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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re

Quebecor World (USA) Inc., et al.,

Debtors.

Chapter 11

Case No. 08-10152 (JMP)  
Jointly Administered

Honorable James M. Peck

**DECLARATION OF JOSEPH PANNUNZIO IN SUPPORT OF MOTION OF THE  
DEBTORS PURSUANT TO 11 U.S.C. § 365 TO ASSUME  
AN EXECUTORY CONTRACT WITH NORTH PLAINS SYSTEMS CORP.  
FOR DIGITAL ASSET MANAGEMENT SOFTWARE LICENSES**

I, Joseph Pannunzio, declare as follows in support of the Debtors' motion (the "Motion") for an order authorizing the assumption of a Master License and Services Agreement, dated November 7, 2001, including the Purchase Order referenced below (collectively the "Agreement") between Debtor Quebecor World (USA) Inc. ("QWUSA") and North Plains Systems Corp. ("North Plains"):

1. I am Vice President, Information Technology of Quebecor World (USA) Inc., a corporation organized under the laws of the State of Delaware and one of the above-captioned

debtors and debtors-in-possession (collectively, the “Debtors”). In this capacity, I am generally familiar with the Debtors’ day-to-day operations, information technology procurement, business and financial affairs, books and records.

2. QWUSA’s Premedia Division provides a wide range of services to assist customers in the development of the content of their materials prior to printing. To perform these services, QWUSA utilizes and offers its customers services based on cutting edge technology. North Plains is a leading provider of digital asset management software, which is an advanced technology allowing users to store, organize and work with rich media assets such as pictures, images, video and audio.

3. Under the Agreement, North Plains agreed to provide to QWUSA and to maintain certain software licenses (the “Software”) to be used by the Premedia Division to service the needs of QWUSA’s customers. North Plains has provided a range of Software to QWUSA under the Agreement.

4. On December 14, 2007, QWUSA issued a purchase order (the “Purchase Order”) to North Plains under the Agreement for certain upgrades and additions to the Software based on North Plains’ TeleScope Digital Asset Management Solution (the “New Software”), and for support and maintenance of the New Software. North Plains has already delivered and installed the New Software on the Debtors’ systems, and the Debtors have been using the New Software in their operations. In order to load the New Software, the Debtors must have an electronic “key” code provided by North Plains representing the license to use the New Software. Initially, North Plains provides users with a temporary key representing a temporary license, which is programmed to allow access for a limited period of time (generally 30-90 days) and to automatically deactivate at the end of such period. A permanent key code representing a

perpetual license to use the software is provided by North Plains once full payment for the software is received.

5. The cost associated with the Purchase Order was \$124,000, of which the Debtors had paid approximately \$30,000 prior to the filing of these cases. Following the expiration of the Debtors' initial temporary license key for the New Software, North Plains provided the Debtors with further temporary license keys, in exchange for a payment of \$10,000 to be credited against the Debtors' outstanding balance, and to allow the Debtors sufficient time to seek authority to assume the Agreement and thereby secure the permanent Licenses to use the New Software. The latest temporary license key automatically deactivates on or around July 24, 2008.

6. The contract pursuant to which the Debtors and North Plains agreed on the terms of the Debtors' purchase of the licenses for the New Software consists of the Agreement and the Purchase Order.

7. The unpaid amount currently due and owing on account of the New Software is \$85,639.34, which represents the amount required to be paid by the Debtors under the Agreement in order to cure the Debtors' defaults thereunder (the "Cure Amount"). North Plains has agreed that this is the correct Cure Amount and it reflects a credit for the \$10,000 paid for the temporary license.

8. The New Software is necessary to the Debtors' Premedia Division, and is already in use to service, a large and long-time customer of the Debtors. Assuming the Agreement will ensure that the Debtors have continued access to the New Software, and continued technical support from North Plains with respect to the New Software.

9. Assumption of the Agreement is a sound exercise of the Debtors' business judgment. The Debtors have entered into an agreement to purchase software licenses that are

integral to the Debtors' ability to be a viable competitor in the premedia and printing businesses, and represents a key element of the Debtors' efforts to provide state-of-the-art service to their customers. Moreover, the New Software is currently fully operational and essential for ongoing operations.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on July 7, 2008.

/s/ \_\_\_\_\_  
Joseph Pannunzio