

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
York Canada, Ltd./Etiquette York Canada, Ltee		08/08/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	1455 Market Street, 5th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2812092	LABELSCRIPT	
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		
Signature:	/Jean Paterson/		

CH \$40.00 2812092

Date:

08/12/2008

Total Attachments: 63

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

York Canada, Ltd./Etiquette York Canada, Ltee

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

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) _____

B. Trademark Registration No.(s) 2812092

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: _____

1

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: 

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

JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of August 8, 2008, is delivered pursuant to Section 8.6 of the Guarantee, Pledge and Security Agreement, dated as of August 8, 2008, by Adhesion Sub Canada Ltd. (the "Canadian Borrower") and the Affiliates of the Canadian Borrower from time to time party thereto as Grantors in favour of the Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (the "Guarantee, Pledge and Security Agreement"). Capitalized terms used herein without definition are used as defined in the Guarantee, Pledge and Security Agreement.


By executing and delivering this Joinder Agreement, the undersigned, (i) hereby becomes a Credit Party (as defined in the Credit Agreement) and agrees to be bound by all of the terms and conditions of the Credit Agreement, and (ii) as provided in Section 8.6 of the Guarantee, Pledge and Security Agreement, hereby becomes a party to the Guarantee, Pledge and Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, 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, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Canadian Secured Parties, and grants to the Administrative Agent for the benefit of the Canadian Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the Collateral of the undersigned and expressly assumes all obligations and liabilities of a Grantor thereunder. The undersigned hereby agrees to be bound as a Grantor for the purposes of the Guarantee, Pledge and Security Agreement.

The information set forth in Annex 1-A is hereby added to the information set forth in Schedules 1 through 5 to the Guarantee, Pledge and Security Agreement. By acknowledging and agreeing to this Joinder Agreement, the undersigned hereby agree that this Joinder Agreement may be attached to the Guarantee, Pledge and Security Agreement and that the Pledged Collateral listed on Annex 1-A to this Joinder Amendment shall be and become part of the Collateral referred to in the Guarantee, Pledge and Security Agreement and shall secure all Secured Obligations of the undersigned.


The undersigned hereby represents and warrants that each of the representations and warranties contained in (i) Article III of the Credit Agreement, and (ii) Article IV of the Guarantee, Pledge and Security Agreement, applicable to it is true and correct on and as the date hereof as if made on and as of such date, except to the extent such representation and warranty relates to an earlier date.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS JOINDER AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.


**YORK LABEL CANADA, LTD. /
ÉTIQUETTE YORK CANADA, LTÉE**
as Grantor

By: 
Name: RICHARD J. EGAN
Title: PRESIDENT

120635 CANADA INC.
as Grantor

By: 
Name: RICHARD J. EGAN
Title: PRESIDENT

**CORPCO GRAPHICS INC. / LES
GRAPHIQUES CORPCO INC.**
as Grantor

By: 
Name: RICHARD J. EGAN
Title: PRESIDENT

ACKNOWLEDGED AND AGREED
as of the date first above written:

ADHESION SUB CANADA LTD.

By: _____

Name: Richard J. Egan
Title: PRESIDENT

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____

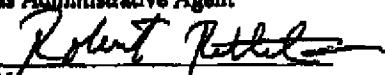
Name:
Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

ADHESION SUB CANADA LTD.

By: _____
Name:
Title:

BANK OF AMERICA, N.A.
as Administrative Agent

By: 
Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

ANNEX 1-A

[Schedules Attached]

SCHEDULE 1
TO GUARANTEE, PLEDGE AND SECURITY AGREEMENT

FILINGS

Filing of a financing statement against each of the Canadian Borrower, 120635 Canada Inc., Corpco Graphics Inc./Les Graphiques Corpco Inc. and each additional Grantor under the *Personal Property Security Act* (Ontario).

SCHEDULE 2
TO GUARANTEE, PLEDGE AND SECURITY AGREEMENT

JURISDICTION OF ORGANIZATION; CHIEF EXECUTIVE OFFICE

Legal Name of Entity	Jurisdiction of Organization	Chief Executive Office
York Label Canada, Ltd. / Étiquette York Canada, Ltée	Canada	666 Montee de Liesse Montreal, Quebec H4T 1P2
120635 Canada Inc.	Canada	666 Montee de Liesse Montreal, Quebec H4T 1P2
Corpco Graphics Inc. / Les Graphiques Corpco Inc	Quebec	666 Montee de Liesse Montreal, Quebec H4T 1P2

Prior corporate or legal names:

Current Legal Name	Prior legal name	Date of change
York Label Canada, Ltd. / Étiquette York Canada, Ltée	Cameo Crafts Graphics International Inc.	October 24, 2007 ¹
York Label Canada, Ltd. / Étiquette York Canada, Ltée	Cameo Crafts Graphic Industries Limited	October 24, 2007 ²
York Label Canada, Ltd. / Étiquette York Canada, Ltée	Platco Graphic Industries Inc.	October 24, 2007 ³
York Label Canada, Ltd. / Étiquette York Canada, Ltée	Cameo LabelCorp Corporation Cameo LabelCorp	April 1, 2008

¹ Name change occurred in connection with amalgamation of Cameo LabelCorp Corporation, Cameo Crafts Graphics International Inc., Cameo Crafts Graphic Industries Limited and Platco Graphic Industries, Inc. effective on October 24, 2007, with Cameo LabelCorp Corporation as the surviving entity (which subsequently changed its name on April 1, 2008 to York Label Canada, Ltd. / Étiquette York Canada, Ltée)

² Id.

³ Id.

SCHEDULE 3
TO GUARANTEE, PLEDGE AND SECURITY AGREEMENT

LOCATION OF INVENTORY AND EQUIPMENT

York Label Canada, Ltd. / Étiquette York Canada, Ltée

Chief Executive Office:

666 Montee de Liesse
Montreal, Quebec H4T 1P2

Principal Place of Business:

666 Montee de Liesse
Montreal, Quebec H4T 1P2

120635 Canada Inc.

Chief Executive Office:

666 Montee de Liesse
Montreal, Quebec H4T 1P2

Principal Place of Business:

666 Montee de Liesse
Montreal, Quebec H4T 1P2

Corpco Graphics Inc. / Les Graphiques Corpco Inc.

Chief Executive Office:

666 Montee de Liesse
Montreal, Quebec H4T 1P2

Principal Place of Business:

666 Montee de Liesse
Montreal, Quebec H4T 1P2

SCHEDULE 4
TO GUARANTEE, PLEDGE AND SECURITY AGREEMENT

PLEDGED COLLATERAL

Pledged Stock

Pledged Entity	Pledgor	Class of Stock/Type of Equity Securities	Certificate Number(s)	Number of Shares	Percentage of Outstanding Shares
120635 Canada Inc.	York Label Canada, Ltd. / Étiquette York Canada, Ltée	Class A	No. 3	10	<u>100%</u>
Les Graphiques Corpco Inc. / Corpco Graphics Inc.	York Label Canada, Ltd. / Étiquette York Canada, Ltée	Common Shares	C-9	1,000	<u>100%</u>

SCHEDULE 5
TO GUARANTEE, PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

York Label Canada, Ltd. / Étiquette York Canada, Ltée

(i) Intellectual Property

Trademarks

Mark	Owner/ Applicant	Country	Serial No.	Applications Date	Registration No.	Registration Date
Labelscript	Cameo Crafts Graphic Industries Limited / Industries Graphiques Cameo Crafts Limitee*	United States	76231683	3/27/2001	2812092	02/10/2004
Unilabel	Cameo LabelCorp. Corporation*	Canada	0523003	06/04/1984	TMA313669	04/25/1986
Labelscript	Cameo LabelCorp. Corporation*	Canada	1085560	12/07/2000	TMA583959	06/17/2003

Patents

Owner	Patent No.	Issue Date	Application No.	Filing Date	Description	Country
Cameo Crafts Graphic Industries Limited*	6,637,775	10/28/2003	10/091,550	3/7/2002	Two-ply label for pharmaceutical products	United States
Cameo Labelcorp. Corporation*	-	-	2421359	03/07/2003	Two-ply label for pharmaceutical products	Canada

* York Label Canada, Ltd. / Étiquette York Canada, Ltée is the corporation resulting from the amalgamation of Cameo LabelCorp Corporation, Cameo Crafts Graphics International Inc., Cameo Crafts Graphic Industries Limited and Platco Graphic Industries, Inc. effective on October 24, 2007, with Cameo LabelCorp Corporation as the surviving entity (which subsequently changed its name on April 1, 2008 to York Label Canada, Ltd. / Étiquette York Canada, Ltée)

(ii) Material Licensed Intellectual Property

Agreement dated July 1997 by and among David J. Instance Limited, David J. Instance and Cameo Crafts Graphic Industries Limited.

Patent License Agreement dated June 28, 1991 by and between LabelTech Limited and Cameo Crafts Graphics Industries Limited.

CRC Information Systems, Inc. License and Maintenance Agreement dated March 1, 2002 by and between CRC Information Systems, Inc. and Cameo Crafts.

Purchase Agreements dated March 1, 2002 and April 26, 2004 by and between CRC Information Systems, Inc. and Cameo Crafts.

Maintenance and Support Service Agreement dated January 1, 2008 by and between ProXpert, 9077-8127 Quebec Inc. and Cameo LabelCorp Corporation.

IT Consulting Contract between Cameo Crafts Graphic Industries Ltd. and 9077-8127 Quebec Inc. ("Proxpert") signed May 23, 2004 for property rights in a software application (cameo.exe) created exclusively for Cameo Graphic Industries Ltd.

120635 Canada Inc.

Nil.

Corpco Graphics Inc. / Les Graphiques Corpco Inc.

Nil.

