

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
W/S Packaging Group, Inc.		01/03/2006	CORPORATION:
Wisconsin Label Corporation		01/03/2006	CORPORATION:
Superior Label Systems, Inc.		01/03/2006	CORPORATION:
Label Universe, Inc.		01/03/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	1250 Summer Street
Internal Address:	Suite 1230
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1411300	IPOP
Registration Number:	1939310	LINER FREE
Registration Number:	1942149	MSI
Registration Number:	1942916	SWIRL
Registration Number:	2350424	PROMO EDGE
Registration Number:	2294029	WL
Registration Number:	2455176	PROMO PRISM
Registration Number:	2702135	WS PACKAGING GROUP, INC.
Registration Number:	2755291	W/S
Registration Number:	2717206	WS PACKAGING GROUP
Registration Number:	2767911	MAGNIFISTIK

OP \$590.00 1411300

Registration Number:	2787609	GIVE YOUR MARKETING AN EDGE
Serial Number:	78233336	PROMOFLAG
Serial Number:	78637378	WEBDESCRAMBLER
Serial Number:	78637381	NETDESCRAMBLER
Registration Number:	1086903	SUPERGARD
Registration Number:	1728215	SUPERIOR LABEL SYSTEMS
Registration Number:	1700970	CREATIVE MEDIA PRODUCTS
Registration Number:	1897470	MAKING COMMITMENTS AND STICKING TO THEM
Registration Number:	2411850	SUPERIOR MACHINE SYSTEMS
Registration Number:	2469071	SUPERIOR FLEX
Registration Number:	2887239	
Registration Number:	2887240	LABEL UNIVERSE

CORRESPONDENCE DATA

Fax Number: (414)297-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4142712400
Email: PTOMailMilwaukee@Foley.com
Correspondent Name: John M. Lazarus
Address Line 1: 777 East Wisconsin Avenue
Address Line 2: Foley & Lardner LLP
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	055555-6026
NAME OF SUBMITTER:	Jennifer Vandenplas
Signature:	/Jennifer Vandenplas/
Date:	01/12/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2006, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the LOC Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 3, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, Intermediate, the Lenders and the LOC Issuers from time to time party thereto, GE Capital, as Administrative Agent for the Lenders and the LOC Issuers and U.S. Bank National Association, as paying agent for the Lenders and the LOC Issuers (in such capacity, together with its successors and permitted assigns, the "Paying Agent"), the Lenders and the LOC Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Security Agreement of even date herewith in favor of the Administrative Agent (the "Amended and Restated Security Agreement"), to grant a security interest in the Collateral to secure the Secured Obligations (as defined in the Amended and Restated Security Agreement); and

WHEREAS, all of the Grantors are party to the Amended and Restated Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the LOC Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the LOC Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Amended and Restated Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Amended and Restated Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Amended and Restated Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

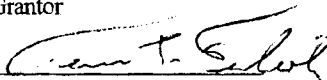
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

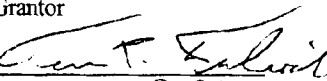
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

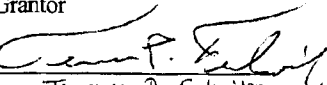
W/S Packaging Group, Inc.
as Grantor

By: 
Name: Terrence R. Fulwiler
Title: Chief Executive Officer

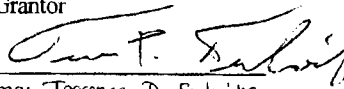
Wisconsin Label Corporation
as Grantor

By: 
Name: Terrence R. Fulwiler
Title: Chief Executive Officer

Superior Label Systems, Inc.
as Grantor

By: 
Name: Terrence R. Fulwiler
Title: President

Label Universe, Inc.
as Grantor

By: 
Name: Terrence R. Fulwiler
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

W/S Packaging Group, Inc.
as Grantor

By: _____
Name:
Title:

Wisconsin Label Corporation
as Grantor

By: _____
Name:
Title:

Superior Label Systems, Inc.
as Grantor

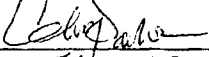
By: _____
Name:
Title:

Label Universe, Inc.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Edward N. Parkes IV
Title: Vice President and Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

