

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Graphic Controls LLC		11/17/2008	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RBS Citizens, N.A.		
<b>Street Address:</b>	833 Broadway		
<b>City:</b>	Albany		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12207		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3048776	SHARKSKIN	
Registration Number:	2835419	SURE MARK	
Registration Number:	2946049	SURE SCAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(716)853-5199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	jdeck@lippes.com		
<b>Correspondent Name:</b>	Jillian E. Deck		
<b>Address Line 1:</b>	665 Main Street		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14203		
<b>NAME OF SUBMITTER:</b>	Jillian E. Deck		
<b>Signature:</b>	/Jillian E. Deck/		

OP \$90.00 3048776

Date:

12/15/2008

**Total Attachments: 11**

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## AMENDED AND RESTATED SECURITY AGREEMENT

This Amended and Restated Security Agreement (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Agreement"), dated as of November 1, 2008 is made by GRAPHIC CONTROLS LLC, a New York limited liability company having its principal office and place of business at 400 Exchange Street, Buffalo, New York 14204 (the "Debtor") in favor of RBS CITIZENS, N.A., a national banking association having its principal office and place of business at 833 Broadway, Albany, New York 12207 (the "Secured Party").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, Debtor agrees with Secured Party as follows:

1. Security Interest. Debtor hereby grants to Secured Party a security interest ("Security Interest") in all of the following property and in all Proceeds and Products thereof in any form including, but not limited to, insurance proceeds, increases and profits received therefrom, all substitutions therefor, goods represented by, and books and records pertaining thereto whether any of the foregoing is now or hereafter acquired ("Collateral"): all money, goods, machinery, Equipment, Fixtures, Inventory, Accounts, Chattel Paper, Letter of Credit Rights, Deposit Accounts, Commercial Tort Claims, Documents, Instruments, Investment Property and General Intangibles now owned or hereafter acquired by Debtor and wherever located.

2. Indebtedness Secured. The Security Interest granted by Debtor secures payment of any and all indebtedness and liabilities of Debtor to Secured Party, whether now existing or hereafter incurred, of every kind and character, direct or indirect, joint or several, absolute or contingent, due or to become due, and whether any such indebtedness or liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by Secured Party for taxes, assessments, insurance and other charges and expenses as hereinafter provided, all obligations and liabilities of the Debtor under interest rate swap agreements, interest rate cap agreements and interest rate collar agreements or arrangements with the Secured Party designed to protect the Debtor against fluctuations in interest rates or currency exchange rates (hereinafter collectively "Indebtedness").

3. Representations and Warranties of Debtor. Debtor represents and warrants and, so long as any Indebtedness remains unpaid, shall be deemed continuously to represent and warrant that: (a) Debtor is the owner of the Collateral free of all security interests, adverse claims or other encumbrances other than Permitted Liens as defined in the Amended and Restated Credit Agreement dated as of the date hereof between Debtor and Secured Party (the "Credit Agreement"); (b) Debtor is authorized to enter into this Security Agreement, and this Security Agreement is not in contravention of any law or any indenture, agreement or undertaking to which Debtor is a party or by which it is bound; (c) Debtor is duly organized, existing and in

good standing under the laws of the State of New York; (d) Debtor is engaged in business operations, Debtor's business is carried on, Debtor's chief executive office is located, and Debtor's records concerning the Collateral are kept, at the addresses specified on Schedule I hereto; (e) each Account, Chattel Paper, Document, Instrument, General Intangible which is an outstanding obligation is genuine and enforceable in accordance with its terms against the party obligated to pay it ("Account Debtor"); and (f) any amounts represented by Debtor to Secured Party as owing by each or any Account Debtor is the correct amount owing not subject to any defense, offset, claim or counterclaim against Debtor.