GUARANTEE, PLEDGE AND SECURITY AGREEMENT

Dated as of August 8, 2008

among

ADHESION SUB CANADA LTD., a Canadian corporation
(to be amalgamated with York Label Canada, Ltd. on the Closing Date)

and

Each Other Grantor
From Time to Time Party Hereto

and

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

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GUARANTEE, PLEDGE AND SECURITY AGREEMENT, dated as of August 8, 2008, by Adhesion Sub Canada Ltd. (to be amalgamated with York Label Canada, Ltd., as Canadian borrower, on the Closing Date, the "Canadian Borrower") and each of the other entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 8.6 (together with the Canadian Borrower, the "Grantors"), in favour 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 Canadian Lenders and each other Canadian Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of August 8, 2008 (as amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among the Canadian Borrower, LabelCorp Holdings, Inc., Adhesion Sub, Inc. Adhesion Intermediate Holdings, Inc. ("Holdings"), the other Credit Parties party thereto, the Canadian Lenders, the Canadian L/C Issuer from time to time party thereto and Bank of America, as Administrative Agent for the Canadian Lenders and the Canadian L/C Issuer, the Canadian Lenders and the Canadian L/C Issuer have among other things severally agreed to make extensions of credit to the Canadian Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed to guarantee the Canadian Obligations (as defined in the Credit Agreement) of the Canadian Borrower;

WHEREAS, each Grantor will derive substantial direct and indirect benefits from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Canadian Lenders to make their respective extensions of credit to the Canadian Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Canadian Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Canadian Lenders to make their respective extensions of credit to the Canadian Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

ARTICLE I

DEFINED TERMS

Section 1.1 Definitions. (a) Capital terms used herein without definition are used as defined in the Credit Agreement.

(b) The following terms have the meanings given to them in the PPSA and terms used herein without definition that are defined in the PPSA have the meanings given to them in the PPSA (such meanings to be equally applicable to both the singular and plural forms of the terms defined): “account”, “certificated security”, “chattel paper”, “documents of title”, “equipment”, “fixture”, “goods”, “intangible”, “instruments”, “inventory”, “motor vehicle”, “proceeds”, “securities account”, “security” and “security entitlement”.

(c) The following terms shall have the following meanings:

“Agreement” means this Guarantee, Pledge and Security Agreement.

“Applicable IP Office” means the Canadian Intellectual Property Office, the Canadian Industrial Design Office or any similar office or agency within or outside Canada.

“Cash Collateral Account” means a deposit account or securities account subject, in each instance, to a Control Agreement, other than accounts established to cash collateralize Canadian L/C Reimbursement Obligations.

“Collateral” has the meaning specified in Section 3.1.

“Deposit Account” means a demand, savings, passbook, or similar account maintained with a bank or other deposit taking institution.

“Excluded Deposit Account” shall mean (i) any deposit account that contains solely funds held by a Grantor in a custodial, trust or other fiduciary capacity and (ii) any deposit account the average daily balance of which (x) individually shall not exceed \$10,000 and (y) in the aggregate, together with the average daily balance of all such other deposit accounts excluded pursuant to this clause (ii), shall not exceed \$50,000.

“Excluded Property” means, collectively, (i) any permit or license or any Contractual Obligation entered into by any Grantor (A) that prohibits or requires the consent of any Person (other than the Canadian Borrower and its Affiliates) (which has not been obtained) as a condition to, the creation by such Grantor of a Lien on any right, title or interest in such permit, license or Contractual Obligation or (B) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien or any right, title or interest in such permit, license or Contractual Obligation, but only, with respect to the prohibition in (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the PPSA or any other Requirement of Law, (ii) Stock and Stock Equivalents that cannot be pledged hereunder without the consent of a third party shareholder (other than any Grantor), (iii) Property owned by any Grantor that is subject to a purchase money Lien or a Capital Lease incurred under Section 5.5(d) of the Credit Agreement if the Contractual Obligation pursuant to which such Lien is granted (or in the document providing for such Capital Lease) prohibits or requires the consent of any Person other than the Canadian Borrower and its Affiliates which has not been obtained as a condition to the creation of any other Lien on such Property and

(iv) any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed); provided, however, “Excluded Property” shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property or unless such proceeds are necessary to satisfy any obligations with respect to any Lien, which is permitted pursuant to the Credit Agreement).

“Guaranteed Obligations” has the meaning set forth in Section 2.1.

“Guarantor” means each Grantor, other than the Canadian Borrower.

“Guarantee” means the guarantee of the Guaranteed Obligations made by the Guarantors as set forth in this Agreement.

“Internet Domain Name” means all right, title and interest (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to internet domain names.

“Investment Property” means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract or commodity account.

“Material Intellectual Property” means Intellectual Property that is owned by or licensed to a Grantor and material to the conduct of any Grantor’s business.

“Pledged Certificated Stock” means all certificated securities and any other Stock or Stock Equivalent of any Person evidenced by a certificate, instrument or other similar document, in each case owned by any Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including all Stock and Stock Equivalents listed on Schedule 4.

“Pledged Collateral” means, collectively, the Pledged Stock and the Pledged Debt Instruments.

“Pledged Debt Instruments” means all right, title and interest of any Grantor in instruments evidencing any Indebtedness owed to such Grantor or other obligations, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including all Indebtedness described on Schedule 5, issued by the obligors named therein.

“Pledged Investment Property” means any investment property of any Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, other than any Pledged Stock or Pledged Debt Instruments.

“Pledged Stock” means all Pledged Certificated Stock and all Pledged Uncertificated Stock.

“Pledged ULC Shares” shall mean the Pledged stock which are shares in the capital stock of a ULC.

“Pledged Uncertificated Stock” means any Stock or Stock Equivalent of any Person that is not Pledged Certificated Stock, including all right, title and interest of any Grantor as a limited or general partner in any partnership not constituting Pledged Certificated Stock or as a member of any limited liability company, all right, title and interest of any Grantor in, to and under any Organization Document of any partnership or limited liability company to which it is a party, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including in each case those interests set forth on Schedule 4, to the extent such interests are not certificated.

“PPSA” means the *Personal Property Security Act* (Ontario); provided, that if the attachment, perfection or priority of the Canadian Secured Party’s security interests in any Collateral are governed by the personal property security laws of any jurisdiction other than Ontario, PPSA shall mean those personal property laws in such other jurisdiction in Canada for the purpose of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

“Secured Obligations” has the meaning set forth in Section 3.2.

“Securities Laws” means applicable federal, provincial, state, territorial or foreign securities laws and regulations.

“Software” means (a) all computer programs, including source code and object code versions, (b) all data, databases and compilations of data, whether machine readable or otherwise, and (c) all documentation, training materials and configurations related to any of the foregoing.

“ULC” shall mean any unlimited liability company or unlimited liability corporation existing under the laws of any province or territory of Canada and any successor to any such unlimited liability company or unlimited liability corporation.

Section 1.2 Certain Other Terms.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The terms “herein”, “hereof” and similar terms refer to this Agreement as a whole and not to any particular Article, Section or clause in this Agreement. References herein to an Annex, Schedule, Article, Section or clause refer to the appropriate Annex or Schedule to, or Article, Section or clause in this Agreement. Where the context requires, provisions relating to any Collateral when used in relation to a Grantor shall refer to such Grantor’s Collateral or any relevant part thereof.

(b) Other Interpretive Provisions.

(i) Defined Terms. Unless otherwise specified herein or therein, all terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto.

(ii) The Agreement. The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(iii) Certain Common Terms. The term "including" is not limiting and means "including without limitation."

(iv) Performance; Time. Whenever any performance obligation hereunder (other than a payment obligation) shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the next succeeding Business Day. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including." If any provision of this Agreement refers to any action taken or to be taken by any Person, or which such Person is prohibited from taking, such provision shall be interpreted to encompass any and all means, direct or indirect, of taking, or not taking, such action.

(v) Contracts. Unless otherwise expressly provided herein, references to agreements and other contractual instruments, including this Agreement and the other Loan Documents, shall be deemed to include all subsequent amendments, thereto, restatements and substitutions thereof and other modifications and supplements thereto which are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document.

(vi) Laws. References to any statute or regulation are to be construed as including all statutory and regulatory provisions related thereto or consolidating, amending, replacing, supplementing or interpreting the statute or regulation.

ARTICLE II

GUARANTEE

Section 2.1 Guarantee To induce the Canadian Lenders to make the Canadian Loans and each other Canadian Secured Party to make credit available to or for the benefit of one or more Grantors, all Guarantors, with the exception of those Guarantors existing as companies under the laws of the province of Quebec, hereby, jointly and severally,

absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document, of all the Canadian Obligations of the Canadian Borrower and each other Guarantor, and each other Guarantor existing as a company under the laws of the province of Quebec, hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document, of all the Canadian Obligations of all other Guarantors (except for the Canadian Borrower), in each case, whether existing on the date hereof or hereinafter incurred or created (the "Guaranteed Obligations"). This Guarantee by each Guarantor hereunder constitutes a guarantee of payment and not of collection.

Section 2.2 Contribution To the extent that any Canadian Subsidiary Guarantor shall be required hereunder to pay any portion of any Guaranteed Obligation exceeding the greater of (a) the amount of the value actually received by such Canadian Subsidiary Guarantor and its Subsidiaries from the Canadian Loans and other Canadian Obligations and (b) the amount such Canadian Subsidiary Guarantor would otherwise have paid if such Canadian Subsidiary Guarantor had paid the aggregate amount of the Guaranteed Obligations (excluding the amount thereof repaid by the Canadian Borrower) in the same proportion as such Canadian Subsidiary Guarantor's net worth on the date enforcement is sought hereunder bears to the aggregate net worth of all the Canadian Subsidiary Guarantors on such date, then such Canadian Subsidiary Guarantor shall be reimbursed by such other Canadian Subsidiary Guarantors for the amount of such excess, pro rata, based on the respective net worth of such other Canadian Subsidiary Guarantors on such date. Notwithstanding the forgoing, no Guarantor will be entitled to enforce any such right of contribution until (i) such Guarantor performs or makes payment to the Secured Parties of all amounts owing by such Guarantor to the Secured Parties under this Guarantee and (ii) the Guaranteed Obligations are performed and paid in full.

