

## 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		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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 60601		
NAME OF SUBMITTER:	Terese Scholl		
Signature:	/Terese Scholl/		
Date:	05/14/2007		

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**Total Attachments: 7**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN 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 Second Lien Collateral Agent (in such capacity, "Second Lien Collateral Agent") for the Lenders and the other Secured Parties (as such terms are defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Second Lien 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 from time to time party thereto and GE Capital, as Agent for the Lenders and Second Lien Collateral Agent, the Lenders 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 Second Lien 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 Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Second Lien Collateral Agent and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Second Lien Collateral 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 Second Lien Collateral Agent for the benefit of the Secured Parties, and grants to the Second Lien Collateral 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, and York Tape & Label, Inc., a Delaware corporation, 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. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are (i) subject to the terms and conditions of the Intercreditor Agreement (as defined below) and (ii) 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 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 Trademark 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 Illinois.

Section 7. Intercreditor Agreement. Second Lien Collateral Agent, First Lien Agent, Grantors and the other Borrowers have entered into that certain Intercreditor

Agreement of event date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement"). To the extent any provision of this Second Lien Trademark Security Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control. Without limiting the generality of the foregoing, until the Payment in Full of the First Lien Obligations (as such terms are defined in the Intercreditor Agreement), (a) any assignment or transfer of Collateral hereunder to Second Lien Collateral Agent shall be to the First Lien Agent, (b) any request or consent of Second Lien Collateral Agent required or made hereunder shall be deemed to be required or made by the First Lien Agent, (c) any deliver of any Collateral or any other item to Second Lien Collateral Agent required hereunder shall be to the First Lien Agent, (d) any right of the Second Lien Collateral Agent to assert any claims on behalf of a Grantor shall be vested in the First Lien Agent, (e) the Second Lien Collateral Agent (or its nominee) shall not exercise any rights pursuant to its appointment as attorney-in-fact pursuant to Section 7.1 of the Guaranty and Security Agreement and (f) Second Lien Collateral Agent shall not exercise any voting or other consensual rights set forth in Section 5.3(d) of the Guaranty and Security Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien 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: TJ Egan  
Name: Richard J. Egan  
Title: PRESIDENT & CEO

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

By: TJ Egan  
Name: Richard J. Egan  
Title: PRESIDENT & CEO

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Second Lien Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

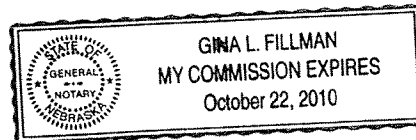
ACKNOWLEDGMENT OF GRANTOR

State of Nebraska )

County of Douglas ) SS.

On this 2<sup>ND</sup> 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 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 SECOND LIEN TRADEMARK SECURITY AGREEMENT


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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