

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vestcom New Century, LLC		01/30/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association, as agent
<b>Street Address:</b>	5080 Spectrum Drive
<b>Internal Address:</b>	Suite 500 East
<b>City:</b>	Addison
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75001
<b>Entity Type:</b>	national banking association:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2556525	DUPE GUARD
Registration Number:	2666305	FASTAG
Registration Number:	2437445	FAST TALKER
Registration Number:	2435619	
Registration Number:	1919665	GTI
Registration Number:	2261083	GTI
Registration Number:	1162732	LASERLABEL
Registration Number:	2465373	MAGZ
Registration Number:	2582627	MEAL TICKET
Registration Number:	2468150	TAGLINE
Registration Number:	2438924	ULTRA CARD
Registration Number:	2449590	ULTRA SIGN

**CH \$315.00 2556525**

CORRESPONDENCE DATA

Fax Number: (214)855-4300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 NEW CENTU
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	03/10/2006

Total Attachments: 6  
source=66596-9 Vestcom New Century tm sec agr#page1.tif  
source=66596-9 Vestcom New Century tm sec agr#page2.tif  
source=66596-9 Vestcom New Century tm sec agr#page3.tif  
source=66596-9 Vestcom New Century tm sec agr#page4.tif  
source=66596-9 Vestcom New Century tm sec agr#page5.tif  
source=66596-9 Vestcom New Century tm sec agr#page6.tif

## TRADEMARK SECURITY AGREEMENT

WHEREAS, Vestcom New Century, LLC, a Delaware limited liability company ("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 NEW CENTURY, LLC

By:   
\_\_\_\_\_  
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 NEW CENTURY, LLC

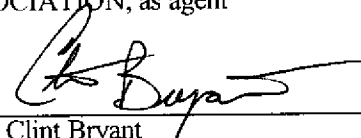
By: \_\_\_\_\_

Robert S. Bloom  
Chief Financial Officer and Secretary

**SECURED PARTY:**

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as agent

By: \_\_\_\_\_

  
Clint Bryant  
Vice President





Schedule 1  
to Trademark  
Security Agreement

US Federal	DUPEGUARD	2,556,525	4/2/02	Vestcom New Century, LLC
US Federal	FASTAG	2,666,305	12/24/02	Vestcom New Century, LLC
US Federal	FASTALKER	2,437,445	3/20/01	Vestcom New Century, LLC
US Federal	GTI LOGO DESIGN (BEEHIVE)	2,435,619	3/13/01	Vestcom New Century, LLC
US Federal	GTI AND LOGO DESIGN	1,919,665	9/19/95	Vestcom New Century, LLC
US Federal	GTI	2,261,083	7/13/99	Vestcom New Century, LLC
US Federal	LASERLABEL	1,162,732	7/28/81	Vestcom New Century, LLC
US Federal	MAGZ	2,465,373	7/3/01	Vestcom New Century, LLC
US Federal	MEALTICKET	2,582,627	6/18/02	Vestcom New Century, LLC
US Federal	TAGLINE	2,468,150	7/10/01	Vestcom New Century, LLC
US Federal	ULTRACARD	2,438,924	3/27/01	Vestcom New Century, LLC
US Federal	ULTRASIGN	2,449,590	5/8/01	Vestcom New Century, LLC

Schedule 1 to Trademark Security Agreement, Solo Page  
DALLAS2 1142408v1 66596-00009