

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPA ACQUISITION COMPANY, INC.		12/01/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&I MARSHAL & ILSLEY BANK		
<b>Street Address:</b>	770 North Water Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	WISCONSIN BANKING CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76499007	ULTRA DIGITAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)278-3763		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414 225-7563		
<b>Email:</b>	pbergin@dkattorneys.com		
<b>Correspondent Name:</b>	Patrick M. Bergin		
<b>Address Line 1:</b>	111 East Kilbourn Avenue		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Patrick M. Bergin		
<b>Signature:</b>	/Patrick M. Bergin/		
<b>Date:</b>	06/15/2005		

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Total Attachments: 2  
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**NOTICE OF GRANT OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

United States Patent and Trademark Office, United States Copyright Office  
or Foreign Filing Office

Please be advised that pursuant to a Grant of Security Interest in Intellectual Property dated as of December 1, 2004 (the "Security Agreement"), by GPA Acquisition Company, Inc. (the "Borrower") and M & I Marshall & Ilsley Bank (the "Lender"), the Borrower has granted to the Lender a continuing security interest in and continuing lien upon the trademark, trade name and service mark registrations and/or applications listed on **Schedule A** attached hereto and the copyright registrations and/or applications listed on **Schedule B** attached hereto.

The Lender hereby acknowledges that the security interest in the foregoing identified intellectual property: (i) may only be terminated in accordance with the terms of the Security Agreement; and (ii) is not to be construed as a present assignment of any such intellectual property.

Very truly yours,

**BORROWER:**

**GPA Acquisition Company, Inc.**

By: Michael W. Ratcliff

Name: MICHAEL W. RATCLIFF

Title: PRESIDENT

**SCHEDULE A**

**Trademarks, Trade Names and Service Marks**

Trademarks:

<b>Trademark Name</b>	<b>Registration Number</b>	<b>Application #/ Filing Date</b>	<b>Registration Date</b>	<b>Renewal Date</b>
America's Label Expert	2,295,005	75/376736 21-Oct-1997	30-Nov-1999	30-Nov-2009
GPA	2190767	75/328078 21-Jul-1997	22-Sep-1998	22-Sep-2008
GPA Logo	2,260,470	75/371280 10-Oct-1997	13-Jul-1999	13-Jul-2009
Gummed Papers of America	1071648	73/085908 03-May-1976	16-Aug-1977	16-Aug-2007
Ultra Bak Plus	2543544	76/039534 03-May-2000	26-Feb-2002	26-Feb-2012
Ultra Digital	N/A	76/499009 20-Mar-2003	N/A	N/A
Ultra Digital	N/A	76/499007 20-Mar-2003	N/A	N/A
Ultra Film	2198291	75/354555 10-Sep-1997	20-Oct-1998	20-Oct-2008
Ultra-Bak	2208469	75/327579 21-Jul-1997	08-Dec-1998	08-Dec-2008
Ultra-Tac	2178490	75/327685 21-Jul-1997	04-Aug-1998	04-Aug-2008

Trade Names:

GPA  
 GPOA  
 Gummed Paper of America  
 America's Label Experts  
 Label Experts

Service Marks:

None