4. Covenants of Debtor. So long as any Indebtedness remains unpaid, Debtor (a) will defend the Collateral against the claims and demands of all other parties, including any Account Debtor, will keep the Collateral free from all security interests or other encumbrances other than Permitted Liens as defined in the Credit Agreement, and will not sell, transfer, lease, or otherwise dispose of any Collateral or any interest therein without the prior written consent of Secured Party, except that, until the occurrence of an Event of Default as specified in paragraph 6 hereof, Debtor may sell, transfer, lease, assign, deliver or otherwise dispose of any Collateral in the ordinary course of business; (b) will notify Secured Party promptly in writing of any change in Debtor's addresses, specified on Schedule I hereto or in Debtor's name, identity or structure; (c) will notify Secured Party promptly in writing of any change in the location of any Collateral or of the records with respect thereto or any additional locations at which the Collateral or records are kept, and will permit Secured Party or its agents to inspect such records in accordance with the applicable provisions of the Credit Agreement; (d) in connection herewith, will execute and deliver to Secured Party such financing statements, and other documents as may be requested by Secured Party, will pay all costs of title searches, and filing financing statements and other documents in all public offices requested by Secured Party, and will do such other things as Secured Party may reasonably request; (e) will pay all taxes, assessments and other charges of every nature which may be levied or assessed against the Collateral; (f) will keep, in accordance with generally accepted accounting principles, consistently applied, accurate and complete books and records concerning the Collateral, will mark any and all such records concerning the Collateral, at Secured Party's request to indicate the Security Interest, and will permit Secured Party or its agents to audit and make extracts from and copy such records or any of Debtor's books, ledgers, reports, correspondence or other records in accordance with the applicable provisions of the Credit Agreement; (g) will not, without Secured Party's written consent, make or agree to make any alteration, modification or cancellation of, or substitution for, or credits, adjustments or allowances on, any Collateral other than in the ordinary course of business; (h) will promptly notify Secured Party of any material default in payment or performance of its obligations with respect to any of the Collateral; (i) will keep the Collateral in good condition and repair; and will not use the Collateral in violation of any provisions of this Security Agreement, of any applicable statute, regulation or ordinance or of any policy insuring the Collateral; (j) will pay all taxes, assessments and other charges of every nature which may be imposed, levied or assessed against Debtor or any of Debtor's assets, prior to the date of attachment of any penalties or liens with respect thereto (other than liens attaching prior to payment becoming due, if payment is made when due), provided, however, Debtor shall not be required to pay any such tax, assessment or other charge so long as its validity is being contested

in good faith by appropriate proceedings diligently conducted; and (k) will insure the Collateral against risks, in coverage, form and amount, and by insurer, in accordance with the applicable provisions of the Credit Agreement, and, at Secured Party's request, will cause each policy to be payable to Secured Party as a named insured or loss payee, as its interest may appear, and deliver each policy or certificate of insurance to Secured Party.

5. Verification of Collateral. Secured Party shall have the right to verify all or any Collateral in any manner and through any medium Secured Party may reasonably consider appropriate and Debtor agrees to furnish all assistance and information and perform any acts which Secured Party may reasonably require in connection therewith.

6. Notification and Payments. After the occurrence of an Event of Default, Secured Party may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to Secured Party. After the occurrence of an Event of Default, all payments on and from Collateral received by Secured Party directly or from Debtor shall be applied to the Indebtedness in such order and manner and at such time as Secured Party shall, in its sole discretion, determine. After the occurrence of an Event of Default, Secured Party may demand of Debtor in writing, before or after notification to Account Debtors and without waiving in any manner the Security Interest, that any payments on and from the Collateral received by Debtor: (i) shall be held by Debtor in trust for Secured Party in the same medium in which received; (ii) shall not be commingled with any assets of Debtor; and (iii) shall be delivered to Secured Party in the form received, properly indorsed to permit collection, not later than the third business day following the day of their receipt; and Debtor shall comply with such demand. Debtor shall also promptly notify Secured Party of the return to or repossession by Debtor of a material amount of Goods underlying any Collateral, and Debtor shall hold the same in trust for Secured Party and shall dispose of the same as Secured Party directs.

7. Commercial Tort Claims. If the Debtor shall at any time hold or acquire a Commercial Tort Claim, in addition to those listed on the Schedule I attached hereto, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

8. Registered Holder of Collateral. After the occurrence of an Event of Default, if any Collateral consists of investment securities, Debtor authorizes Secured Party to transfer the same or any part thereof into its own name or that of its nominee so that Secured Party or its nominee may appear of record as the sole owner thereof.

9. Income from and Interest on Collateral Consisting of Instruments.

(a) Until the occurrence of an Event of Default, Debtor reserves the right to receive all income from or interest on the Collateral consisting of Instruments or Investment

Property, and if Secured Party receives any such income or interest prior to such Event of Default, Secured Party shall pay the same promptly to Debtor.

(b) After the occurrence of an Event of Default, Debtor will not demand or receive any income from or interest on such Collateral, and if Debtor receives any such income or interest without any demand by it, same shall be held by Debtor in trust for Secured Party in the same medium in which received, shall not be commingled with any assets of Debtor and shall be delivered to Secured Party in the form received, properly indorsed to permit collection, not later than the third business day following the day of its receipt. Secured Party may apply the net cash receipts from such income or interest to payment of any of the Indebtedness, provided that Secured Party shall account for and pay over to Debtor any such income or interest remaining after payment in full of the Indebtedness.

10. Increases, Profits, Payments or Distributions.

(a) After the occurrence of an Event of Default, Debtor authorizes Secured Party: (i) to receive any increase in or profits on the Collateral (including, without limitation, any Investment Property issued as a result of any stock split or dividend, any capital distributions and the like), and to hold the same as part of the Collateral; and (ii) to receive any payment or distribution on the Collateral upon redemption by, or dissolution and liquidation of, the issuer of any Investment Property; to surrender such Collateral or any part thereof in exchange therefor; and to hold the net cash receipts from any such payment or distribution as part of the Collateral.