Section 2.3 Authorization; Other Agreements. The Secured Parties are hereby authorized, without notice to or demand upon any Guarantor and without discharging or otherwise affecting the obligations of any Guarantor hereunder and without incurring any liability hereunder, from time to time, to do each of the following:

(a) (i) subject to compliance, if applicable, with Section 9.1 of the Credit Agreement, modify, amend, supplement or otherwise change, (ii) accelerate, or (iii) waive or otherwise consent to noncompliance with, any Guaranteed Obligation or any Loan Document;

(b) apply to the Guaranteed Obligations any sums by whomever paid or however realized to any Guaranteed Obligation in such order as provided in the Loan Documents;

(c) refund at any time any payment received by any Canadian Secured Party in respect of any Guaranteed Obligation;

(d) (i) sell, exchange, enforce, waive, substitute, liquidate, terminate, release, abandon, fail to perfect, subordinate, accept, substitute, surrender, exchange, affect, impair or otherwise alter or release any Collateral for any Guaranteed Obligation or any other guarantee therefor in any manner, (ii) receive, take and hold additional Collateral to secure any Guaranteed Obligation, (iii) add, release or substitute any one or more other Guarantors, makers or endorsers of any Guaranteed Obligation or any part thereof and (iv) otherwise deal in any manner with the Canadian Borrower and any other Guarantor, maker or endorser of any Guaranteed Obligation or any part thereof; and

(e) settle, release, compromise, collect or otherwise liquidate the Guaranteed Obligations.

Section 2.4 Guarantee Absolute and Unconditional. Each Guarantor hereby waives and agrees not to assert any defense, whether arising in connection with or in respect of any of the following or otherwise, and hereby agrees that its obligations under this Guarantee are irrevocable, absolute and unconditional and shall not be discharged as a result of or otherwise affected by any of the following (which may not be pleaded and evidence of which may not be introduced in any proceeding with respect to this Guarantee, in each case except as otherwise agreed in writing by the Administrative Agent):

(a) the invalidity or unenforceability of any obligation of the Canadian Borrower or any other Guarantor under any Loan Document or any other agreement or instrument relating thereto (including any amendment, consent or waiver thereto), or any security for, or other guarantee of, any Guaranteed Obligation or any part thereof, or the lack of perfection or continuing perfection or failure of priority of any security for the Guaranteed Obligations or any part thereof;

(b) the absence of (i) any attempt to collect any Guaranteed Obligation or any part thereof from the Canadian Borrower or any other Guarantor or other action to enforce the same or (ii) any action to enforce any Loan Document or any Lien thereunder;

(c) the failure by any Person to take any steps to perfect and maintain any Lien on, or to preserve any rights with respect to, any Collateral;

(d) any workout, insolvency, bankruptcy proceeding, reorganization, arrangement, liquidation or dissolution by or against the Canadian Borrower, any other Guarantor or any other Subsidiary of the Canadian Borrower or any procedure, agreement, order, stipulation, election, action or omission thereunder, including any discharge or disallowance of, or bar or stay against collecting, any Guaranteed Obligation (or any interest thereon) in or as a result of any such proceeding;

(e) any foreclosure, whether or not through judicial sale, and any other sale or other disposition of any Collateral or any election following the occurrence of an

Event of Default by any Canadian Secured Party to proceed separately against any Collateral in accordance with such Canadian Secured Party's rights under any applicable Requirement of Law; or

(f) any other defense, setoff, counterclaim or any other circumstance that might otherwise constitute a legal or equitable discharge of the Canadian Borrower, any other Guarantor or any other Subsidiary of the Canadian Borrower, in each case other than the payment in full of the Guaranteed Obligations.

Section 2.5 Waivers. Each Guarantor hereby unconditionally and irrevocably waives and agrees not to assert any claim, defense, setoff or counterclaim based on diligence, promptness, presentment, requirements for any demand or notice hereunder including any of the following: (a) any demand for payment or performance and protest and notice of protest; (b) any notice of acceptance; (c) any presentment, demand, protest or further notice or other requirements of any kind with respect to any Guaranteed Obligation (including any accrued but unpaid interest thereon) becoming immediately due and payable; and (d) any other notice in respect of any Guaranteed Obligation or any part thereof, and any defense arising by reason of any disability or other defense of the Canadian Borrower or any other Guarantor. Each Guarantor further unconditionally and irrevocably agrees not to, until the Guaranteed Obligations have been indefeasibly paid in full in cash (x) enforce or otherwise exercise any right of subrogation or any right of reimbursement or contribution or similar right against the Canadian Borrower or any other Guarantor by reason of any Loan Document or any payment made thereunder or (y) assert any claim, defense, setoff or counterclaim it may have against any other Credit Party or set off any of its obligations to such other Credit Party against obligations of such Credit Party to such Guarantor. No obligation of any Guarantor hereunder shall be discharged other than by complete performance.

Section 2.6 Reliance. Each Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Canadian Borrower, each other Guarantor and any other guarantor, maker or endorser of any Guaranteed Obligation or any part thereof, and of all other circumstances bearing upon the risk of nonpayment of any Guaranteed Obligation or any part thereof that diligent inquiry would reveal, and each Guarantor hereby agrees that no Canadian Secured Party shall have any duty to advise any Guarantor of information known to it regarding such condition or any such circumstances. In the event any Canadian Secured Party, in its sole discretion, undertakes at any time or from time to time to provide any such information to any Guarantor, such Canadian Secured Party shall be under no obligation to (a) undertake any investigation not a part of its regular business routine, (b) disclose any information that such Canadian Secured Party, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (c) make any future disclosures of such information or any other information to any Guarantor.

Section 2.7 Indemnity

If any or all of the Guaranteed Obligations are not duly paid by the Canadian Borrower and are not recoverable under Section 2.1 for any reason whatsoever, each Guarantor will, as a separate and distinct obligation, indemnify and save harmless

the Secured Parties from and against all losses resulting from the failure of the Canadian Borrower to pay such Guaranteed Obligations.

Section 2.8 Primary Obligation

If any or all of the Guaranteed Obligations are not duly paid by the Credit Party being the primary obligant in respect thereof and are not recoverable under Section 2.1 or the Lender is not indemnified under Section 2.7, in each case, for any reason whatsoever, such Guaranteed Obligations will, as a separate and distinct obligation, be recoverable from each Guarantor as primary obligor.

Section 2.9 Subrogation

No Guarantor will be entitled to any right of subrogation until (i) each Guarantor performs or makes payment to the Secured Parties of all amounts owing by such Guarantor to the Secured Parties under this Guarantee and (ii) the Guaranteed Obligations are performed and paid in full.

ARTICLE III

GRANT OF SECURITY INTEREST

Section 3.1 Collateral. For the purposes of this Agreement, all of the following property now owned or at any time hereafter acquired by a Grantor or in which a Grantor now has or at any time in the future may acquire any right, title or interests is collectively referred to as the "Collateral" (it being understood that Excluded Property shall not constitute Collateral; provided, that if and when any property shall cease to be Excluded Property, such property shall constitute Collateral):

- (a) all accounts, chattel paper, Deposit Accounts, documents of title, equipment, instruments, inventory, intangibles, Investment Property, letter-of-credit rights;
- (b) all books and records pertaining to the other property described in this Section 3.1;
- (c) all property of such Grantor held by any Canadian Secured Party, including all property of every description, in the custody of or in transit to such Canadian Secured Party for any purpose, including safekeeping, collection or pledge, for the account of such Grantor or as to which such Grantor may have any right or power, including but not limited to cash;
- (d) all other goods (including but not limited to fixtures) and personal property of such Grantor, whether tangible or intangible and wherever located; and
- (e) to the extent not otherwise included, all proceeds of the foregoing and any supporting obligations related to any of the foregoing.

Section 3.2 Grant of Security Interest in 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 Canadian Obligations of such Grantor (the "Secured Obligations"), 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 Collateral of such Grantor.

Section 3.3 Exception to Last Day. The Security Interest granted hereby shall not extend or apply to, and Collateral shall not include, the last day of the term of any lease or agreement therefor, but upon enforcement of the Security Interest, each Grantor shall stand possessed of such last day in trust or assign the same to any person acquiring such term.

Section 3.4 Attachment. Each Grantor acknowledges that (i) value has been given, (ii) it has rights in the Collateral, (iii) it has not agreed to postpone the time for attachment of the Lien granted hereunder, and (iv) it has received a copy of this Security Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

To induce the Canadian Lenders and the Administrative Agent to enter into the Loan Documents, each Grantor hereby represents and warrants each of the following to the Administrative Agent, the Canadian Lenders and the other Secured Parties:

Section 4.1 Title; No Other Liens. Except for the Lien granted to the Administrative Agent pursuant to this Agreement, and other Permitted Liens under any Loan Document (including Section 4.2), such Grantor owns or has rights, title or other interests in each item of the Collateral free and clear of any and all Liens or claims of others. Such Grantor (a) is the record and beneficial owner of the Collateral pledged by it hereunder constituting instruments or certificates and (b) has rights in or the power to transfer each other item of Collateral in which a Lien is granted by it hereunder, free and clear of any other Lien other than Permitted Liens.

