

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
Vestcom International, Inc.		01/30/2006	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association, as agent		
Street Address:	5080 Spectrum Drive		
Internal Address:	Suite 500 East		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2229989	VESTCOM	
Registration Number:	2212352		
CORRESPONDENCE DATA			
Fax Number:	(214)855-4300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-855-4775		
Email:	awalker@jenkens.com		
Correspondent Name:	Andrea Walker		
Address Line 1:	1445 Ross Avenue		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75202-2799		
ATTORNEY DOCKET NUMBER:	66596-9 VESTCOM INT'L INC		
NAME OF SUBMITTER:	ANDREA WALKER		

CH \$65.00 2229989

Signature:	/Andrea Walker/
Date:	02/15/2006
Total Attachments: 6 source=66596-9 tm sec agmt VESTCOM INT'L INC#page1.tif source=66596-9 tm sec agmt VESTCOM INT'L INC#page2.tif source=66596-9 tm sec agmt VESTCOM INT'L INC#page3.tif source=66596-9 tm sec agmt VESTCOM INT'L INC#page4.tif source=66596-9 tm sec agmt VESTCOM INT'L INC#page5.tif source=66596-9 tm sec agmt VESTCOM INT'L INC#page6.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, Vestcom International, Inc., a New Jersey corporation ("Grantor"), owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Vector Investment Holdings, Inc. ("Holdings"), Wachovia Bank, National Association, as agent ("Secured Party"), and the lenders party thereto have entered into that certain Credit Agreement dated January 30, 2006 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Holdings, certain of its subsidiaries, including Grantor, and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter arising or acquired:

- (1) each Trademark, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business associated with, and symbolized by, each Trademark;
- (2) each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted hereunder attach to (a) any lease, license, Intellectual Property, contract right, property right or agreement to which Grantor is a party or any of its rights or interests thereunder if, and for so long as, the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, unenforceability, cancellation or voiding of any right, title or interest of Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, Intellectual Property right, contract right, property right or agreement other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition that would cause such abandonment, invalidation, unenforceability, cancellation or voiding shall be removed and, to the extent severable, shall attach immediately to any portion of such lease, license, Intellectual Property right, contract right, property right or agreement that does not result in any of the consequences specified in clause (i) or (ii) of this paragraph, including any proceeds of such lease, license, Intellectual Property right, contract right, property right or agreement.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Secured Party hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30 day of January, 2006.

Acknowledged:

GRANTOR:

VESTCOM INTERNATIONAL, INC.

By: Robert S. Bloom
Robert S. Bloom
Chief Financial Officer and Secretary

SECURED PARTY:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as agent

By: _____
Clint Bryant
Vice President

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Secured Party hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30 day of January, 2006.

Acknowledged:

GRANTOR:

VESTCOM INTERNATIONAL, INC.

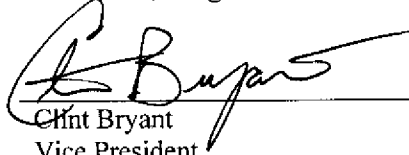
By: _____

Robert S. Bloom
Chief Financial Officer and Secretary

SECURED PARTY:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as agent

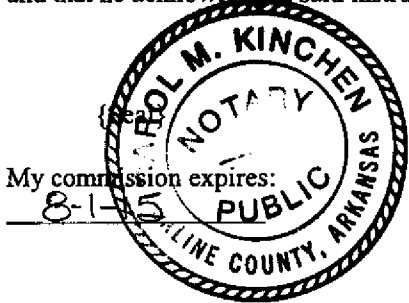
By: _____


Clint Bryant
Vice President

ACKNOWLEDGEMENT

STATE OF Arkansas §
§
COUNTY OF Saline §

On the 30th day of January, 2006, before me personally appeared Robert Bloom, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Financial Officer and Secretary of Vestcom International, Inc. who being by me duly sworn, did depose and say that he is Chief Financial Officer and Secretary of Vestcom International, Inc., the corporation described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said corporation.



Carol M. Kinchen
Notary Public

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On the ___ day of January, 2006, before me personally appeared Clint Bryant, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Wachovia Bank, National Association who being by me duly sworn, did depose and say that he is Vice President of Wachovia Bank, National Association, the association described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said association.

{Seal}

Notary Public

My commission expires:

ACKNOWLEDGEMENT

STATE OF _____ §
 COUNTY OF _____ §

On the ____ day of January, 2006, before me personally appeared Robert Bloom, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Financial Officer and Secretary of Vestcom International, Inc. who being by me duly sworn, did depose and say that he is Chief Financial Officer and Secretary of Vestcom International, Inc., the corporation described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

 Notary Public

My commission expires:

ACKNOWLEDGEMENT

STATE OF TEXAS §
 COUNTY OF DALLAS §

On the 30 day of January, 2006, before me personally appeared Clint Bryant, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Wachovia Bank, National Association who being by me duly sworn, did depose and say that he is Vice President of Wachovia Bank, National Association, the association described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said association.



 Notary Public

My commission expires:

06.25.09

Schedule 1
to Trademark
Security Agreement

Country	Mark	Reg No.	Reg Date	Record Owner
US Federal	VESTCOM	2,229,989	3/9/99	Vestcom International, Inc.
US Federal	VESTCOM	2,212,352	12/22/98	Vestcom International, Inc.