TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alsip Acquisition, LLC		11/06/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	RBS Business Capital, a division of RBS Asset Finance, Inc.
Street Address:	53 State Street, 9th Floor
Internal Address:	Attention: Mr. John D. Bobbin, Vice President
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2758676	CONNECTION GLOSS

CH $40.00 2758676

CORRESPONDENCE DATA

Fax Number: (617)338-2880
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-338-2943
Email: kherman@sandw.com
Correspondent Name: Kimberly B. Herman, Esq.
Address Line 1: One Post Office Square
Address Line 2: Sullivan & Worcester LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	21584.8
NAME OF SUBMITTER:	Kimberly B. Herman
Signature:	/Kim Herman/

Date:	11/18/2009

Total Attachments: 13
source=Alsip Acquisition IP Security Agreement#page1.tif
source=Alsip Acquisition IP Security Agreement#page2.tif
source=Alsip Acquisition IP Security Agreement#page3.tif
source=Alsip Acquisition IP Security Agreement#page4.tif
source=Alsip Acquisition IP Security Agreement#page5.tif
source=Alsip Acquisition IP Security Agreement#page6.tif
source=Alsip Acquisition IP Security Agreement#page7.tif
source=Alsip Acquisition IP Security Agreement#page8.tif
source=Alsip Acquisition IP Security Agreement#page9.tif
source=Alsip Acquisition IP Security Agreement#page10.tif
source=Alsip Acquisition IP Security Agreement#page11.tif
source=Alsip Acquisition IP Security Agreement#page12.tif
source=Alsip Acquisition IP Security Agreement#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND LICENSE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT AND LICENSE (hereinafter referred to as the "Agreement") is made as of this 6th day of November, 2009 by ALSIP ACQUISITION, LLC, a Delaware limited liability company ("Borrower"), in favor of RBS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc., a corporation organized under the laws of the State of New York ("Lender").

WITNESSETH:

WHEREAS, Borrower, APCA, LLC, a Delaware limited liability company, and Lender are parties to a Loan and Security Agreement, dated as of even date herewith (as amended, modified or supplemented from time to time, the "Loan Agreement") pursuant to which Borrower has granted to Lender for the benefit the Secured Parties, a security interest in certain TM Collateral (as hereafter defined) of Borrower to secure Borrower's obligations under the Loan Documents, including, without limitation, its obligations under the Notes issued by Borrower pursuant to the Loan Agreement and has agreed to execute and cause to be filed further documents required to be recorded or filed, in order to perfect and maintain the security interests granted under the Loan Agreement and to place in the public record of the Patent and Trademark Office (as defined below) the security interest granted hereunder; and

WHEREAS, Borrower wishes to grant Lender for the benefit of the Secured Parties, a non-exclusive license in and to all of its trademarks, including, without limitation, all unregistered trademarks of Borrower; provided, however, that, unless an Event of Default has occurred and is continuing, the foregoing license shall not be exercised and shall be effective only to the extent necessary to perfect Lender's security interest in the TM Collateral under applicable law.

NOW THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Secured Obligations (as defined below), the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings prescribed therefor in the Loan Agreement. The following additional terms, as used herein, shall have the following respective meanings:

"Business Judgment Exception" shall have the meaning set forth in Section 4 below.

"Lien" means any Person's interest in Property securing an obligation owed to, or a claim by, such Person, whether such interest is based on common law, statute or contract, including liens, security interests, pledges, hypothecations, statutory trusts, reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting Property.

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Secured Obligations" means all (a) principal of and premium, if any, on the Loans, (b) LC Obligations and other obligations of Borrowers with respect to Letters of Credit, (c) interest, expenses, fees and other sums payable by Borrowers under Loan Documents, (d) obligations of Borrowers under any indemnity for Claims, (e) Extraordinary Expenses, (f) Bank Product Debt, and (g) other Debts, obligations and liabilities of any kind owing by Borrowers pursuant to the Loan Documents, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several.

"Trademark License" means any agreement, whether written or oral, providing for the grant by Borrower to any Person or Persons of any right to use any Trademark, including, without limitation, the Trademarks described in Schedule I hereto.