Section 4.2 Perfection and Priority. The security interest granted pursuant to this Agreement constitutes a valid and perfected security interest in favour of the Administrative Agent in all Collateral subject, for the following Collateral, to the occurrence of the following: (i) in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the PPSA, the completion of the filings and other actions specified on Schedule 1 (which, in the case of all filings and other documents referred to on such schedule, have been delivered to the Administrative Agent in completed and duly authorized form), (ii) with respect to any securities account, the filing of a financing statement under the PPSA in the case of securities accounts to which the PPSA of Ontario applies, and (iii) in the case of all Copyrights, Trademarks, Designs and Patents for which

PPSA filings are insufficient, all appropriate filings having been made with the Applicable IP Office. Such security interest shall be prior to all other Liens on the Collateral except for Permitted Liens having priority over the Administrative Agent's Lien by operation of law or permitted pursuant to the Credit Agreement upon (i) in the case of all Pledged Certificated Stock, Pledged Debt Instruments and Pledged Investment Property, the delivery thereof to the Administrative Agent of such Pledged Certificated Stock, Pledged Debt Instruments and Pledged Investment Property consisting of instruments and certificates, in each case properly endorsed for transfer to the Administrative Agent or in blank, (ii) in the case of all other instruments and tangible chattel paper that are not Pledged Certificated Stock, Pledged Debt Instruments or Pledged Investment Property, the delivery thereof to the Administrative Agent of such instruments and tangible chattel paper, and (iii) with respect to motor vehicles (in the case of Ontario) and serial numbered goods (in the case of provinces other than Ontario), the filing of a financing statement containing the information required under Section 5.1(e). All action set forth above have been taken with respect to the Collateral to the extent required under this Agreement or the Credit Agreement.

Section 4.3 Jurisdiction of Organization; Chief Executive Office. As of the Closing Date, such Grantor's jurisdiction of organization, legal name and organizational identification number, if any, and the location of such Grantor's chief executive office or sole place of business, in each case as of the date hereof, is specified on Schedule 2 and such Schedule 2 also lists all jurisdictions of incorporation, legal names and locations of such Grantor's chief executive office or sole place of business for the five years preceding the date hereof.

Section 4.4 Locations of Inventory, Equipment and Books and Records. On the date hereof, such Grantor's inventory and equipment (other than inventory or equipment in transit) and books and records concerning the Collateral are kept at the locations listed on Schedule 3.

Section 4.5 Pledged Collateral

(a) As of the Closing Date, the Pledged Stock pledged by such Grantor hereunder (i) is listed on Schedule 4 and constitutes that percentage of the issued and outstanding equity of all classes of each issuer thereof as set forth on Schedule 4, (ii) had been duly authorized, validly issued and is fully paid and nonassessable (other than Pledged Stock in limited liability companies and partnerships) and (iii) constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

(b) As of the Closing Date, all Pledged Collateral (other than Pledged Uncertificated Stock) and all Pledged Investment Property consisting of instruments and certificates has been delivered to the Administrative Agent in accordance with Section 5.3(a).

(c) Subject to Section 8.14, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall be entitled to exercise all of the rights of the Grantor granting the security interest in any Pledged Stock, and a transferee or assignee of such Pledged Stock shall become a holder of such Pledged Stock to the same extent as such Grantor and be entitled to participate in the management of the issuer of such Pledged Stock and, upon the transfer of the entire interest of such Grantor, such Grantor shall, by operation of law, cease to be a holder of such Pledged Stock.

(d) Within 30 days of the Closing Date (as such time may be extended by the Administrative Agent in its sole discretion, in writing) the Canadian Borrower will deliver to the Administrative Agent original stock certificates and related stock powers reflecting the legal name of the Canadian Borrower on the Pledged Certificated Stock of the following Credit Parties as of the Closing Date:

- (i) 120635 Canada Inc.; and
- (ii) Corpco Graphics Inc. / Les Graphiques Corpco Inc.

(e) Within 10 days of the Closing Date (as such time may be extended by the Administrative Agent in its sole discretion, in writing) the Canadian Borrower will deliver to the Administrative Agent evidence of filing a change of name in the Canadian Intellectual Property Office reflecting the current legal name of the Canadian Borrower (after amalgamation) with respect to all Trademark and Patent registrations existing on the Closing Date in favour of:

- (i) Cameo Crafts Graphic Industries Limited / Industries Graphiques Cameo Crafts Limitee; and
- (ii) Cameo LabelCorp. Corporation.

Section 4.6 Instruments and Tangible Chattel Paper. No amount payable to such Grantor is evidenced by any instrument or tangible chattel paper that has not been delivered to the Administrative Agent, properly endorsed for transfer, to the extent delivery is required by Section 5.6(a).

Section 4.7 Intellectual Property. As of the Closing Date, Schedule 5 sets forth a true and complete list of the following Intellectual Property such Grantor owns, licenses or otherwise has the right to use: (i) Intellectual Property that is registered or subject to applications for registration, (ii) material Internet Domain Names and (iii) Material Intellectual Property and material Software, separately identifying that owned and licensed to such Grantor and including for each of the foregoing items (1) the owner, (2) the title, (3) the jurisdiction in which such item has been registered or otherwise arises or in which an application for registration has been filed, (4) as applicable, the registration or application number and registration or application date and (5) any IP Licenses or other rights (including franchises) granted by the Grantor with respect thereto.

(b) On the Closing Date, all Material Intellectual Property owned by such Grantor is valid, in full force and effect, subsisting, unexpired and enforceable, and no Material Intellectual Property has been abandoned. No breach or default of any material IP License shall be caused by any of the following, and none of the following shall limit or impair the ownership, use, validity or enforceability of, or any rights of such Grantor in, any Material Intellectual Property: (i) the consummation of the transactions contemplated by any Loan Document or (ii) any holding, decision, judgment or order rendered by any Governmental Authority. There are no pending (or, to the knowledge of such Grantor, threatened) material actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes challenging the ownership, use, validity, enforceability of, or such Grantor's rights in, any Material Intellectual Property of such Grantor. To such Grantor's knowledge, no Person has been or is materially infringing, misappropriating, diluting, violating or otherwise impairing any Material Intellectual Property of such Grantor. Such Grantor, and to such Grantor's knowledge each other party thereto, is not in material breach or default of any material IP License.

Section 4.8 Special Collateral. None of the Collateral is or is proceeds or products of farm products, fishing products, as extracted collateral, health care insurance receivables or timber to be cut.

Section 4.9 Enforcement. No Permit, notice to or filing with any Governmental Authority or any other Person or any consent from any Person is required for the exercise by the Administrative Agent of its rights (including voting rights) provided for in this Agreement or the enforcement of remedies in respect of the Collateral pursuant to this Agreement, including the transfer of any Collateral, except as may be required (a) under applicable law of general application with respect to a creditor's right of enforcement generally, or (b) in connection with the disposition of any portion of the Pledged Collateral by laws affecting the offering and sale of securities generally or any approvals that may be required to be obtained from any bailees or landlords to collect the Collateral.

Section 4.10 Representations and Warranties of the Credit Agreement. The representations and warranties as to such Grantor and its Subsidiaries made in Article III (Representations and Warranties) of the Credit Agreement are true and correct to the extent, required to be true and correct as of the Closing Date by Section 2.1 of the Credit Agreement.

Section 4.11 Excluded Property

Each Grantor hereby represents and warrants that the Excluded Property, when taken as a whole, is not material to the business operations or financial condition of the Grantors, taken as a whole.

ARTICLE V
COVENANTS

Each Grantor agrees with the Administrative Agent to the following, as long as any Obligation or Commitment remains outstanding (other than contingent indemnification Canadian Obligations to the extent no claim giving rise thereto has been asserted):

Section 5.1 Maintenance of Perfected Security Interest; Further Documentation and Consents.

(a) Generally. Such Grantor shall (i) not use or permit any Collateral to be used unlawfully or in violation of any provision of any Loan Document, any Requirement of Law or any policy of insurance covering the Collateral and (ii) not enter into any Contractual Obligation or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign, convey or transfer any Collateral if, in each case, such violation of Requirement of Law or restriction would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest and such priority against the claims and demands of all Persons.

(c) Such Grantor shall furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other documents in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail and in form and substance satisfactory to the Administrative Agent.

(d) At any time and from time to time, upon the reasonable written request of the Administrative Agent, such Grantor shall, for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, (i) promptly and duly execute and deliver, and have recorded, such further documents, including an authorization to file (or, as applicable, the filing) of any financing statement or financing change statement under the PPSA (or other filings under similar Requirements of Law) in effect in any jurisdiction with respect to the security interest created hereby and (ii) take such further action as the Administrative Agent may reasonably request, including using its commercially reasonable efforts to secure all approvals necessary for the assignment to or for the benefit of the Administrative Agent of any Contractual Obligation, including any IP License, held by such Grantor and to enforce the security interests granted hereunder.

(e) If requested by the Agent, the Grantor shall provide a list of all serial numbers of all serial number goods.

Section 5.2 Changes in Locations, Name, Etc. Except upon 10 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 4 showing any additional locations at which inventory or equipment shall be kept, such Grantor shall not do any of the following:

- (i) permit any inventory or equipment to be kept at a location other than those listed on Schedule 4, except for inventory or equipment in transit;
- (ii) change its jurisdiction of organization or its location or chief executive office, in each case from that referred to in Section 4.3; or
- (iii) change its legal name or organizational identification number, if any, or corporation, limited liability company, partnership or other organizational structure to such an extent that any financing statement filed in connection with this Agreement would become materially misleading.

Section 5.3 Pledged Collateral.

(a) Delivery of Pledged Collateral. Such Grantor shall deliver to the Administrative Agent, in suitable form for transfer and in form and substance satisfactory to the Administrative Agent, (A) all Pledged Certificated Stock, (B) all Pledged Debt Instruments and (C) all certificates and instruments evidencing Pledged Investment Property or take such other measures as the Administrative Agent may reasonably request in connection with the perfection of the security interest created therein under this Agreement.

(b) Event of Default. During the continuance of an Event of Default, the Administrative Agent shall have the right, at any time in its discretion and without notice to the Grantor, to (i) transfer to or to register in its name or in the name of its nominees any Pledged Collateral or any Pledged Investment Property and (ii) exchange any certificate or instrument representing or evidencing any Pledged Collateral or any Pledged Investment Property for certificates or instruments of smaller or larger denominations.

