

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>ARCHWAY MARKETING SERVICES, INC.</td> <td></td> <td>07/06/2009</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	ARCHWAY MARKETING SERVICES, INC.		07/06/2009	CORPORATION: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
ARCHWAY MARKETING SERVICES, INC.		07/06/2009	CORPORATION: DELAWARE						
<b>RECEIVING PARTY DATA</b>									
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT								
Street Address:	30 South Wacker Drive								
Internal Address:	Suite 3700								
City:	Chicago								
State/Country:	ILLINOIS								
Postal Code:	60606								
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE								
<b>PROPERTY NUMBERS Total: 1</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3040107</td> <td>ARCHWAY</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3040107	ARCHWAY			
Property Type	Number	Word Mark							
Registration Number:	3040107	ARCHWAY							
<b>CORRESPONDENCE DATA</b>									
Fax Number:	(312)863-7806								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	312-863-7198								
Email:	nancy.brougher@goldbergkohn.com								
Correspondent Name:	Nancy Brougher								
Address Line 1:	Goldberg Kohn								
Address Line 2:	55 East Monroe Street, Suite 3300								
Address Line 4:	Chicago, ILLINOIS 60603								
ATTORNEY DOCKET NUMBER:	4975.170								
NAME OF SUBMITTER:	Nancy Brougher								
Signature:	/njb/								

OP \$40.00 3040107

900138045

**TRADEMARK**  
 REEL: 004017 FRAME: 0784

Date:

07/07/2009

**Total Attachments: 4**

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**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of November 3, 2008 (the "Trademark Security Agreement") made by Archway Marketing Services, Inc., a Delaware corporation ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as Agent for Lenders ("Agent") is made as of July 6, 2009.

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the financial institutions party thereto from time to time (together with there respective successors and assigns, "Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of the Grantor;

WHEREAS, the Grantor, certain affiliates of Grantor and Agent are parties to that certain Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (as it may be amended, restated or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Trademarks", as such term is defined in the Guarantee and Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;


NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

**1. SCHEDULES. SCHEDULE 1 AS REFERRED TO IN THE TRADEMARK SECURITY AGREEMENT SHALL BE DEEMED TO REFER TO SCHEDULE 1 AS AMENDED BY THE ADDITION OF THE NEW TRADEMARKS SCHEDULED ON SCHEDULE A ATTACHED HERETO.**

**2. EFFECT OF AMENDMENT. EXCEPT AS EXPRESSLY AMENDED BY THIS AMENDMENT, THE TERMS OF THE TRADEMARK SECURITY AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AS EXECUTED.**

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

ARCHWAY MARKETING SERVICES, INC.

By:   
Name: NATHAN FETSCHE  
Title: VP

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

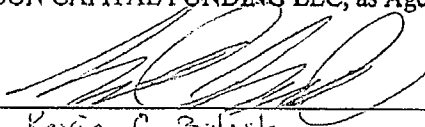
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

ARCHWAY MARKETING SERVICES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:   
Name: Kevin C Bolash  
Title: Vice President

**SCHEDULE A**

<b>Mark</b>	<b>Registration Number</b>	<b>Date</b>
Archway	3040107	01/10/06