(b) After the occurrence of an Event of Default, if Debtor receives any such increase, profits, payments or distributions, Debtor will receive and deliver same promptly to Secured Party on the same terms and conditions set forth in paragraph 9(b) hereof respecting income or interest, to be held by Secured Party as part of the Collateral.

11. Event of Default.

(a) An Event of Default hereunder shall be an Event of Default, as defined in the Credit Agreement;

(b) Upon the happening of any Event of Default, Secured Party's rights and remedies with respect to the Collateral shall be those of a Secured Party under the Uniform Commercial Code in effect from time to time in the State of New York, and under any other applicable law in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party;

(c) Debtor agrees to pay all costs and expenses incurred by Secured Party in enforcing this Security Agreement, in preserving, processing, selling, collecting upon or in realizing upon any Collateral and in enforcing and collecting any Indebtedness, including, without limitation, if Secured Party retains counsel for any such purpose, actual attorney's fees.

12. Notices. Any notice or demand to be given hereunder or any notice or demand delivered pursuant to this Agreement shall be duly given if mailed by registered or certified mail to each of the parties at the addresses specified in the first paragraph of this Agreement and shall be effective two (2) Business Days after the date of mailing.

13. Miscellaneous.

(a) Debtor hereby authorizes Secured Party, at Debtor's expense, to file such financing statement or statements, or other documents relating to the Collateral without Debtor's signature thereon as Secured Party at its option may deem appropriate, and appoints Secured Party as Debtor's attorney-in-fact (without requiring Secured Party) to execute any such financing statement or other documents in Debtor's name and to perform all other acts which Secured Party deems appropriate to perfect and continue the Security Interest and to protect and preserve the Collateral;

(b) After the occurrence of an Event of Default, Secured Party may notify any or all Account Debtors, and other parties obligated to pay the Collateral, of the Security Interest granted hereby and may also direct any and all such parties to make all payments of the Collateral to Secured Party, and Debtor shall join in such direction, if requested by Secured Party;

(c) (i) As further security for payment of the Indebtedness, Debtor hereby grants to Secured Party a security interest in and lien on any and all property of Debtor which is or may hereafter be in Secured Party's possession in any capacity which lien shall be subject and subordinate to prior existing liens, if any, and with respect to all of such property, Secured Party shall have the same rights under this paragraph as it has with respect to the Collateral;

(ii) Without limiting any other right of Secured Party, whenever Secured Party has the right to declare any Indebtedness to be immediately due and payable (whether or not it has so declared), Secured Party at its sole election may set off against the Indebtedness any and all monies then owed to Debtor by Secured Party in any capacity, whether or not due, and Secured Party shall be deemed to have exercised such right of setoff immediately at the time of such election even though any charge therefor is made or entered on Secured Party's records subsequent thereto;

(d) Upon Debtor's failure to perform any of its duties hereunder, Secured Party may, but shall not be obligated to, perform any and all such duties, and Debtor shall pay an amount equal to the expense thereof to Secured Party forthwith upon written demand by Secured Party;

(e) Secured Party may demand, collect and sue on the Collateral (in either Debtor's or Secured Party's name at the latter's option) with the right to enforce, compromise, settle or discharge the Collateral, and may endorse Debtor's name on any and all checks, commercial paper, and any other Instruments pertaining to or constituting the Collateral;

(f) No course of dealing and no delay or omission by Secured Party in exercising any right or remedy hereunder with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Secured Party may remedy any default or Event of Default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default or Event of Default remedied and without waiving any other prior or subsequent default or Event of Default by Debtor. All rights and remedies of Secured Party hereunder are cumulative;

(g) Secured Party shall have no obligation to take, and Debtor shall have the sole responsibility for taking, any and all steps to preserve rights against any and all prior parties to any Instrument, Investment Property or Chattel Paper, or Proceeds thereof, and whether or not in Secured Party's possession. Debtor waives protest of any Instrument constituting Collateral at any time held by Secured Party on which Debtor is in any way liable and waives notices of any other action taken by Secured Party;

(h) The rights and benefits of Secured Party hereunder shall, if Secured Party so agrees, inure to any party acquiring any interest in the Indebtedness or any part thereof;

(i) No modification, rescission, waiver, release or amendment of any provision of this Security Agreement shall be made except by a written agreement subscribed by Debtor and by a duly authorized officer of Secured Party;

(j) All capitalized terms used herein shall have the same definitions as set forth in the Uniform Commercial Code of the State of New York unless otherwise defined herein;

(k) Upon receipt of an affidavit of an officer of Secured Party as to the loss, theft, destruction or mutilation of this Security Agreement or any other security document which is not of public record and, in the case of any such loss, theft, destruction or mutilation, upon cancellation of any promissory note or other security document, Debtor will issue, in lieu thereof, a replacement note or other security document in the same principal amount thereof and otherwise of like tenor.