(c) Cash Distributions with respect to Pledged Collateral. Except as provided in Article VI and subject to the limitations set forth in the Credit Agreement, such Grantor shall be entitled to receive all cash distributions paid in respect of the Pledged Collateral.

(d) Voting Rights. Except as provided in Article VI, such Grantor shall be entitled to exercise all voting, consent and corporate, partnership, limited liability company and similar rights with respect to the Pledged Collateral; provided, however, that no vote shall be cast, consent given or right exercised or other action taken by such Grantor that would materially impair the Collateral or conflict with or result in any violation of any provision of any Loan Document.

Section 5.4 Accounts.

(a) Such Grantor shall not, other than in the ordinary course of business, (i) grant any extension of the time of payment of any account, (ii) compromise or settle any account for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any account, (iv) allow any credit or discount on any account or (v) amend, supplement or modify any account in any manner that could materially impair the value thereof.

(b) So long as an Event of Default is continuing, the Administrative Agent shall have the right to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and such Grantor shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection therewith. At any time and from time to time during the occurrence of an Event of Default, upon the Administrative Agent's reasonable request, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the accounts.

Section 5.5 Commodity Contracts. Such Grantor shall not have any commodity contract unless subject to a Control Agreement.

Section 5.6 Delivery of Instruments and Tangible Chattel Paper and Control of Investment Property, Letter-of-Credit Rights and Electronic Chattel Paper.

(a) If any amount in excess of \$750,000 payable under or in connection with any Collateral owned by such Grantor shall be or become evidenced by an instrument or tangible chattel paper other than such instrument delivered in accordance with Section 5.3(a) and in the possession of the Administrative Agent, such Grantor shall at the request of the Administrative Agent, (i) mark all such instruments and tangible chattel paper with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of Bank of America, N.A., as Administrative Agent" and, (ii) promptly (but in any event within five days after receipt thereof) deliver such instrument or tangible chattel paper to the Administrative Agent, duly endorsed in a manner satisfactory to the Administrative Agent.

(b) Such Grantor shall not grant "control" (within the meaning of such term under the PPSA of Ontario) over any investment property to any Person other than the Administrative Agent.

(c) If such Grantor is or becomes the beneficiary of a letter of credit that is (i) not a supporting obligation of any Collateral and (ii) in excess of \$600,000, such Grantor shall promptly, and in any event within two Business Days after becoming a beneficiary, notify the Administrative Agent thereof and, at the request of the Administrative Agent, enter into a Contractual Obligation with the Administrative Agent, the issuer of such letter of credit or any nominated person with respect to all rights under

such letter of credit. Such Contractual Obligation shall assign such letter-of-credit rights to the Administrative Agent. The provisions of the Contractual Obligation shall be in form and substance reasonably satisfactory to the Administrative Agent.

Section 5.7 Intellectual Property.

(a) Within 30 days (as such time may be extended by the Administrative Agent in its sole discretion, in writing) after any change to Schedule 6 (including as a result of application for registration or acquisition of any additional Intellectual Property) for such Grantor, such Grantor shall provide the Administrative Agent notification thereof and the short-form intellectual property agreements and assignments as described in this Section 5.7 and other documents that the Administrative Agent reasonably requests with respect thereto.

(b) Such Grantor shall (i) (1) continue to use each Trademark included in the Material Intellectual Property in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used, free from any claim of abandonment for non-use, (2) maintain at least the same standards of quality of products and services offered under such Trademark as are currently maintained, (3) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (4) not adopt or use any other Trademark that is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent shall obtain a perfected security interest in such other Trademark pursuant to this Agreement and (ii) not do any act or omit to do any act whereby (w) each Trademark included in the Material Intellectual Property (or any goodwill associated therewith) may become destroyed, invalidated, impaired or harmed in any way, (x) any Patent included in the Material Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public, (y) any portion of the Copyrights included in the Material Intellectual Property may become invalidated, otherwise impaired or fall into the public domain or (z) any Trade Secret that is Material Intellectual Property may become publicly available or otherwise unprotectable.

(c) Such Grantor shall notify the Administrative Agent promptly if it knows that any application or registration relating to any Material Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public, or of any adverse determination or development regarding the validity or enforceability or such Grantor's ownership of, interest in, right to use, register, own or maintain any Material Intellectual Property (including the institution of, or any such determination or development in, any proceeding relating to the foregoing in any Applicable IP Office). Such Grantor shall take all actions that are necessary or reasonably requested by the Administrative Agent to maintain and pursue each application (and to obtain the relevant registration or recordation) and to maintain each registration and recordation included in the Material Intellectual Property.

(d) Such Grantor shall not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise materially impair the Intellectual Property of any other Person. In the event that any Material Intellectual Property of such

Grantor is or has been infringed, misappropriated, violated, diluted or otherwise materially impaired by a third party, such Grantor shall take such action as it reasonably deems appropriate under the circumstances in response thereto, including promptly bringing suit and taking all commercially reasonable steps to recover all damages therefor.

(e) Such Grantor shall execute and deliver to the Administrative Agent in form and substance reasonably acceptable to the Administrative Agent and suitable for (i) filing in the Applicable IP Office the short-form intellectual property security agreements in the form attached hereto as Annex 3 for all Copyrights, Trademarks, Patents and IP Licenses of such Grantor and (ii) recording with the appropriate Internet domain name registrar, upon Administrative Agent's request therefor, a duly executed form of assignment for all Internet Domain Names of such Grantor (together with appropriate supporting documentation as may be requested by the Administrative Agent).

Section 5.8 Notices. Such Grantor shall promptly notify the Administrative Agent in writing of its acquisition of any interest hereafter in property (other than Excluded Property) that is of a type where a security interest or lien must be or may be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation.

ARTICLE VI

REMEDIAL PROVISIONS

Section 6.1 Other Remedies.

(a) PPSA Remedies. During the continuance of an Event of Default, the Administrative Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to any Secured Obligation, all rights and remedies of a secured party under the PPSA or any other applicable law.

(b) Appointment of Receiver. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent may appoint or reappoint by instrument in writing, any Person or Persons, whether an officer or officers or an employee or employees of the Administrative Agent or not, to be an interim receiver, receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her/its stead. Any such Receiver shall, so far as concerns responsibility for his/her/its acts, be deemed the agent of the applicable Grantor and not the Administrative Agent or any of Canadian Lenders, and neither the Administrative Agent nor any Lender shall be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver or his/her/its servants, agents or employees. Subject to the provisions of the instrument appointing him/her/it and the provisions of applicable law, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry

on or concur in carrying on all or any part of the business of the applicable Grantor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the applicable Grantor, enter upon, use and occupy all premises owned or occupied by the applicable Grantor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on the applicable Grantor's business or as security for loans or advances to enable the Receiver to carry on the applicable Grantor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Administrative Agent, all Money received from time to time by such Receiver in carrying out his/her/its appointment shall be received in trust for and be paid over to the Administrative Agent. Every such Receiver may, in the discretion of the Administrative Agent, be vested with all or any of the rights and powers of the Administrative Agent.

(i) The Administrative Agent may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of Section 6.1(b).

(c) Disposition of Collateral. Without limiting the generality of the foregoing, the Administrative Agent may, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), during the continuance of any Event of Default (personally or through its agents or attorneys), (i) enter upon the premises where any Collateral is located, without any obligation to pay rent, through self-help, without judicial process, without first obtaining a final judgment or giving any Grantor or any other Person notice or opportunity for a hearing on the Administrative Agent's claim or action, (ii) collect, receive, appropriate and realize upon any Collateral and (iii) sell, assign, convey, transfer, grant option or options to purchase and deliver any Collateral (enter into Contractual Obligations to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Canadian Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent shall, during the continuance of any Event of Default, have the right, upon any such public sale or sales and, to the extent permitted by the PPSA and other applicable Requirements of Law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of any Grantor, which right or equity is hereby waived and released.

(d) Management of the Collateral. Each Grantor further agrees, that, during the continuance of any Event of Default, (i) at the Administrative Agent's request, it shall assemble the Collateral and make it available to the Administrative Agent at places that the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere, (ii) without limiting the foregoing, the Administrative Agent also has the right to require that each Grantor store and keep any Collateral pending further action by the

Administrative Agent and, while any such Collateral is so stored or kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain such Collateral in good condition, (iii) until the Administrative Agent is able to sell, assign, convey or transfer any Collateral, the Administrative Agent shall have the right to hold or use such Collateral to the extent that it deems appropriate for the purpose of preserving the Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent and (iv) the Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment. The Administrative Agent shall not have any obligation to any Grantor to maintain or preserve the rights of any Grantor as against third parties with respect to any Collateral while such Collateral is in the possession of the Administrative Agent.

