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
Innovative Folding Carton Company, Inc.		12/13/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance, LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76508731	INNOVATIVE CREATIVE PACKAGING SOLUTIONS
Registration Number:	2132344	INNOVATIVE COLOR SIMULATOR

CH $65.00 76508731

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-758-3552
Email: ljohnson@pattonboggs.com
Correspondent Name: Darren Collins
Address Line 1: 2001 Ross Avenue
Address Line 2: Suite 3000
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/dwc/

Date:	01/26/2005

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of December 13, 2004, by INNOVATIVE FOLDING CARTON COMPANY, INC., a Delaware corporation ("IFCC") (IFCC, including any of its successors or permitted assignees, each a "Grantor" and collectively the "Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among the Grantor, the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility, a term loan, a facility and a term loan to facility (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the payment and the performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property or is not permissable under applicable law (the "IP Collateral"):

(a) The U.S and foreign copyrights, registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

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(c) The U.S., state and foreign trademark and service mark registrations, and trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents, Copyrights and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. The Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to, with written notice to Grantor, take any action and to execute any instrument that the Agent may in good faith reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i)

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any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all Obligations (other than indemnity obligations under the Loan Agreement that are not then due and payable or for which any events or claims that would give rise thereto are not pending) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. [Intentionally Deleted.]

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

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(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

INNOVATIVE FOLDING CARTON COMPANY, INC.

By: _____
Name: SHAW F OMAN
Title: PRESIDENT / CEO

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AGENT:

CAPITALSOURCE FINANCE LLC

By: Joseph Turitz
Name: Joseph Turitz
Title: General Counsel
Corporate Finance Group

ACKNOWLEDGMENT

STATE OF New York :

: SS

COUNTY OF New York :

Before me, the undersigned, a Notary Public, on this 7th day of December, 2004, personally appeared SHAWN F. SMITH to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT/CEO of Innovative Folding Carton Company, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said _____ acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires:_____

ROBERT J. TAN
NOTARY PUBLIC, State of New York
No. 01TA6063307
Qualified in Nassau County
Commission Expires August 27, 2005

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ACKNOWLEDGEMENT

STATE OF MARYLAND :
: SS
COUNT OF MONTGOMERY :

Before me, the undersigned, a Notary Public on this 8th day of December, 2004, personally appeared Joseph Turitz to me known personally, who, being by me duly sworn, did say that his the General Counsel, Corporate Finance Group of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the same Agent, and the said Joseph Turitz acknowledged said instrument to be his free act and deed.

Rosanne M. Willging
Notary Public
Commission Expires: April 30, 2008

ROSANNE M. WILLGING
Notary Public
MONTGOMERY County
Of the State of Maryland
Commission Expires APR 30, 2008

SCHEDULE A

COPYRIGHT COLLATERAL

Copyrights	Reg. No.	Reg. Date	Country	Reg. Owner
Baseball Diamond Easel Back	Vau591886	5/30/03	U.S.A.	Innovative Folding Carton Company, Inc.
Innovative Color Simulator	TX4440748	12/17/96	U.S.A.	Innovative Folding Carton Company, Inc.

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SCHEDULE B

PATENT COLLATERAL

None.

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SCHEDULE C

TRADEMARK COLLATERAL

Trademarks	Reg. No.	Reg. Date	Country	Reg. Owner
Innovative Color Simulator	2132344	11/17/03	U.S.A.	Innovative Folding Carton Company, Inc.
Innovative Creative Packaging Solutions	76/508731	4/22/03	U.S.A	Innovative Folding Carton Company, Inc.
Innovative Folding Carton Company	Unregistered			
Innovative Lithographers	Unregistered			

SCHEDULE D

DOMAIN NAMES

Theinnovativepkg.com
ImpaxxPromo.com
Innovativecps.com
innovativepackaging.info
innovativepg.info