(l) This Security Agreement shall remain in full force and effect until all of the Indebtedness contracted for or any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be irrevocably paid in full.

14. General Waivers. Debtor hereby waive(s) presentment, notice of dishonor and protest of all instruments included in or evidencing the Indebtedness or the Collateral and any and all other notices and demands whatsoever. The undersigned waives all demands, notices and protests of every kind which are not expressly required under this Security Agreement which are permitted by law to be waived, and which would, if not waived, impair Secured Party's



enforcement of this Security Agreement or release any collateral from Secured Party's security interest hereunder. By way of example, but not in limitation of the Secured Party's rights under this Security Agreement, the Secured Party does not have to give any undersigned notice of any of the following:

- (a) notice of acceptance of this Security Agreement;
- (b) notice of loans made, credit extended, Collateral received or delivered;
- (c) any Event of Default;
- (d) except as otherwise provided herein, enforcement of this Security Agreement against the Collateral; or
- (e) any other action taken in reliance on this Security Agreement.

Debtor waives all rules of suretyship law and any other law whatsoever which is legally permitted to be waived and which would, if not waived, impair the Secured Party's enforcement of its security interests.

15. Waiver of Jury Trial. DEBTOR AND SECURED PARTY (BY ACCEPTANCE OF THIS SECURITY AGREEMENT) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF SECURED PARTY RELATING TO THE ADMINISTRATION OF THE INDEBTEDNESS OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED, EXCEPT AS PROHIBITED BY LAW, DEBTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. DEBTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR SECURED PARTY TO ACCEPT THIS AGREEMENT AND EXTEND THE INDEBTEDNESS.

16. Severability. If any provision of this Security Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this security Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

17. Governing Law. This Security Agreement and the transactions evidenced hereby shall be construed under the internal laws of the State of New York without regard to principles of conflict of law. Debtor agrees that any suit for the enforcement of this Security Agreement or any of the other Loan Documents may be brought in the courts of New York State or any Federal Court sitting therein and consents to the nonexclusive jurisdiction of such court and service of process in any such suit being made upon Debtor by mail at the address of Debtor set forth on the first page of this Security Agreement. Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit in any such court or that such suit is brought in an inconvenient forum.

18. Execution by Secured Party. This Agreement shall take effect immediately upon execution by the Debtor and the execution hereof by the Secured Party shall not be required as a condition to the effectiveness of this Security Agreement. The provision for execution by the Secured Party is solely for the purpose of filing this Security Agreement to the extent required or permitted by law.

19. Amended and Restated Agreement. This Agreement amends, restates and supersedes, in its entirety, that certain Security Agreement dated May 24, 2004 executed by Debtor in favor of Charter One Bank, National Association, to which the Secured Party is the successor.

**[Remainder of the page intentionally left blank]**

**[Signature page follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Debtor:

GRAPHIC CONTROLS LLC  
a New York limited liability company

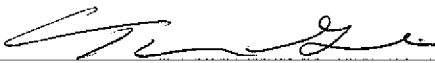
By: \_\_\_\_\_

John F. Dunbar, Jr.

Title: Executive Vice President

Secured Party:

RBS CITIZENS, N.A.

By:  \_\_\_\_\_

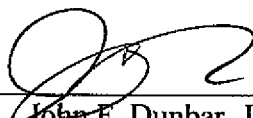
Thomas L. Giles

Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Debtor:

GRAPHIC CONTROLS LLC  
a New York limited liability company

By:   
John F. Dunbar, Jr.

Title: Executive Vice President

Secured Party:

RBS CITIZENS, N.A.

By: \_\_\_\_\_  
Thomas L. Giles

Title: Senior Vice President

[Signature page to Amended and Restated General Security Agreement]

TRADEMARK  
REEL: 003903 FRAME: 0453

## SCHEDULE I

### Locations of Debtor

Chief Executive Office:

400 Exchange Street, Buffalo, New York 14204

### Other Locations of Collateral:

#### **Third Party Warehousing:**

1. 400 Exchange Street  
Buffalo, NY 14204
2. Warehouse Las Vegas  
4050 West Sunset Road, Suite H  
Las Vegas, NV 89118
3. MITCO LTD.  
2701 142<sup>nd</sup> Ave. E.  
Sumner, WA 98390

#### **Consignment Arrangements:**

4. MARTIN DECKER TOTCO  
1200 Cypress Creek Rd.  
Cedar Park, TX 78613

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#### Commercial Tort Claims:

NONE

Tax Identification Number: 20-0922184