"Trademarks" means all of the following to the extent owned by Borrower:

all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described Schedule I hereto, and all reissues, extensions or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo, or other source or business identifier, now existing or hereafter adopted or acquired.

Section 2. Grant of Security Interest. In furtherance and as confirmation of the security interests granted by Borrower under the Loan Agreement and in order to secure the prompt and complete payment and performance of all the Secured Obligations, together with any and all reasonable expenses which may be incurred by Lender or the Secured Parties in collecting any or all of such Secured Obligations or enforcing any rights, obligations or liabilities under this Agreement, Borrower hereby grants a security interest to Lender, for the benefit of the Secured Parties, in (including, without limitation, a collateral assignment and pledge of) all of Borrower's present and future right, title and interest in and to the following whether presently existing or hereafter arising or acquired (collectively, the "TM Collateral"):

(a) all registered or unregistered Trademarks of Borrower and, where applicable, the federal registrations thereof, including, without limitation, the federal registrations listed on Schedule I attached hereto (the "Registered Trademarks");

(b) Borrower's rights under any licenses that Borrower has granted, or will in the future grant, to any Person or Persons with respect to the Trademarks (the "Trademark Licenses");

(c) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License;

(d) all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Registered Trademarks, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(e) all causes of action, claims and warranties now or hereafter owned or acquired by Borrower in respect of any of the items listed above; and

(f) all proceeds of any of the items described in clauses (a) through (e).

Notwithstanding the Loan Agreement, the collateral assignment and the pledge to Lender, Borrower may continue to own, use and license the TM Collateral. Furthermore, notwithstanding anything in this Agreement, the "TM Collateral" described in this Agreement shall not include any Trademark Licenses to the extent that the granting of a security interest therein would constitute a breach thereof or is prohibited thereby and such prohibition is not ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of Article 9 of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the U.S. Bankruptcy Code) or principles of equity; provided that (x) all accounts and payment intangibles arising under such Trademark Licenses contracts shall be included in the TM Collateral and (y) the TM Collateral shall include all payments and other property received or receivable in connection with any sale or other disposition of such Trademark Licenses; provided further that the foregoing exclusions shall not apply if such prohibition has been waived or such other Person has otherwise consented to the creation hereunder of a security interest in such Trademark Licenses; and provided further that immediately upon the ineffectiveness, lapse or termination of any such prohibition, Borrower shall be deemed to have granted a security interest in all its rights, title and interests in and to Trademark Licenses, as if such prohibition had never been in effect.

Section 3. Representations and Warranties. As an inducement to Lender to enter into this Agreement, Borrower makes the following representations and warranties:

(a) Schedule I sets forth a complete and correct list of all Trademarks and Trademark Licenses in which Borrower has any right, title or interest; said Trademarks are valid, subsisting, unexpired and in full force and effect, have not been adjudged invalid or unenforceable, in whole or in part, and have not been abandoned; to the best of Borrower's knowledge no judgment has been rendered by any governmental authorities which would be reasonably likely to limit, cancel or question the validity of any Trademark.

TRADEMARK
REEL: 004098 FRAME: 0416

(b) Borrower is the sole beneficial owner of the Registered Trademarks, and is the owner of or duly licensed to use or license any of the Trademarks, and, except for Permitted Liens, no Lien exists or will exist upon any Registered Trademark at any time except for the collateral assignment thereof in favor of Lender provided for herein, which collateral assignment and security interest constitutes a first priority perfected security interest in all of the Registered Trademarks.

(c) Except pursuant to Trademark Licenses entered into by Borrower in the ordinary course of business, Borrower owns and possesses the exclusive right to use, and has done nothing to authorize or enable any other Person to use, the Trademarks, including the Registered Trademarks listed on Schedule I.

(d) Except as otherwise disclosed in Schedule 9.1.12 to the Loan Agreement, to the best of Borrower's knowledge, there is no infringement by others of any right of Borrower with respect to any Trademark that would reasonably be expected to have a Material Adverse Effect, Borrower is not infringing in any respect upon any trademark, service mark or other brand source indicia of any other Person, and no proceedings have been instituted or are pending against Borrower or threatened, alleging any such violation, which proceedings would reasonably be expected to have a Material Adverse Effect.

