

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
BJK Holdings, Inc.		08/08/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	1455 Market Street, 5th Floor		
City:	San Fransisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2777152	YORK LABEL	
Registration Number:	2781647	Y	
Serial Number:	77460487	CAMEO CRAFTS A YORK LABEL COMPANY	
Serial Number:	77459895	CAMEO CRAFTS	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	681851		
NAME OF SUBMITTER:	Jean Paterson		

CH \$115.00 2777152

Signature:

/Jean Paterson/

Date:

08/12/2008

Total Attachments: 6

source=8-12-08 BJK Holdings_TM#page1.tif

source=8-12-08 BJK Holdings_TM#page2.tif

source=8-12-08 BJK Holdings_TM#page3.tif

source=8-12-08 BJK Holdings_TM#page4.tif

source=8-12-08 BJK Holdings_TM#page5.tif

source=8-12-08 BJK Holdings_TM#page6.tif

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BJK Holdings, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 08/08/2008

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.,

Internal Address: as Administrative Agent

Street Address: 1455 Market Street, 5th Floor

City: San Francisco State: CA Zip: 94103

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy

Name of Person Signing



Signature

August 8, 2008

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A. ("Bank of America"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative 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 August 8, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among LabelCorp Holdings, Inc., a Delaware corporation (upon and after the Merger, the "US Borrower"), Adhesion Sub, Inc., a Delaware corporation (prior to the Merger, the "US Borrower"), Holdings, Adhesion Sub Canada Ltd., a Canadian corporation (prior to the Amalgamation, the "Canadian Borrower"), to be amalgamated on or about the Closing Date with York Label Canada, Ltd., a Canadian corporation (with the corporation resulting from the Amalgamation being referred to as "Canadian Borrower" upon and after the Amalgamation), the other Credit Parties party thereto, the Lenders, the L/C Issuers from time to time party thereto and Bank of America, as Administrative 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 Borrower 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 Administrative 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 Administrative 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 Administrative 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 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 Trademarks 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.

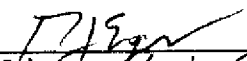
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

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

By: 
Name: *Richard J. Egan*
Title: *President*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003834 FRAME: 0072

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Robert Rittelmeier

Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003834 FRAME: 0073

Schedule 1

Trademarks

Mark	Owner/ Applicant	Country	Serial No.	Applications Date	Registration No.	Registration Date
York Label	BJK Holdings, Inc	United States	76121396	9/5/2000	2777152	10/28/2003
Y and Design	BJK Holdings, Inc.	United States	76469064	11/21/2002	2781647	11/11/2003
Cameo Crafts A York Label Company and Design	BJK Holdings, Inc.	United States	77460487	4/29/2008	-	-
Cameo Crafts	BJK Holdings, Inc.	United States	77459895	4/28/2008	-	-