(e) Application of Proceeds. After the exercise of remedies under any of the Loan Documents (or after the Canadian Loans have automatically become immediately due and payable and the Canadian Letter of Credit Obligations have automatically been required to be Cash Collateralized as set forth in the Credit Agreement), any amounts received on account of the Canadian Obligations shall be applied by the Administrative Agent in the following order:

first, to payment of that portion of the Canadian Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent) payable to the Administrative Agent in its capacity as such;

second, to payment of that portion of the Canadian Obligations constituting fees, indemnities and other amounts (other than principal, interest and Canadian Letter of Credit Fees) payable to the Canadian Lenders and the Canadian L/C Issuer (including fees, charges and disbursements of counsel to the respective Canadian Lenders and the Canadian L/C Issuer arising under the Loan Documents), ratably among them in proportion to the respective amounts described in this clause second payable to them;

third, to payment of that portion of the Canadian Obligations constituting accrued and unpaid Canadian Letter of Credit Fees and interest on the Canadian Loans and other Canadian Obligations arising under the Loan Documents, ratably among the Canadian Lenders and the Canadian L/C Issuer in proportion to the respective amounts described in this clause third payable to them;

fourth, to payment of that portion of the Canadian Obligations constituting unpaid principal of the Canadian Loans, and Canadian Obligations then owing under Canadian Secured Rate Contracts and Canadian Cash Management Agreements, ratably among the Canadian Lenders, the Canadian L/C Issuer, the Canadian Secured Parties that are party to any Canadian Secured Rate Contracts and the Canadian Secured Parties that are party to any Canadian Cash Management Agreements in

proportion to the respective amounts described in this clause fourth held by them;
and

fifth, to the Administrative Agent for the account of the Canadian L/C Issuer, to Cash Collateralize that portion of Canadian Letter of Credit Obligations comprised of the aggregate undrawn amount of Canadian Letters of Credit;

Subject to Section 1.1(c)(iv) of the Credit Agreement (x) amounts used to Cash Collateralize the aggregate undrawn amount of Canadian Letters of Credit pursuant to clause fifth above shall be applied to satisfy drawings under such Canadian Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Canadian Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Canadian Obligations in the order set forth in clauses above.

Each Secured Party that is a party to a Secured Rate Contract or Cash Management Agreement but is not a party to the Credit Agreement shall be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article VIII of the Credit Agreement for itself and its Affiliates as if a "Lender" party thereto.

(f) Direct Obligation. Neither the Administrative Agent nor any other Canadian Secured Party shall be required to make any demand upon, or pursue or exhaust any right or remedy against, any Grantor, any other Credit Party or any other Person with respect to the payment of the Canadian Obligations or to pursue or exhaust any right or remedy with respect to any Collateral therefor or any direct or indirect guarantee thereof. All of the rights and remedies of the Administrative Agent and any other Canadian Secured Party under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any Requirement of Law. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any Lender, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety, now or hereafter existing, arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of any Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

(g) Commercially Reasonable. To the extent that applicable Requirements of Law impose duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is not commercially unreasonable for the Administrative Agent to do any of the following (it being understood that such acknowledgement and agreement by the Grantor shall not in any way expand or increase such Grantor's obligations to incur costs and expenses beyond those covered in Section 9.5 of the Credit Agreement):

(i) fail to incur significant costs, expenses or other Liabilities reasonably deemed as such by the Administrative Agent to prepare any Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition;

(ii) fail to obtain Permits, or other consents, for access to any Collateral to sell or for the collection or sale of any Collateral, or, if not required by other Requirements of Law, fail to obtain Permits or other consents for the collection or disposition of any Collateral;

(iii) fail to exercise remedies against account debtors or other Persons obligated on any Collateral or to remove Liens on any Collateral or to remove any adverse claims against any Collateral;

(iv) advertise dispositions of any Collateral through publications or media of general circulation, whether or not such Collateral is of a specialized nature, or to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring any such Collateral;

(v) exercise collection remedies against account debtors and other Persons obligated on any Collateral, directly or through the use of collection agencies or other collection specialists, hire one or more professional auctioneers to assist in the disposition of any Collateral, whether or not such Collateral is of a specialized nature, or, to the extent deemed appropriate by the Administrative Agent, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any Collateral, or utilize Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets to dispose of any Collateral;

(vi) dispose of assets in wholesale rather than retail markets;

(vii) disclaim disposition warranties, such as title, possession or quiet enjoyment; or

(viii) purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of any Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of any Collateral.

Each Grantor acknowledges that the purpose of this Section 6.1 is to provide a non-exhaustive list of actions or omissions that are commercially reasonable when exercising remedies against any Collateral and that other actions or omissions by the Secured Parties shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 6.1. Without limitation upon the foregoing, nothing contained in this Section 6.1 shall be construed to grant any rights to any Grantor or to impose any duties on the

Administrative Agent that would not have been granted or imposed by this Agreement or by applicable Requirements of Law in the absence of this Section 6.1.

(h) IP Licenses. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section 6.1 (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, convey, transfer or grant options to purchase any Collateral) at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies during the continuance of an Event of Default, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, (i) an irrevocable, nonexclusive, worldwide license (exercisable without payment of royalty or other compensation to such Grantor), including in such license the right to sublicense, use and practice any Intellectual Property now owned or hereafter acquired by such Grantor and access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof and (ii) an irrevocable license (without payment of rent or other compensation to such Grantor) to use, operate and occupy all real Property owned, operated, leased, subleased or otherwise occupied by such Grantor.

Section 6.2 Accounts and Payments in Respect of Intangibles.

(a) In addition to, and not in substitution for, any similar requirement in the Credit Agreement, if required by the Administrative Agent at any time during the continuance of an Event of Default, any payment of accounts or payment in respect of intangibles, when collected by any Grantor, shall be promptly (and, in any event, within 2 Business Days) deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Administrative Agent, in a Cash Collateral Account, subject to withdrawal by the Administrative Agent as provided in Section 6.4. Until so turned over, such payment shall be held by such Grantor in trust for the Administrative Agent, segregated from other funds of such Grantor. Each such deposit of proceeds of accounts and payments in respect of intangibles shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(b) At any time during the continuance of an Event of Default:

(i) each Grantor shall, upon the Administrative Agent's request, deliver to the Administrative Agent all original and other documents evidencing, and relating to, the Contractual Obligations and transactions that gave rise to any account or any payment in respect of intangibles, including all original orders, invoices and shipping receipts and notify account debtors that the accounts or intangibles have been collaterally assigned to the Administrative Agent and that payments in respect thereof shall be made directly to the Administrative Agent;

(ii) the Administrative Agent may, without notice, at any time during the continuance of an Event of Default, limit or terminate the authority of a Grantor to collect its accounts or amounts due under intangibles or any thereof and, in its own name or in the name of others, communicate with account debtors to verify

with them to the Administrative Agent's satisfaction the existence, amount and terms of any account or amounts due under any intangibles. In addition, the Administrative Agent may at any time enforce such Grantor's rights against such account debtors and obligors of intangibles; and

(iii) each Grantor shall take all actions, deliver all documents and provide all information necessary or reasonably requested by the Administrative Agent to ensure any Internet Domain Name is registered.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each account and each payment in respect of intangibles to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Canadian Secured Party shall have any obligation or liability under any agreement giving rise to an account or a payment in respect of a intangibles by reason of or arising out of any Loan Document or the receipt by any Canadian Secured Party of any payment relating thereto, nor shall any Canadian Secured Party be obligated in any manner to perform any obligation of any Grantor under or pursuant to any agreement giving rise to an account or a payment in respect of a intangibles, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

Section 6.3 Pledged Collateral.

(a) Voting Rights. Subject to Section 8.15 during the continuance of an Event of Default, upon notice by the Administrative Agent to the relevant Grantor or Grantors, the Administrative Agent or its nominee may exercise (A) any voting, consent, corporate and other right pertaining to the Pledged Collateral at any meeting of shareholders, partners or members, as the case may be, of the relevant issuer or issuers of Pledged Collateral or otherwise and (B) any right of conversion, exchange and subscription and any other right, privilege or option pertaining to the Pledged Collateral as if it were the absolute owner thereof (including the right to exchange at its discretion any Pledged Collateral upon the merger, amalgamation, consolidation, reorganization, recapitalization or other fundamental change in the corporate or equivalent structure of any issuer of Pledged Stock, the right to deposit and deliver any Pledged Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it; provided, however, that the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(b) Proxies. In order to permit the Administrative Agent to exercise the voting and other consensual rights that it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions that it may be entitled to receive hereunder, (i)

each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Administrative Agent all such proxies, dividend payment orders and other instruments as the Administrative Agent may from time to time reasonably request and (ii) without limiting the effect of clause (i) above, such Grantor hereby grants to the Administrative Agent an irrevocable proxy to vote all or any part of the Pledged Collateral and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Collateral would be entitled (including giving or withholding written consents of shareholders, partners or members, as the case may be, calling special meetings of shareholders, partners or members, as the case may be, and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Collateral on the record books of the issuer thereof) by any other person (including the issuer of such Pledged Collateral or any officer or agent thereof) during the continuance of an Event of Default and which proxy shall only terminate upon the payment in full of the Secured Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted).

(c) Authorization of Issuers. Each Grantor hereby expressly irrevocably authorizes and instructs, without any further instructions from such Grantor, each issuer of any Pledged Collateral pledged hereunder by such Grantor to (i) comply with any instruction received by it from the Administrative Agent in writing that states that an Event of Default is continuing and is otherwise in accordance with the terms of this Agreement and each Grantor agrees that such issuer shall be fully protected from Liabilities to such Grantor in so complying and (ii) unless otherwise expressly permitted hereby or the Credit Agreement, pay any dividend or make any other payment with respect to the Pledged Collateral directly to the Administrative Agent.

Section 6.4 Proceeds to be Turned over to and Held by Administrative Agent. Unless otherwise expressly provided in the Credit Agreement or this Agreement, all proceeds of any Collateral received by any Grantor hereunder in cash or Cash Equivalents shall be held by such Grantor in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of such Grantor, and shall, promptly upon receipt by any Grantor, be turned over to the Administrative Agent in the exact form received (with any necessary endorsement). All such proceeds of Collateral and any other proceeds of any Collateral received by the Administrative Agent in cash or Cash Equivalents shall be held by the Administrative Agent in any account designated by the Administrative Agent in the Administrative Agent's name. All proceeds being held by the Administrative Agent in any account designated by the Administrative Agent in the Administrative Agent's name (or by such Grantor in trust for the Administrative Agent) shall continue to be held as collateral security for the Secured Obligations and shall not constitute payment thereof until applied as provided in the Credit Agreement.

Section 6.5 Sale of Pledged Collateral.