(e) All applications pertaining to the Trademarks have been duly and properly filed, and all registrations or letters pertaining to such Trademarks have been properly filed and issued.

Section 4. Defense of TM Collateral, Etc. Borrower agrees that it will at its expense, at Lender's request, defend the TM Collateral from any and all claims and demands of any other Person; provided, however, nothing herein shall prevent Borrower in the exercise of its reasonable business judgment from determining that it is in the best interest of Borrower to abandon any item of TM Collateral or to refrain from defending any item of TM Collateral against such claims or demands (the foregoing prerogative of Borrower being sometimes referred to herein as the "Business Judgment Exception"). Borrower hereby agrees to pay, indemnify, and hold Lender harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursements or any kind or nature whatsoever with respect to the TM Collateral, including, without limitation, claims of trademark infringement to the extent such claims arise prior to Lender's exercising a right of control over the TM Collateral pursuant hereto, provided that Borrower shall have no obligation hereunder with respect to such indemnification arising from Lender's gross negligence or willful misconduct.

Section 5. Continued Use of Trademarks, Etc.

(a) During the term of this Agreement, Borrower shall (i) employ reasonable standards of quality consistent with past practices in its manufacture of products and delivery of services sold or provided under the Trademarks (and shall do any and all acts reasonably required by Lender to ensure Borrower's compliance with such standards), (ii) employ the appropriate notice of such Trademarks in connection with its use of such Trademarks, (iii) subject, in each case, to the Business Judgment Exception, use each

TRADEMARK
REEL: 004098 FRAME: 0417

Trademark in such a manner as to maintain such Trademark in full force and effect free from any claim or abandonment for non-use and (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless Lender shall obtain a perfected security interest in such mark pursuant to this Agreement. Borrower confirms its commitment to take any and all actions reasonable required by Lender to ensure the maintenance of quality standards consistent with past practices for such products and services.

(b) Subject to the Business Judgment Exception, Borrower agrees as follows: (i) Borrower shall use all commercially reasonable efforts to maintain the registration of the Registered Trademarks listed on Schedule I hereto in full force and effect and use all commercially reasonable efforts to obtain registrations for Trademarks that are the subject of pending trademark applications by taking any action which it reasonably believes necessary, through attorneys of its choice, all at its expense and (ii) in the event that any Trademark is infringed by a third party which may reasonably have a Material Adverse Effect or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Trademark Office which may reasonably have a Material Adverse Effect, Borrower shall promptly notify Lender and shall take such actions as may be reasonably required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the TM Collateral.

(c) Borrower shall promptly notify Lender if it knows, or has reason to know, that any application or registration relating to any Trademark may become abandoned or of any adverse determination or development of any foreign or domestic governmental agency, court or body regarding Borrower's ownership of any Trademark or its right to register the same or to keep and maintain the same.

Section 6. No Assignments, Etc. Borrower shall not, except as otherwise permitted by the Loan Agreement, grant, create or permit to exist any Lien upon the TM Collateral in favor of any other Person, nor assign this Agreement or any rights in the TM Collateral or the material protected thereby without, in either case, the prior written approval of Lender and such attempted Lien or assignment shall be void ab initio.

Section 7. Continuing Liability. Borrower hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under any Trademark License, interest or obligation with respect to which Lender has been granted a security interest pursuant to Section 2 hereof to observe and perform all the conditions and obligations to be observed and performed by Borrower thereunder, all in accordance with and pursuant to the terms and provisions thereof. Lender shall not have any obligation or liability under any such Trademark License, interest or obligation by reason of or arising out of this Agreement or the conditional assignment thereof, or the grant of a security interest therein, to Lender or the receipt by Lender of any payment relating to any such Trademark License, interest or obligation pursuant hereto, nor shall Lender be required or obligated in any manner to perform or fulfill any of the obligations of Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such Trademark License, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of

