

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies)/Execution Date(s):</b>  Ideal Tape Co., Inc.</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership           <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other: _____                  Citizenship (see guidelines) _____                  Execution Date(s) <u>June 30, 2009</u>                  Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No             </p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Wachovia Bank, National Association</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1133 Avenue of the Americas</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u></p> <p>Country: <u>USA</u>    Zip: <u>10038</u></p> <p><input checked="" type="checkbox"/> Association    Citizenship <u>USA</u></p> <p><input type="checkbox"/> General Partnership    Citizenship _____</p> <p><input type="checkbox"/> Limited Partnership    Citizenship _____</p> <p><input type="checkbox"/> Corporation    Citizenship _____</p> <p>Other _____    <input type="checkbox"/> Citizenship</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance:</b></p> <p> <input type="checkbox"/> Assignment                                  <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____             </p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) See Attached Schedule I</p> <p>B. Trademark Registration No.(s) See Attached Schedule I</p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</p>	
<p><b>5. Name address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>UCC Direct Services</u></p> <p>Street Address: <u>187 Wolf Road, Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>NY</u>    Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Fax Number: <u>800-982-7049</u></p> <p>Email Address: <u>cls-udsalbanv@wolterskluwers.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <u>1</u></p> <p><b>7. Total Fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> <u>\$40-</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p><b>8. Payment information:</b></p> <p>a. Credit Card                          Last 4 Numbers <u>5683</u> Expiration Date <u>1/109</u></p> <p>b. Deposit Account Number _____ Authorized User Name: _____</p>
<p><b>9. Signature:</b> _____ <u>Kareem Ansley</u>    <u>7/1/09</u></p> <p style="text-align: center;">Signature    Date</p> <p style="text-align: center;">Kareem Ansley Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document. <input checked="" type="checkbox"/></p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6895, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**List of Trademarks and Trademark Applications**

**Trademarks**

<b>Mark</b>	<b>Juris- diction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Record Owner</b>
IDEAL	U.S.	76-290,642 7/26/2001	2,731,264	07/01/2003	Registered	Ideal Tape Co., Inc.

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of June 30, 2009, is by IDEAL TAPE CO., INC., a Delaware corporation, located at 57 River Street, Wellesley Hills, Massachusetts 02481 (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, located at 1133 Avenue of the Americas, New York, New York 10036, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement).

### WITNESSETH:

WHEREAS, Agent and the financial institutions who are parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement).

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a continuing security interest in, a lien upon, and a right of set off against, certain property, including, without limitation, certain of its Intellectual Property, to Agent, for itself and the benefit of the Secured Parties, to secure the payment and performance of the Obligations and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure payment and performance of all Grantor's Obligations, Grantor hereby grants to the Agent, for itself and the benefit of the Secured Parties, a continuing security interest in, a lien upon, and right of set-off against, all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or existing, and wherever located (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trademark rights and trademark applications (other than any "intent-to-use" marks), including those referred to on Schedule I hereto, now owned and hereafter arising or acquired;

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- (b) all reissues, continuations, continuations-in-part or extensions of the foregoing;
- (c) all rights to sue for past, present or future infringement of any of the foregoing; and
- (d) all proceeds and products of the foregoing.

Notwithstanding anything to the contrary contained in this Section 2, the grant of security hereunder and the term "Trademark Collateral" shall not include any applications for any trademarks that have been filed with the U.S. Patent and Trademark Office on the basis of an "intent-to-use" with respect to such marks, unless and until a statement of use or amendment to allege use is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of Grantor in such marks is no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted by Grantor to Agent hereunder.

**3. LOAN AND SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under Section 10 of the Loan Agreement with respect to the Trademark Collateral.

**4. GOVERNING LAW.** The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

**5. COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Agent have executed this Trademark Security Agreement as of the day and year first above written.

IDEAL TAPE CO., INC.

By:   
Name: Richard G. Marcus  
Title: President

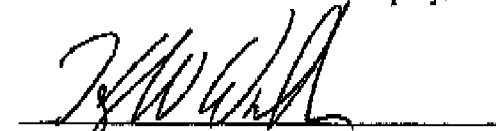
**ACKNOWLEDGMENT OF GRANTOR**

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF NORFOLK

) ss

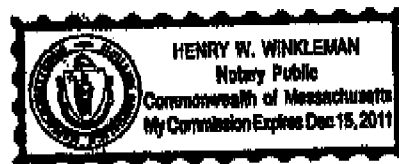
On this 23<sup>rd</sup> Day of June, 2009 before me, Henry W. Winkleman, the undersigned Notary Public personally appeared Richard G. Marcus proved to me through satisfactory evidence of identity, which was personal knowledge to be the person name was signed on the preceding or attached document and who executed the foregoing instrument on behalf of Ideal Tape Co., Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

{seal}

My commission expires 12/15/11


[SIGNATURES CONTINUED ON NEXT PAGE]



*[Signature Page to Trademark Security Agreement - ITC]*

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WACHOVIA BANK, NATIONAL ASSOCIATION, as  
Agent

By:   
Name: Marc J. Beckel  
Title: Managing Director

*[Signature Page to Trademark Security Agreement - JTC]*

EXHIBIT A  
TO  
TRADEMARK SECURITY AGREEMENT

**SPECIAL POWER OF ATTORNEY**

STATE OF \_\_\_\_\_ )  
   ) ss.:  
 COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that IDEAL TAPE CO., INC., a Delaware corporation ("Debtor"), having an office at 57 River Street, Wellesley Hills, Massachusetts 02481, hereby constitutes and appoints WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, located at 1133 Avenue of the Americas, New York, New York 10036, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as defined in the Security Agreement referred to below) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), and each of Agent's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to the Trademark Collateral (as defined in the Security Agreement), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between Debtor and Agent, dated as of the date hereof (the "Security Agreement"), and is subject to the terms and provisions thereof. This Power of Attorney may not be revoked until all of Debtor's Obligations (as defined in the Loan Agreement) have been fully and finally discharged and paid.

June \_\_, 2009

IDEAL TAPE CO., INC.

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

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

ss.

On this \_\_\_\_ day of June, 2009 before me personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ideal Tape Co., Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

{seal}