(a) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any Pledged Collateral by reason of certain prohibitions contained in Securities Laws or otherwise or may determine that a public sale is impracticable, not

desirable or not commercially reasonable and, accordingly, may resort to one or more private sales thereof to a restricted group of purchasers that shall be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any Pledged Collateral for the period of time necessary to permit the issuer thereof to register such securities for public sale under Securities Laws even if such issuer would agree to do so.

(b) Each Grantor agrees to use its commercially reasonable efforts to do or cause to be done all such other acts as may be necessary, during the continuance of an Event of Default, to make such sale or sales of any portion of the Pledged Collateral pursuant to Section 6.1 and this Section 6.5 valid and binding and in compliance with all applicable Requirements of Law. Each Grantor further agrees that a breach of any covenant contained herein will cause irreparable injury to the Administrative Agent and other Secured Parties, that the Administrative Agent and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained herein shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defense against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement. Each Grantor waives any and all rights of contribution or subrogation upon the sale or disposition of all or any portion of the Pledged Collateral by the Administrative Agent.

Section 6.6 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Secured Obligations and the fees and disbursements of any attorney employed by the Administrative Agent or any other Canadian Secured Party to collect such deficiency.

ARTICLE VII

THE ADMINISTRATIVE AGENT

Section 7.1 Administrative Agent's Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any Related Person thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of the Loan Documents, to take any appropriate action and to execute any document or instrument that may be necessary or desirable to accomplish the purposes of the Loan Documents, in each of the foregoing instances, when an Event of Default shall be continuing and, without limiting the generality of the foregoing, each

Grantor hereby gives the Administrative Agent and its Related Persons the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any of the following when an Event of Default shall be continuing:

(i) in the name of such Grantor, in its own name or otherwise, take possession of and indorse and collect any cheque, draft, note, acceptance or other instrument for the payment of moneys due under any account or intangible or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any such moneys due under any account or intangibles or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property owned by or licensed to the Grantors, execute, deliver and have recorded any document that the Administrative Agent may request to evidence, effect, publicize or record the Administrative Agent's security interest in such Intellectual Property and the goodwill and intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against any Collateral, effect any repair or pay any insurance called for by the terms of the Credit Agreement (including all or any part of the premiums therefor and the costs thereof);

(iv) execute, in connection with any sale provided for in Section 6.1 or Section 6.5, any document to effect or otherwise necessary or appropriate in relation to evidence the sale of any Collateral; or

(v) (A) direct any party liable for any payment under any Collateral to make payment of any moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct, (B) ask or demand for, and collect and receive payment of and receipt for, any moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) sign and endorse any invoice, freight or express bill, bill of lading, storage or warehouse receipt, draft against debtors, assignment, verification, notice and other document in connection with any Collateral, (D) commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect any Collateral and to enforce any other right in respect of any Collateral, (E) defend any actions, suits, proceedings, audits, claims, demands, orders or disputes brought against such Grantor with respect to any Collateral, (F) settle, compromise or adjust any such actions, suits, proceedings, audits, claims, demands, orders or disputes and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate, (G) assign any Intellectual Property owned by the Grantors or any IP Licenses of the Grantors throughout the world on such terms and conditions and in such manner as the Administrative Agent shall in its sole discretion determine, including the execution and filing of any document necessary to effectuate or record such assignment and (H) generally, sell, assign,

convey, transfer or grant a Lien on, make any Contractual Obligation with respect to and otherwise deal with, any Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes and do, at the Administrative Agent's option, at any time or from time to time, all acts and things that the Administrative Agent deems necessary to protect, preserve or realize upon any Collateral and the Secured Parties' security interests therein and to effect the intent of the Loan Documents, all as fully and effectively as such Grantor might do.

(vi) If any Grantor fails to perform or comply with any Contractual Obligation contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such Contractual Obligation.

(b) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate set forth in subsection 1.3(c) of the Credit Agreement, from the date of demand by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(c) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of this Section 7.1. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

Section 7.2 Authorization to File Financing Statements. Each Grantor authorizes the Administrative Agent and its Related Persons, at any time and from time to time, to file or record financing statements, financing change statements thereto, and other filing or recording documents or instruments with respect to any Collateral in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement, and such financing statements and financing change statements may describe the Collateral covered thereby as "all assets of the debtor". A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. Such Grantor also hereby ratifies its authorization for the Administrative Agent to have filed any initial financing statement or financing change statement thereto under the PPSA (or other similar laws) in effect in any jurisdiction if filed prior to the date hereof.

Section 7.3 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent

shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation or entitlement to make any inquiry respecting such authority.

Section 7.4 Duty; Obligations and Liabilities.

(a) **Duty of Administrative Agent.** The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. The powers conferred on the Administrative Agent hereunder are solely to protect the Administrative Agent's interest in the Collateral and shall not impose any duty upon the Administrative Agent to exercise any such powers. The Administrative Agent shall be accountable only for amounts that it receives as a result of the exercise of such powers, and neither it nor any of its Related Persons shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction. In addition, the Administrative Agent shall not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehousemen, carrier, forwarding agency, consignee or other bailee if such Person has been selected by the Administrative Agent in good faith.

(b) **Obligations and Liabilities with respect to Collateral.** No Canadian Secured Party and no Related Person thereof shall be liable for failure to demand, collect or realize upon any Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to any Collateral. The powers conferred on the Administrative Agent hereunder shall not impose any duty upon any other Canadian Secured Party to exercise any such powers. The other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their respective officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Reinstatement. Each Grantor agrees that, if any payment made by any Credit Party or other Person and applied to the Secured Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of any Collateral are required to be returned by any Canadian Secured Party to such Credit Party, its estate, trustee, receiver or any other party, including any Grantor, under any bankruptcy law, provincial or federal law, common law or equitable cause, then, to the extent of such payment or repayment, any

Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, (a) any Lien or other Collateral securing such Grantor's liability hereunder shall have been released or terminated by virtue of the foregoing or (b) any provision of the Guarantee hereunder shall have been terminated, cancelled or surrendered, such Lien, other Collateral or provision shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Grantor in respect of any Lien or other Collateral securing such obligation or the amount of such payment.

Section 8.2 Release of Collateral.

(a) At the time provided in subsection 8.10 (b)(i) of the Credit Agreement, the Collateral shall be released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. Each Grantor is hereby authorized to file PPSA financing change statements at such time evidencing the termination of the Liens so released. At the request of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral of such Grantor held by the Administrative Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If the Administrative Agent shall be directed or permitted pursuant to subsection 8.10(a) of the Credit Agreement to release any Lien or any Collateral, such Collateral shall be released from the Lien created hereby to the extent provided under, and subject to the terms and conditions set forth in, such subsection. In connection therewith, the Administrative Agent, at the request of any Grantor, shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

(c) At the time provided in subsection 8.10(a) of the Credit Agreement and at the request of the US Borrower, a Grantor shall be released from its obligations hereunder in the event that all the Stock and Stock Equivalents of such Grantor shall be sold to any Person that is not an Affiliate of Holdings, the Canadian Borrower and the Subsidiaries of the Canadian Borrower in a transaction permitted by the Loan Documents.

Section 8.3 Independent Obligations. The obligations of each Grantor hereunder are independent of and separate from the Secured Obligations and the Guaranteed Obligations. If any Secured Obligation or Guaranteed Obligation is not paid when due, or upon any Event of Default, the Administrative Agent may, at its sole election, proceed directly and at once, without notice, against any Grantor and any Collateral to collect and recover the full amount of any Secured Obligation or Guaranteed Obligation then due, without first proceeding against any other Grantor, any other Credit Party or any other Collateral and without first joining any other Grantor or any other Credit Party in any proceeding.

Section 8.4 No Waiver by Course of Conduct. No Canadian Secured Party shall by any act (except by a written instrument pursuant to Section 8.6), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of any Canadian Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Canadian Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that such Canadian Secured Party would otherwise have on any future occasion.

Section 8.5 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 9.1 of the Credit Agreement; provided, however, that annexes to this Agreement may be supplemented (but no existing provisions may be modified and no Collateral may be released) through Pledge Amendments and Joinder Agreements, in substantially the form of Annex 1 and Annex 2, respectively, in each case duly executed by the Administrative Agent and each Grantor directly affected thereby.

Section 8.6 Additional Grantors; Additional Pledged Collateral.

(a) Joinder Agreements. If, at the option of the Canadian Borrower or as required pursuant to Section 4.12 of the Credit Agreement, the Canadian Borrower shall cause any Subsidiary that is not a Grantor to become a Grantor hereunder, such Subsidiary shall execute and deliver to the Administrative Agent a Joinder Agreement substantially in the form of Annex 2 and shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Grantor party hereto on the Closing Date.

(b) Pledge Amendments. To the extent any Pledged Collateral has not been delivered as of the Closing Date, such Grantor shall deliver a pledge amendment duly executed by the Grantor in substantially the form of Annex 1 (each, a "Pledge Amendment"). Such Grantor authorizes the Administrative Agent to attach each Pledge Amendment to this Agreement.

Section 8.7 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 9.2 of the Credit Agreement; provided, however, that any such notice, request or demand to or upon any Grantor shall be addressed to the Canadian Borrower's notice address set forth in such Section 9.2.

Section 8.8 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of each Canadian Secured Party and their successors and assigns; provided, however, that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

Section 8.9 Counterparts. This 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 8.10 Severability. Any provision of this Agreement being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal, invalid or unenforceable, any other provision of this Agreement or any part of such provision in any other jurisdiction.

Section 8.11 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 8.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREIN OR RELATED THERETO (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY AND NO RELATED PERSON OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 8.12.

EACH PARTY HERETO AGREES TO BE BOUND BY THE PROVISIONS OF SUBSECTION 9.18(b) AND (c) OF THE CREDIT AGREEMENT.

