

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.		12/02/2013	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: 3

Property Type	Number	Word Mark
Registration Number:	4356806	IMAGINE! PRINT SOLUTIONS
Serial Number:	85671944	IMAGINE! PRINT SOLUTIONS
Registration Number:	4356809	IMAGINE! PRINT SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 6123408827  
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ATTORNEY DOCKET NUMBER:	M223709
NAME OF SUBMITTER:	Jeffrey R. Cadwell

CH \$90.00 4356806

Signature:	/Jeffrey R. Cadwell/
Date:	12/03/2013
Total Attachments: 4 source=Confirmatory Grant of Security Interest in Trademarks - Imagine (executed)-v1#page1.tif source=Confirmatory Grant of Security Interest in Trademarks - Imagine (executed)-v1#page2.tif source=Confirmatory Grant of Security Interest in Trademarks - Imagine (executed)-v1#page3.tif source=Confirmatory Grant of Security Interest in Trademarks - Imagine (executed)-v1#page4.tif	

## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY TRADEMARKS (this "Confirmatory Grant") is made effective as of December 2, 2013, by and from each of the grantors 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!"), DigiGraphics, LLC, a Minnesota limited liability company, a Minnesota limited liability company ("DigiGraphics"), (upon the effectiveness of the Acquisition (Classic Graphics)) Classic Graphics, Inc., a North Carolina corporation ("Classic Graphics" and, together with Imagine, and DigiGraphics each a "Borrower" and, 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 an Amended and Restated 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, Imagine has granted security interests to the Secured Party under that certain Pledge and Security Agreement and Irrevocable Proxy dated as of the July 28, 2011, (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, 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 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.

(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, and shall have the right to use and register the Trademarks, in the ordinary course of the business of such Grantor.

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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: 

Name: Robert J. Lothenbach

Title: President

Confirmatory Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 005166 FRAME: 0255**

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:




Mark	Reg. No.	Country
	4,356,806	US
	85/671,944 (Used Based App)	US
	4,356,809	US

Exhibit A