

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank	FORMERLY First Union National Bank	03/04/2005	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CheckPoint Systems, Inc.
Street Address:	101 Wolf Drive
Internal Address:	P.O. Box 188
City:	Thorofare
State/Country:	NEW JERSEY
Postal Code:	08086
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1564238	MIRAGE
Registration Number:	1841256	MIRAGE SG
Registration Number:	2349126	PERFORMA
Registration Number:	1545229	THRESHOLD
Registration Number:	2165211	THRESHOLD 95

CORRESPONDENCE DATA

Fax Number: (212)592-1500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212.592.1400
 Email: bwerbin@herrick.com
 Correspondent Name: Barry Werbin, Esq.
 Address Line 1: 2 Park Avenue
 Address Line 2: Herrick, Feinstein LLP
 Address Line 4: New York, NEW YORK 10016

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ATTORNEY DOCKET NUMBER:	11571-002
NAME OF SUBMITTER:	Barry Werbin
Signature:	/bw/
Date:	11/21/2005
Total Attachments: 4 source=CheckpointRelease#page1.tif source=CheckpointRelease#page2.tif source=CheckpointRelease#page3.tif source=CheckpointRelease#page4.tif	

March 4, 2005

Checkpoint Systems, Inc. (the "Company")
101 Wolf Drive
Thorofare, New Jersey 08086
Attn: Mr. Craig Burns, Chief Financial Officer and Treasurer

Wachovia Bank, National Association,
as Administrative Agent (the "New Agent")
201 South College Street, CP-8
Charlotte, NC 28288
Attention: Syndication Agency Services

Re: Credit Agreement dated as of October 27, 1999 (the "Existing Credit Agreement") by and among the Company, the lenders party thereto (the "Existing Lenders") and Wachovia Bank, National Association (formerly known as First Union National Bank) as administrative agent (the "Existing Agent").

Ladies and Gentlemen:

Reference is made to the Existing Credit Agreement referred to above. The Existing Agent understands that on March 4, 2005 (the "Payoff Date") the Company will cause all indebtedness and other obligations (other than contingent indemnity obligations which by their terms expressly survive the termination of the Existing Credit Agreement) of the Company and the Guarantors (defined below) to the Existing Lenders and/or the Existing Agent owing under (a) the Existing Credit Agreement, (b) that certain Guarantee and Collateral Agreement dated December 9, 1999 made by the Company and certain subsidiaries of the Company as guarantors (the "Guarantors") in favor of the Existing Agent and (c) the other credit documents related thereto (collectively, the "Existing Credit Documents"), including, without limitation, all principal, accrued interest, expenses and fees outstanding, to be repaid in full.

Subject to the conditions set forth herein and upon the receipt by the Existing Agent by 4:00 p.m., Charlotte, North Carolina time, on the Payoff Date, of the total of the amounts set forth below (the "Payoff Amount"), all in immediately available funds, the Existing Agent agrees that all obligations of the Company, the Guarantors and their respective subsidiaries under the Existing Credit Documents (other than contingent indemnity obligations which by their terms expressly survive the termination of the Existing Credit Agreement), including principal, accrued interest, expenses and fees, shall be paid in full, all Existing Credit Documents shall be terminated, all commitments of the Existing Lenders shall be terminated, all guarantees provided under the Existing Credit Documents shall be terminated and any security interest, mortgage or lien granted to the Existing Lenders and/or the Existing Agent in the personal property or real property of the Company and/or any of its subsidiaries securing amounts evidenced by the Existing Credit Documents shall automatically terminate, and the Existing Agent agrees to (a) deliver to the Company all original stock certificates and instruments (marked "Cancelled") pledged or given by the Company and/or the Guarantors to the Existing Agent and/or the

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Existing Lenders, and (b) execute and deliver to the Company mortgage satisfaction pieces and such other documents as the Company and/or the New Agent may reasonably request in connection with such termination. Further, the Existing Agent authorizes the Company and the New Agent to file such UCC-3 termination statements as the Company or the New Agent may reasonably deem necessary or appropriate in connection with the termination of the Existing Credit Documents.

As a condition to such termination, the following Payoff Amount is required:

Payoff Amount: [REDACTED]

The Existing Agent hereby instructs the Company to pay or cause to be paid the Payoff Amount by wire transfer to the following account in accordance with the following wire transfer instructions:

Wachovia Bank, National Association
Charlotte, NC
Account #: [REDACTED]
ABA #: [REDACTED]
Ref: [REDACTED]
Attention: Syndication Agency Services

[Signature page to follow.]

Your signature below shall evidence your agreement with the foregoing.

Very truly yours,

WACHOVIA BANK, NATIONAL
ASSOCIATION (formerly known as First
Union National Bank),
as Existing Agent

By: *[Signature]*
Name: David K. Hall
Title: Director

Checkpoint/Payoff Letter

Accepted and Agreed to:

CHECKPOINT SYSTEMS, INC.,
as the Company

By: Dr. Craig Burns
Name: W. CRAIG BURNS
Title: EVP, CFO AND TREASURER

Checkpoint/Payoff Letter