

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MPS/IH, LLC		04/09/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1707281	IVY HILL	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-350-7729		
Email:	bsmith@winston.com		
Correspondent Name:	James W. Ewing		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28262		
ATTORNEY DOCKET NUMBER:	80393.07011		
NAME OF SUBMITTER:	James W. Ewing		
Signature:	/James W. Ewing/		

CH \$40.00 1707281

Date:

04/14/2009

Total Attachments: 8

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated April 9, 2009, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Wachovia Bank, National Association ("*Wachovia*"), as collateral agent (together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement, the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, John Henry Holdings, Inc., a Delaware corporation, has entered into a Second Lien Senior Secured Credit Agreement dated as of December 31, 2004 (as amended by Amendment No. 1 to Second Lien Senior Secured Credit Agreement dated July 29, 2005, and as amended and restated by the Amended and Restated Second Lien Senior Secured Credit Agreement dated April 7, 2006, and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "*Credit Agreement*"), with Wachovia Bank, National Association, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Second Lien Security Agreement dated December 31, 2004 (as reaffirmed by the Reaffirmation Agreement dated April 7, 2006, and as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "*Security Agreement*") and that certain Security Agreement Supplement dated April 22, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Supplement*").

WHEREAS, pursuant to the Supplement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral set forth on Schedule VI to the Supplement and has agreed as a condition of the Security Agreement to execute this IP Security Agreement Supplement for recording such security interest with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

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

SECTION I. Grant of Security. Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in

United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) the copyrights set forth in Schedule C hereto (the "*Copyrights*");

(iv) all revisions or renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this IP Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

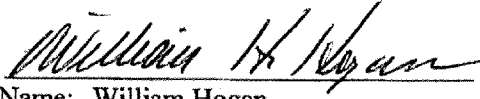
SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

[Signature Page Follows]

Very truly yours,

MPS/IH, LLC

By 

Name: William Hogan

Title: Executive Vice President and Treasurer

Address for notices:

5800 W. Grand River

Lansing, MI 48906

Attention: CFO/Corporate Controller

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

SCHEDULE A

U.S. Patents:

In connection with Cinram International Inc.'s acquisition of the Company from Time Warner Inc. in 2003, the Company acquired and has a non-exclusive, royalty-free, paid-up, perpetual, irrevocable, worldwide, fully transferable and sublicensable right and license from Time Warner Inc. to use the following patents:

Patent	Patent No.
Modular storage system for recording media	6,634,495
Combined container and slide tray for holding a compact disc	D407,591
Package for a recording medium and method of assembling same	5,819,926
Ecologically acceptable package for a recording medium	5,816,394
Slide tray package for recording medium	5,709,300
Glueless storage package	5,701,997
Short end cap storage package	5,562,207
Glueless storage package	5,531,321
Twist box	D362,619
Storage package with variable depth compartment	5,425,448
Paperboard package	5,379,894
Holder/end cap for storage package	5,372,253
CD package comprising non-plastic panels	5,366,074
Lens package	5,333,732
Compact disc jacket and blank therefor	5,333,728
Storage package for recording medium	5,332,089
Method of making a product having a concealed message	5,282,917
Compact disc jacket	5,248,032
Compact disc storage package	5,219,417
Compact disc holder and package therefor	5,205,450
Compact disc storage pack	5,188,230
Product having concealed message	5,028,076
Sift-proof carton and blank therefor	4,982,846
Tamper-evident packaging, method of making same and intermediate therein	4,972,953
Sift-proof carton and blank therefor	4,941,575
Easy opening, reclosable carton	4,718,557
Tamper-evident packaging, method of making same, and intermediate therein	4,718,553
Slip case package for book and computer software disk	4,674,632

U.S. Pending Patent Applications:

Patent	Serial No. / Filed	Status
Optical Disc Enclosure Incorporating Fragrance Atomizer	11/940,904 11/15/2007	Pending
Ecofriendly Package for CDs and DVDs	11/717,229 3/12/2007	Pending

Optical Disc Mail Piece for Automated Letter Processing by U.S. Postal Service Equipment	12/114,512 5/5/2008	Pending
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

SCHEDULE B

U.S. Trademark Registrations:

Trademark	Country	Reg. No. / Date	App. No. / Filed	Status
IVY HILL	USA	1,707,281 8/11/1992	Serial No. 74139202 2/14/1991	Registered
FLIP-PAK	JP	4550236 3/8/2002	180493 10/4/2000	Registered
FLP	AU	703,380 12/18/1997	N/A	Expired
FLP	NZ	258,843 3/4/1998	N/A	N/A

U.S. Pending Trademark Applications: None.

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

SCHEDULE C

U.S. Copyright Registrations:

Copyright	Reg. No. / Date	Status
Ivy Hill electronic job ticket	TXu1111802 5/2/2002	Registered
Measuring print characteristics	TXu573080 2/12/1993	Registered

U.S. Pending Copyright Applications: None.