

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 |
|-------------------------|----------|----------------|-----------------------|
| York Tape & Label, Inc. | | 04/05/2007 | CORPORATION: DELAWARE |
| BJK Holdings, Inc. | | 04/05/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | General Electric Capital Corporation, as Agent |
| Street Address: | 500 West Monroe |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 2781647 | Y |
| Registration Number: | 2777152 | YORK LABEL |

CORRESPONDENCE DATA

Fax Number: (312)577-4782

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312.577.8525

Email: terese.scholl@kattenlaw.com

Correspondent Name: KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:

Terese Scholl

Signature:

/Terese Scholl/

Date:

05/11/2007

CH \$65.00 2781647

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2007, 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 (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 5, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and 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 L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and 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 Agent for the benefit of the Secured Parties, and grants to the 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 (including, without limitation, that certain License Agreement dated as of May 6, 1997 by and between BJK

Holdings, Inc., a Delaware corporation ("BJK") and York Tape & Label, Inc., a Delaware corporation ("York") as the successor by merger to York Tape & Label, Inc., a Pennsylvania corporation, as amended or otherwise modified from time to time (the "Intercompany License") 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. Amendment to Intercompany License. BJK, as licensor, and York, as licensee, each acknowledge and agree that the Intercompany License hereby is amended by deleting from Paragraph 1 thereof the phrase "the interest of National City Bank of Pennsylvania, as Agent for the benefit of all Lenders under a certain Credit Agreement of even date herewith, pursuant to a certain Patent Collateral Assignment and a certain Trademark Security Agreement, each of even date herewith" and substituting therefor: "the interest of General Electric Capital Corporation, as Agent for the benefit of all Lenders and L/C Issuers under that certain Credit Agreement dated as of April 5, 2007, as amended, restated, supplemented or otherwise modified from time to time, pursuant to that certain Patent Security Agreement and that certain Trademark Security Agreement, each dated as of April 5, 2007."

Section 4. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. 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 Trademark and IP Licenses subject to a security interest hereunder.

Section 6. 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 7. 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 Illinois.

[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,

YORK TAPE & LABEL, INC., a
Delaware corporation, as a Grantor

By: Richard J. Egan
Name: Richard J. Egan
Title: President & CEO

BJK HOLDINGS, INC., a Delaware
corporation, as a Grantor

By: Richard J. Egan
Name: Richard J. Egan
Title: President & CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

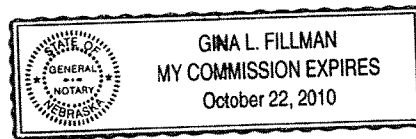
State of Nebraska)

County of Douglas)

ss.

On this 2nd day of April, 2007 before me personally appeared Richard J. Egar proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BJK Holdings, Inc., a Delaware corporation, 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.

Gina L. Fillman
Notary Public



ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT

ACKNOWLEDGMENT OF GRANTOR

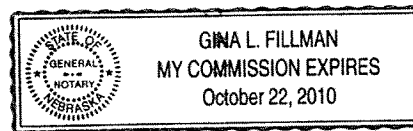
State of Nebraska)

County of Douglas)

ss.

On this 20th day of April, 2007 before me personally appeared Richard S. Egas proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of York Tape & Label, Inc. a Delaware corporation, 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.

Gina L. Fillman
Notary Public



ACKNOWLEDGEMENT OF GRANTOR FOR 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,

YORK TAPE & LABEL, INC., a
Delaware corporation, as a Grantor

By: _____
Name: _____
Title: _____

BJK HOLDINGS, INC., a Delaware
corporation, as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent


By: [Signature]
Name: Douglas Kell
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark Schedule:

| <u>Name of Owner</u> | <u>Trademark</u> | <u>Reg. #</u> | <u>Reg. Date</u> |
|-----------------------|---|---------------|------------------|
| BJK Holdings, Inc. |  | 2781647 | 11/11/03 |
| BJK Holdings, Inc. | YORK LABEL | 2777152 | 10/28/03 |

Unregistered Trademarks

York Label
ILC
Industrial Label Corporation

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

| <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>License Number</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|--|-----------------------|----------------------------|---------------------------|---------------------------|---|
| Patent and Trademark License Agreement* | BJK Holdings, Inc. | York Tape & Label, Inc. | n/a | 05/06/97 | 20 years from date of execution, subject to 20 year periods of automatic renewal, unless at least 6 months prior to the expiration of the then current term of the license, York Tape & Label, Inc. notifies BJK Holdings, Inc. of its decision not to renew the license. |

*Licensed trademarks under this agreement include:

Trademark

Reg. #
2781647

Reg. Date
11/11/03



YORK LABEL

2777152

10/28/03