	Published as 20120080509
Cenveo Corporation	Paper roll with pre-cut windows	13304144 11/23/2011	Published as 20120238427
Cenveo Corporation	Clear clasp reusable envelope	29376145 10/01/2010	D668716 10/09/2012
Nashua Corporation	Article and method for dispensing toner and the like	08786413 01/21/1997	5669044 09/16/1997

Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
Cenveo Corporation	QUALITY PARK	85736246 09/24/2012	
Cenveo Corporation	PRINT WOVE	85809063 12/21/2012	
Cenveo Corporation	CLEARCLASP	85113719 08/23/2010	4025050 09/13/2011
Lightning Labels, LLC	PRINT360	85295113 04/14/2011	4162220 06/19/2012

Schedule C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

Claimant	Title	Registration No.	Registration Date
Cenveo Corporation	Cadmus Communications Corporation: annual report: fiscal year ended June 30, 1987	CSN0075987	
Lightning Labels, LLC	Custom Labels and Stickers—Label Printing Products—Lightning Labels	TXu001700905	03/04/2008
Garamond/Pridemark Press, Inc.	Touch of ginger/ by Ginger Silvers	TX0000587166	11/24/1980
Garamond/Pridemark Press, Inc.	World of Grandma Moses/ Jane Kallir	TX0001625781	03/18/1985
Garamond/Pridemark Press, Inc.	World of Grandma Moses/ Jane Kallir	TX0001625782	03/18/1985