

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
Spear USA, LLC		06/02/2008	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Bank of Scotland PLC		
Street Address:	The Mound		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Postal Code:	EH1 1YZ		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2641787	SPEAR	
Registration Number:	2712564	CLEAR & SIMPLE	
Registration Number:	2552143		
CORRESPONDENCE DATA			
Fax Number:	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128598000		
Email:	pearssa@friedfrank.com		
Correspondent Name:	Sarah Hinchliff Pearson		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried, Frank, Harris, Shriver & Jacobson		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	10661-4		

CH \$90.00 2641787

DOMESTIC REPRESENTATIVE

900108188

TRADEMARK
REEL: 003790 FRAME: 0013

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Sarah H. Pearson

Signature:

/Sarah pearson/

Date:

06/04/2008

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of June 2, 2008, is made by GarDoc, Inc., a New Hampshire corporation (“GarDoc”) and Spear USA, LLC, an Ohio limited liability company (“Spear”, together with GarDoc, the “Grantors”), in favor of Bank Of Scotland PLC (formerly The Governor and Company of the Bank of Scotland) (Registered Number SC327000), a company incorporated in Scotland having its registered office at The Mound, Edinburgh EH1 1YZ, as security trustee for itself, the Banks, and the Hedging Bank (each hereinafter defined) and its successors (in such capacity, the “Security Trustee”). All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them under the Security Agreements (as referenced below).

WHEREAS, GarDoc has entered into that certain Security Agreement, dated as of September 15, 1999, and Spear has entered into that certain Security Agreement, dated as of September 15, 1999 (collectively, as amended, amended and restated, supplemented or otherwise modified from time to time, “Security Agreements”), in each in case, in favor of the Security Trustee;

WHEREAS, pursuant to the Security Agreements, each of the Grantors has granted to the Security Trustee a continuing security interest in and to all General Intangibles of the Grantors, including, without limitation, the Patent Collateral and the Marks Collateral; and

WHEREAS, the Grantors have agreed to execute this IP Security Agreement, for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities, as applicable, to confirm the grant of the continuing security interest in and to the patents, patent applications, trademark registrations and trademark applications under the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Trustee, and hereby confirms the grant to the Security Trustee, a security interest pursuant to the Security Agreements, and as of the effective date of the Security Agreements, in all of such Grantor’s right, title and interest in and to the following:

- (a) the patents and patent applications set forth in Schedule A hereto; and
- (b) the trademark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in any United States intent-to-use trademark applications until an amendment to allege use or statement of use has been filed and accepted by the United States Patent and Trademark Office), together with the goodwill symbolized thereby.

SECTION 2. Security for Obligations. The grant of a security interest by each Grantor under this IP Security Agreement secures the payment of and performance of all Obligations under the Security Agreements.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer in any other jurisdiction record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreements. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

[SIGNATURE PAGES AND SCHEDULES FOLLOW]

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

GARDOC, INC.

By: MH
Name: Michael Henry
Title Vice President

SPEAR USA, LLC

By: MH
Name: Michael Henry
Title Vice President

BANK OF SCOTLAND PLC, AS SECURITY TRUSTEE

By: _____
Name:
Title

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

GARDOC, INC.

By: _____
Name:
Title

SPEAR USA, LLC

By: _____
Name:
Title

BANK OF SCOTLAND PLC, AS SECURITY TRUSTEE

By: Douglas Archibald
Name: DOUGLAS ARCHIBALD
Title: ASSOCIATE DIRECTOR

SCHEDULE A
PATENTS AND TRADEMARKS

(A) GARDOC, INC.

US Patent No.	5,284,363	multi-layer hinged label
US Patent No.	5,043,201	Method of forming a patterned aluminum layer and article

(B) SPEAR USA, LLC

I. Patents/Patent Applications

US Patent No.	5,259,912	In Line Labeler
US Patent No.	5,259,913	Rotary Labeler
US Patent No.	6,818,271	Adhesive coated thin film label
US Patent No.	7,090,907	Adhesive coated label having tactile feel
US Patent No.	7,185,453	Label having improved aesthetic appearance
US Application Serial No.	11/542,427	Quality control system and method for moving web material
US Application Serial No.	11/681,936	Vertical feed system for non-seamed shrink labels
US Application Serial No.	11/748,250	System and method for determining product counterfeiting and diversion
US Application Serial No.	12/020,737	Method and apparatus for applying pressure sensitive adhesive labels to containers

II. Trademarks/Trademark Applications

US Registration No.	2,641,787	SPEAR
US Registration No.	2,712,564	CLEAR & SIMPLE
US Registration No.	2,552,143	LOGO (Spinnaker)
US Application No.	78/903716	TACTIGRAPHICS
US Application No.	77/005383	THERMOWASH
US Application No.	77/005352	THERMOSTAY