MWA1263732

TRADEMARK
REEL: 003226 FRAME: 0811

ACKNOWLEDGMENT OF GRANTOR

STATE OF Wisconsin)
) ss.
COUNTY OF Kewaunee)

On this 29 day of December, 2005 before me personally appeared Terrence R. Fulwiler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wisconsin Packaging Group, Wisconsin Label Corporation, Superior Label Systems, Inc., and Label Universe, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Joseph Bungarten
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Registered Trademarks - Wisconsin Label Corporation

Reg. No.	Reg. Date	Country	Trademark
1,411,300	09/30/1986	U.S.	IPOP (to be assigned by Renaissance Mark to Wisconsin Label Corporation)
1,939,310	12/05/1995	U.S.	Liner Free & Design
1,942,149	12/19/1995	U.S.	MSI & Design
1,942,916	12/19/1995	U.S.	Swirl & Design
2,350,424	05/16/2000	U.S.	Promo Edge
2,294,029	11/23/1999	U.S.	WL Group Logo
2,455,176	05/29/2001	U.S.	Promo Prism
2,702,135	04/01/2003	U.S.	WS Packaging Group, Inc.
2,755,291	08/26/2003	U.S.	WS & Design
2,717,206	05/20/2003	U.S.	WS Packaging Group
2,767,911	09/23/2003	U.S.	Magnifistik
2,787,609	11/25/2003	U.S.	Give Your Marketing an Edge

Pending Trademarks - Wisconsin Label Corporation

App. No.	App. Date	Country	Trademark
78/233,336	04/03/2003	U.S.	Promoflag

Wisconsin State Trademarks - Wisconsin Label Corporation

Reg. No.	Reg. Date	State	Trademark
WI1018424	11/28/2001	Wisconsin	Booklet/Plus
WI1018425	11/28/2001	Wisconsin	IML Double/Dri
WI1018426	12/11/1991	Wisconsin	Label/Safe In-Pack
WI1018427	11/28/2001	Wisconsin	Opti-Therm
WI1018428	11/28/2001	Wisconsin	Secure/Fold
WI1018429	11/28/2001	Wisconsin	Secure/Release
WI023663	06/29/1988	Wisconsin	Peel-N Reseal & Design
WI023664	06/29/1988	Wisconsin	Dri/Release & Design
WI024740	01/14/1987	Wisconsin	Dri/Fold & Design
WI1024741	11/14/1987	Wisconsin	Label/Safe
WI032616	06/30/2004	Wisconsin	Clear/Dri 3
WI032618	06/30/2004	Wisconsin	Double/Dri
WI032619	06/30/2004	Wisconsin	Peel-N-Reveal
WI032620	06/30/2004	Wisconsin	Peel-N-Apply
WI032621	06/30/2004	Wisconsin	Scratch-N-Reveal
WI032622	06/30/2004	Wisconsin	Triple/Dri

WI032624	06/30/2004	Wisconsin	Clear/Dri
WI032722	06/30/2004	Wisconsin	Coupon-on-a-Cup

Common Law Trademarks – Wisconsin Label Corporation

Trademark
Coaster Talk
Match-N-Reveal
Dri/Close
Web Revealer
Web Window
Perf-N-Peel
Promo In-Pack
Promowrap
Laser Line
Duo-Badges
WL Group
Superior Machine Systems
Superior Label Systems

Pending Trademarks – WS Packaging Group, Inc.

App. No.	App. Date	Country	Trademark
78/637,378	05/25/2005	U.S.	WEBDESCRAMBLER
78/637,381	05/25/2005	U.S.	NETDESCRAMBLER

Registered Trademarks – Superior Label Systems, Inc.

Reg. No.	Reg. Date	Country	Trademark
1,086,903	03/07/1978	U.S.	Supergard
1,728,215	10/27/1992	U.S.	Superior Label Systems
1,700,970	07/14/1992	U.S.	Creative Media Products
1,897,470	06/06/1995	U.S.	Making Commitments and Sticking to Them
2,411,850	12/12/2000	U.S.	Superior Machine Systems
2,469,071	07/17/2001	U.S.	Superior Flex

Registered Trademarks – Label Universe, Inc.

Reg. No.	Reg. Date	Country	Trademark
2,887,239	09/21/2004	U.S.	Circle Swirl Logo
2,887,240	09/21/2004	U.S.	Label Universe

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]