

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BJK Holdings, Inc., a Delaware corporation

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Trademark Collateral Agreement

Execution Date: 8-16-04

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank,  
Internal an Illinois banking corporation  
Address: AS AGENT

Street Address: 111 West Monroe St.  
City: Chicago State: IL Zip: 60603

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other Illinois banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
see attached

Additional number(s) attached ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_  
Attn: Penelope J.A. Agodoa  
Int: Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-3155

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Crowder, as agent  
Name of Person Signing

Judy Crowder  
Judy Crowder, As agent

08-18-2004

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$90.00 603166 1270746

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
"Y" LOGO	1,270,745	3/20/84
"YORK LABEL"	2,777,152	10/28/03
"Y" STYLIZED LOGO	2,781,647	11/11/03

**PENDING FEDERAL TRADEMARK APPLICATIONS**

None.

**COMMON LAW MARKS AND TRADE NAMES**

"York Label"

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None.

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None.

## TRADEMARK COLLATERAL AGREEMENT

As of the 16th day of August, 2004, BJK Holdings, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 103 Foulk Road, Suite 200 & 202, Wilmington, Delaware,, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party, as agent for the benefit of the Secured Creditors (as defined in the Security Agreement hereinafter identified and defined), a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BJK HOLDINGS, INC.

By *Dennis J. Cole*  
Name: DENNIS J. COLE  
Title: VP

ATTEST:

*Peter E. Mogk*  
Name: Peter E. Mogk  
Title: Secretary

HARRIS TRUST AND SAVINGS BANK

By *Ronald V. Redd*  
Name: RONALD V. REDD  
Title: VICE PRESIDENT

STATE OF Michigan )  
 ) SS  
COUNTY OF Oakland )

I, Jonathan D. Krenzel a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dennis J. Cole, Vice President of BJK Holdings, Inc., a Delaware corporation, and Peter E. Mogk, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13<sup>th</sup> day of August, 2004.

**JONATHAN P. KRENZEL**  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Feb 14, 2006

(NOTARIAL SEAL)

  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK     )

I, Nancy A. Zarazua, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald V. Redd, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

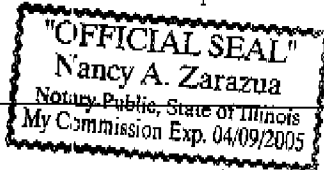
Given under my hand and notarial seal, this 16<sup>th</sup> day of August, 2004.

(NOTARIAL SEAL)

Nancy A. Zarazua  
Notary Public

My Commission Expires:

Nancy A. Zarazua  
(Type or Print Name)



**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

License Agreement dated May 6, 1997, between BJK Holdings, Inc. and York Tape & Label, Inc., as amended by a First Amendment to License Agreement dated as of December 8, 2003.

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