TRADEMARK
REEL: 004098 FRAME: 0418

any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 8. New Trademarks. If, before the Secured Obligations shall have been paid in full and the Commitments of all of the Secured Parties terminated, Borrower, either by itself or through an agent, employee, licensee or designee, shall develop or obtain rights to any new Trademarks, Borrower shall give to Lender prompt notice thereof in writing hereof, and shall, where such Trademarks are subject to federal registration, execute and deliver, and file with the Patent and Trademark Office, an IP Loan Agreement Supplement amending Schedule I hereto to include such new Trademark thereon. Notwithstanding the foregoing, Borrower hereby irrevocably appoints Lender its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, to execute an amendment of this Agreement on behalf of Borrower amending Schedule I hereto to include such new Trademark.

Section 9. Retention of Rights. Unless and until an Event of Default shall have occurred and be continuing, and Lender shall have exercised its remedies hereunder, but subject to the terms and conditions of this Agreement, Borrower shall retain the legal and equitable title to the TM Collateral and shall have full right to use the TM Collateral in the ordinary course of its business.

Section 10. Remedies.

(a) If an Event of Default under the Loan Agreement has occurred and is continuing, Lender may exercise, in addition to all other rights and remedies granted to it in this Agreement and any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, Borrower expressly agrees that in any such event Lender, without demand of performance or other demand, advertisement or notice of any kind (except to such extent as notice may be required by applicable law with respect to the time or place of any public or private sale and except as otherwise provided in the Loan Documents) to or upon Borrower or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the TM Collateral, or any part thereof, and/or may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said TM Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the TM Collateral so sold, free of any right or equity of redemption in Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, Borrower waives all claims, damages and demands against Lender arising out of the repossession, retention or sale of the TM Collateral.

(b) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing:

TRADEMARK
REEL: 004098 FRAME: 0419

(i) Lender may license, or sublicense, whether on an exclusive or non-exclusive basis, any Trademark included in the TM Collateral throughout the world for such term or terms, on such conditions and in such manner as Lender shall in its commercially reasonable discretion determine, the proceeds of such license or sublicense to be applied to the payment of the Secured Obligations;

(ii) Lender may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Borrower in, to and under any Trademark Licenses and take or refrain from taking any action under any thereof; and Borrower hereby releases Lender from, and agrees to hold Lender free and harmless from and against, any claims arising out of any lawful action so taken or omitted to be taken with respect thereto other than any claims arising by reason of its own gross negligence or willful misconduct; and

(iii) upon request by Lender, Borrower will promptly execute and deliver to Lender a power of attorney, in addition to and supplemental to that set forth in Section 12 below, in form and substance reasonably satisfactory to Lender, for the implementation of any lease, assignment, license, sublicense, a grant of option, sale or other disposition of a Trademark, provided, however, that in the event of any disposition pursuant to this Section 10 Borrower shall supply its customer lists and other records relating to such Trademarks and to the distribution of said products and sale of such services, to Lender.

Section 11. Grant of License to Use TM Collateral. For the purposes (a) of perfecting Lender's security interest in the TM Collateral and (b) of enabling Lender to exercise rights and remedies under Section 10 hereof or under any other Loan Document, Borrower hereby grants to Lender, for the benefit of Lender and the Secured Parties, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Borrower), subject to any third-party rights, to use, assign, license or sublicense any of the TM Collateral, whether now owned or hereafter acquired by Borrower, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof, provided, however, that, unless an Event of Default has occurred and is continuing, the foregoing license shall not be exercised and shall be effective only to the extent necessary to perfect Lender's security interest in the TM Collateral under applicable law. Lender shall have no duty as to the protection of TM Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. Lender may exercise its rights with respect to any portion of the TM Collateral without resorting or regard to other TM Collateral or sources of reimbursement for liability.

Section 12. Power of Attorney. Borrower hereby irrevocably appoints Lender its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of Borrower, Lender, or otherwise, for the sole use and benefit of Lender, but at Borrower's expense, to exercise (to the extent permitted by law), at any time and from time to

TRADEMARK
REEL: 004098 FRAME: 0420

time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the TM Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if Lender were the absolute owner thereof;

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

provided, however, that Lender shall have no duty as to the protection of the TM Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto.

