

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ivy Hill Corporation		04/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MPS/IH, LLC		
Street Address:	c/o John Henry Holdings, Inc.		
Internal Address:	5800 W. Grand River		
City:	Lansing		
State/Country:	MICHIGAN		
Postal Code:	48906		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1707281	IVY HILL	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-446-4843		
Email:	aechery@omm.com		
Correspondent Name:	Edward Sadtler, Esq.		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	Citigroup Center, 153 East 53rd Street		
Address Line 4:	New York, NEW YORK 10022-4611		
ATTORNEY DOCKET NUMBER:	0415145-03		
NAME OF SUBMITTER:	Alexandra C. Echery		
Signature:	/ace/		

CH \$40.00 1707281

Date:

04/20/2009

Total Attachments: 5

source=Ivy Hill & MPS-IH LLC Assignment of Trademarks#page1.tif

source=Ivy Hill & MPS-IH LLC Assignment of Trademarks#page2.tif

source=Ivy Hill & MPS-IH LLC Assignment of Trademarks#page3.tif

source=Ivy Hill & MPS-IH LLC Assignment of Trademarks#page4.tif

source=Ivy Hill & MPS-IH LLC Assignment of Trademarks#page5.tif

ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This ASSIGNMENT OF TRADEMARKS, dated April 9, 2009 (this "Agreement"), is entered into by and between MPS/IH, LLC, a Delaware limited liability company ("Buyer"), and Ivy Hill Corporation, a Delaware corporation (the "Company").

WHEREAS, Multi Packaging Solutions, Inc., a Delaware corporation, Buyer, Cinram International Income Fund, a Canadian income trust, and the Company (collectively, the "Parties") have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which the Company has agreed to sell and assign, and Buyer has agreed to buy and acquire, all of the Company's rights, title and interests in and to (i) the Company's trademarks, including without limitation those set forth in Exhibit A attached hereto (the "Trademarks") and (ii) certain of the Company's domain names as set forth in Exhibit A attached hereto (the "Domain Names").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby assigns, transfers and conveys to Buyer, its successors, assigns and other legal representatives, all rights, title and interests worldwide, including common law rights, in and to the Trademarks and Domain Names, together with the goodwill of the business symbolized by the Trademarks and Domain Names, and any applications or registrations therefor in the U.S. and throughout the world, and including the right to sue and recover damages for past and future infringements of the Company's rights in the Trademarks and Domain Names and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks.

The Company further agrees that, should additional or further documentation of the assignment of the Trademarks or Domain Names be required for whatever reason, the Company will, without further consideration, provide or execute such other information or documents as may be necessary upon Buyer's reasonable request. Additionally, with respect to the Domain Names, Company shall execute the domain name transfer procedure established by the applicable domain name registrar for each Domain Name to complete the transfer of each of the Domain Names to Buyer, with the result that Buyer is listed as the registrant for each Domain Name no later than fifteen (15) business days from date hereof.

Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the Parties under the Purchase Agreement.

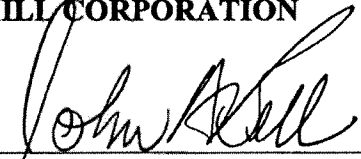
This Agreement shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of New York applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in

good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement and the Purchase Agreement are the complete and exclusive statement of the mutual understanding of Buyer and the Company regarding the subject matter of this Agreement and supersede and cancel all previous and contemporaneous written and oral agreements and understandings relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the Company has caused this Assignment of Trademarks and Domain Names to be executed by its duly authorized representatives effective as of the date first written above.

COMPANY:

IVY HILL CORPORATION

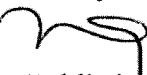
By: 

Name: John Bell
Title: Treasurer

PROVINCE
STATE OF ONTARIO)
CITY)
COUNTY OF TORONTO)

The foregoing instrument was acknowledged before me this 7th day of April, 2009, by John Bell, Treasurer of Ivy Hill Corporation, on behalf of Ivy Hill Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public in and for Province of Ontario
[State]


[SEAL]

My Commission Expires:

N/A

This Assignment of Trademarks and Domain Names is acknowledged and agreed to as of the date first written above by:

BUYER:

MPS/IH, LLC

By: William Hogan

Name: William Hogan

Title: Executive Vice President

Assignment of Trademarks and Domain Names

TRADEMARK
REEL: 003972 FRAME: 0996

EXHIBIT A

TRADEMARKS AND DOMAIN NAMES

Trademarks

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

Domain names:

IVYHILLPKG.COM
IVYHILL-ACCESS.COM
IVYHILL-WMS.COM
IVYHILL-DGS.COM