Section 8.13 Permitted Liens. The inclusion or reference to Permitted Liens in this Agreement or in any other Loan Document is not intended to subordinate and shall not subordinate, and shall not be interpreted as subordinating, the Lien and security interest created by this Agreement or any other Loan Document to any Permitted Liens.

Section 8.14 ULC Limitation. Notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any other document or agreement among all or some of the parties hereto, each Grantor is as of the date of this Agreement the sole registered and beneficial owner of all Pledged ULC Shares more particularly described in Schedule 4 to this Agreement and will remain so until such time as such Pledged ULC Shares are fully and effectively transferred into the name of the Canadian Secured Party or any other person on the books and records of such ULC. Nothing in this Agreement, the

Credit Agreement or any other document or agreement delivered among all or some of the parties hereto is intended to or shall constitute the Canadian Secured Party or any person other than a Grantor to be a member or shareholder of any ULC until such time as written notice is given to the applicable Grantor and all further steps are taken so as to register the Canadian Secured Party or other person as holder of the Pledged ULC Shares. The granting of the pledge and Security Interest pursuant to Article III does not make the Canadian Secured Party a successor to any Pledgor as a member or shareholder of any ULC, and neither the Canadian Secured Party nor any of its respective successors or assigns hereunder shall be deemed to become a member or shareholder of any ULC by accepting this Agreement or exercising any right granted herein unless and until such time, if any, when the Canadian Secured Party or any successor or assign expressly becomes a registered member or shareholder of any ULC. Each Pledgor shall be entitled to receive and retain for its own account any dividends or other distributions if any, in respect of the Collateral, and shall have the right to vote such Pledged ULC Shares and to control the direction, management and policies of the ULC issuing such Pledged ULC Shares to the same extent as such Pledgor would if such Pledged ULC Shares were not pledged to the Canadian Secured Party or to any other person pursuant hereto. To the extent any provision hereof would have the effect of constituting the Canadian Secured Party to be a member or shareholder of any ULC prior to such time, such provision shall be severed herefrom and ineffective with respect to the relevant Pledged ULC Shares without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral other than Pledged ULC Shares. Notwithstanding anything herein to the contrary (except to the extent, if any, that the Canadian Secured Party or any of its successors or assigns hereafter expressly becomes a registered member or shareholder of any ULC), neither the Canadian Secured Party nor any of its respective successors or assigns shall be deemed to have assumed or otherwise become liable for any debts or obligations of any ULC. Except upon the exercise by the Canadian Secured Party or other persons of rights to sell or otherwise dispose of Pledged ULC Shares or other remedies following the occurrence and during the continuance of an Event of Default, each Pledgor shall not cause or permit, or enable any ULC in which it holds Pledged ULC Shares to cause or permit, the Canadian Secured Party to: (a) be registered as member or shareholder of such ULC; (b) have any notation entered in its favour in the share register of such ULC; (c) be held out as member or shareholder of such ULC; (d) receive, directly or indirectly, any dividends, property or other distributions from such ULC by reason of the Canadian Secured Party or other person holding a security interest in the Pledged ULC Shares; or (e) act as a member or shareholder of such ULC, or exercise any rights of a member or shareholder of such ULC, including the right to attend a meeting of such ULC or vote the shares of such ULC.

Section 8.15 Amalgamation. Each Grantor acknowledges and agrees that, in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term "Grantor", when used herein, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interest granted hereby:

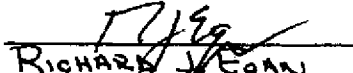
(a) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation, and

(b) shall secure all "Canadian Obligations" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to Administrative Agent and Secured Parties at the time of amalgamation and all "Canadian Obligations" of the amalgamated corporation to the Administrative Agent and Secured Parties thereafter arising. The Security Interest shall attach to all "Collateral" owned by each corporations amalgamating with any Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to all "Collateral" thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee, Pledge and Security Agreement to be duly executed and delivered as of the date first above written.

ADHESION SUB CANADA LTD.
as Grantor

By: 
Name: RICHARD J. EGAN
Title: PRESIDENT

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee, Pledge and Security Agreement to be duly executed and delivered as of the date first above written.

ADESION SUB CANADA LTD.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Administrative Agent

By: *Robert Rittelmeyer*
Name: **ROBERT RITTELMAYER**
Title: Its Duly Authorized Signatory

ANNEX 1
TO
GUARANTEE, PLEDGE AND SECURITY AGREEMENT¹

FORM OF PLEDGE AMENDMENT

This Pledge Amendment, dated as of _____, 20__, is delivered pursuant to Section 8.6 of the Guarantee, Pledge and Security Agreement, dated as of August 8, 2008, by Adhesion Sub Canada Ltd. (amalgamated with York Label Canada, Ltd., as Canadian borrower, on the Closing Date, the "Canadian Borrower"), the undersigned Grantor and the other Affiliates of the Canadian Borrower from time to time party thereto as Grantors in favour of Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (the "Guarantee, Pledge and Security Agreement"). Capitalized terms used herein without definition are used as defined in the Guarantee, Pledge and Security Agreement.

The undersigned hereby agrees that this Pledge Amendment may be attached to the Guarantee, Pledge and Security Agreement and that the Pledged Collateral listed on Annex 1-A to this Pledge Amendment shall be and become part of the Collateral referred to in the Guarantee, Pledge and Security Agreement and shall secure all Canadian Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Section 4.1, Section 4.2, Section 4.5 and Section 4.8 of the Guarantee, Pledge and Security Agreement is true and correct and as of the date hereof as if made on and as of such date.

[GRANTOR]

By: _____
Name:
Title:

McCarthy Tétrauli LLP DOCS #140090

To be used for pledge of Additional Pledged Collateral by existing Grantor.

A1-

TRADEMARK
REEL: 003834 FRAME: 0130

Annex 1-A

PLEDGED STOCK

<u>ISSUER</u>	<u>CLASS</u>	<u>CERTIFICATE NO(S).</u>	<u>PAR VALUE</u>	<u>NUMBER OF SHARES, UNITS OR INTEREST S</u>
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PLEDGED DEBT INSTRUMENTS

<u>ISSUER</u>	<u>DESCRIPTION OF DEBT</u>	<u>CERTIFICATE NO(S).</u>	<u>FINAL MATURITY</u>	<u>PRINCIP AL AMOUN T</u>
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ACKNOWLEDGED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

ANNEX 2
TO
GUARANTEE, PLEDGE AND SECURITY AGREEMENT

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of [●], 20__, is delivered pursuant to Section 8.6 of the Guarantee, Pledge and Security Agreement, dated as of August 8, 2008, by Adhesion Sub Canada Ltd. (amalgamated with York Label Canada, Ltd., as Canadian borrower, on the Closing Date, the "Canadian Borrower") and the Affiliates of the Canadian Borrower from time to time party thereto as Grantors in favour of the Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (the "Guarantee, Pledge and Security Agreement"). Capitalized terms used herein without definition are used as defined in the Guarantee, Pledge and Security Agreement.

By executing and delivering this Joinder Agreement, the undersigned, as provided in Section 8.6 of the Guarantee, Pledge and Security Agreement, hereby becomes a party to the Guarantee, Pledge and Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, 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, 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 Collateral of the undersigned and expressly assumes all obligations and liabilities of a Grantor thereunder. The undersigned hereby agrees to be bound as a Grantor for the purposes of the Guarantee, Pledge and Security Agreement.

The information set forth in Annex 1-A is hereby added to the information set forth in Schedules 1 through 5 to the Guarantee, Pledge and Security Agreement. By acknowledging and agreeing to this Joinder Agreement, the undersigned hereby agree that this Joinder Agreement may be attached to the Guarantee, Pledge and Security Agreement and that the Pledged Collateral listed on Annex 1-A to this Joinder Amendment shall be and become part of the Collateral referred to in the Guarantee, Pledge and Security Agreement and shall secure all Secured Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Article IV of the Guarantee, Pledge and Security Agreement applicable to it is true and correct on and as the date hereof as if made on and as of such date.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS JOINDER AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

[Additional Grantor]

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

[EACH GRANTOR PLEDGING
ADDITIONAL COLLATERAL]

By: _____
Name:
Title:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____
Name:
Title:

SCHEDULE 1
TO
GUARANTEE, PLEDGE AND SECURITY AGREEMENT

FILINGS

Filing of a financing statement against each of the Canadian Borrower and each additional Grantor under the *Personal Property Security Act* (Ontario).

SCHEDULE 2
TO
GUARANTEE, PLEDGE AND SECURITY AGREEMENT

JURISDICTION OF ORGANIZATION; CHIEF EXECUTIVE OFFICE

Legal Name of Entity	Jurisdiction of Organization	Chief Executive Office
ADHESION SUB CANADA LTD.	Canada	5300 Commerce Court West 199 Bay Street Toronto, Ontario M5L 1B9

SCHEDULE 3
TO
GUARANTEE, PLEDGE AND SECURITY AGREEMENT
LOCATION OF INVENTORY AND EQUIPMENT

Nil

SCHEDULE 4
TO
GUARANTEE, PLEDGE AND SECURITY AGREEMENT

PLEDGED COLLATERAL

Pledged Stock

Pledged Entity	Pledgor	Class of Stock/Type of Equity Securities	Certificate Number(s)	Number of Shares	Percentage of Outstanding Shares
Nil.					

Pledged Debt Instruments

Intercompany Note issued by York Label Canada, Ltd. to Adhesion Sub Canada Ltd. on the Closing Date in the amount of C\$27,000,000.

Intercompany Note issued by York Label Canada, Ltd. to Adhesion Sub Canada Ltd. on the Closing Date in the amount of \$12,500,000.

Intercompany Note issued by York Label Canada, Ltd. to Adhesion Sub Canada Ltd. on the Closing Date in the amount of \$12,500,000.

SCHEDULE 5
TO
GUARANTEE, PLEDGE AND SECURITY AGREEMENT

[Copyright] [Patent] [Trademark] [Design] Registrations

Nil.