

## 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:	Straumur-Burdaras Investment Bank
Street Address:	21 Sackville Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1S 3DN
Entity Type:	COMPANY: ICELAND

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

Phone: 212-859-8000

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

DOMESTIC REPRESENTATIVE

900108337

TRADEMARK  
REEL: 003791 FRAME: 0320

CH \$90.00 2641787

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

NAME OF SUBMITTER:

Sarah H. Pearson

Signature:

/sarah pearson/

Date:

06/06/2008

Total Attachments: 5

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SECOND LIEN  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN 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 Straumur-Burdaras Investment Bank hf., a company incorporated in Iceland, as security trustee for itself, the Banks, and the Hedging Bank (each hereinafter defined) and its successors (in such capacity, the “Second Lien Security Trustee”). All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them under the Second Lien Security Agreement (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, “First Lien Security Agreements”), in each in case, in favor of Bank Of Scotland PLC (“First Lien Security Trustee”);

WHEREAS, pursuant to the First Lien Security Agreements, each of the Grantors has granted to the First Lien 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;

WHEREAS, the Grantors have entered into that certain Security Agreement, dated as of May 30, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, “Second Lien Security Agreement”), in favor of the Second Lien Security Trustee;

WHEREAS, pursuant to the Second Lien Security Agreement, each of the Grantors has granted to the Second Lien 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, which security interest is junior to the security interest granted to the First Lien Security Trustee under the First Lien Security Agreements; 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 Second Lien Security Agreement.

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 Second Lien Security Trustee, and hereby confirms the grant to the Second Lien Security Trustee, a security interest

pursuant to the Second Lien Security Agreement 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 Second Lien Security Agreement; provided that such security interest shall be junior to, and shall be subject to, the grant of the security interest under the First Lien Security Agreements and the rights of the First Lien Security Trustee under the First Lien 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 Second Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Security Trustee are more fully set forth in the Second Lien Security Agreement, 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

STRAUMUR-BURDARAS INVESTMENT  
BANK HF., AS SECURITY TRUSTEE

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

EXECUTION COPY

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.

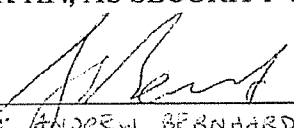
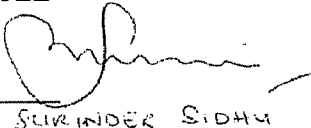
GARDOC, INC.

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

SPEAR USA, LLC

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

STRAUMUR-BURDARAS INVESTMENT  
BANK HF., AS SECURITY TRUSTEE

By:    
Name: ANDREW BERNHARDT      SUKINDER SIDHU  
Title: MANAGING DIRECTOR      VICE PRESIDENT

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