Section 13. Further Assurances. Borrower will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement, notice or other paper and take any other action that Lender may from time to time reasonably determine to be necessary or desirable in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the TM Collateral or to enable Lender to obtain the full benefits of this Agreement, or to enable Lender to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the TM Collateral. At the request of Lender, Borrower will use commercially reasonable efforts to obtain the consent of any Person that is necessary or desirable to effect the pledge hereunder of any right, title, claims and benefits now owned or hereafter acquired by any Borrower in and to any TM Collateral. To the extent permitted by law, Borrower hereby authorizes Lender to execute, file and record notices, financing statements or continuation statements without Borrower's signature appearing thereon. Borrower agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement is sufficient as a notice or financing statement. Borrower shall pay the reasonable costs of, or incidental to, any recording or filing of any notice or financing or continuation statements concerning the TM Collateral.

Section 14. Notices. All notices under this Agreement shall be in writing, and shall be given and shall be effective in accordance with the Loan Agreement.

Section 15. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other Jurisdiction.

Section 16. No Waiver; Cumulative Remedies. Lender shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Lender, and then only to the extent therein set

TRADEMARK
REEL: 004098 FRAME: 0421

forth. A waiver by Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of Lender any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

Section 17. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

Section 18. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

Section 19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall inure to the benefit of Lender and its successors and assigns, and nothing herein or in the Loan Agreement or any other Loan Document is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreement or any other Loan Document.

Section 20. Governing Law; Consent to Jurisdiction, Etc.

(a) THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

(b) EACH BORROWER AND PLEDGOR HEREBY CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER THE COMMONWEALTH OF MASSACHUSETTS, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO THIS AGREEMENT, AND AGREE THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH BORROWER AND THE PLEDGOR IRREVOCABLY WAIVE ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. Nothing herein shall limit the right of Lender to bring proceedings against any Borrower or the Pledgor in any other court. Nothing in this

TRADEMARK
REEL: 004098 FRAME: 0422

Agreement shall be deemed to preclude enforcement by Lender of any judgment or order obtained in any forum or jurisdiction.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 15.3 of the Loan Agreement. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 21. Waivers. To the fullest extent permitted by Applicable Law, Borrower waives (a) the right to trial by jury (which Lender hereby also waives) in any proceeding, claim or counterclaim of any kind relating in any way to this Agreement; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by Lender on which a Borrower may in any way be liable, and hereby ratifies anything Lender may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Lender to exercise any rights or remedies; (e) the benefit of all valuation, appraisement and exemption laws; (f) any claim against Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Borrower acknowledges that the foregoing waivers are a material inducement to Lender entering into this Agreement and that Lender is relying upon the foregoing in its dealings with Borrowers. Borrower has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

[Remainder of Page Intentionally Blank]

TRADEMARK
REEL: 004098 FRAME: 0423

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement and License to be executed and delivered by their duty authorized officers as of the date first set forth above.

ALSIP ACQUISITION, LLC

By: _____
Name: Benjamin P Proctor
Title: Exec VP

RBS BUSINESS CAPITAL

By: _____
Name:
Title:

TRADEMARK
REEL: 004098 FRAME: 0424

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement and License to be executed and delivered by their duty authorized officers as of the date first set forth above.

ALSIP ACQUISITION, LLC

By:_____
Name:
Title:

RBS BUSINESS CAPITAL

By: John B. Bobbin
Name: John B. Bobbin
Title: Vice President

Signature Page to Intellectual Property Security Agreement and License

SCHEDULE I

INTELLECTUAL PROPERTY MATTERS

Registered Trademarks:

CONNECTION GLOSS is a registered trademark pursuant to U.S. Trademark Registration No. 2,758,676. The mark CONNNECTION GLOSS is for coated publishing paper sold in bulk. The registration will be cancelled by the U.S. Patent and Trademark Office (USPTO) if a Section 8 & 15 Affidavit of Use and Incontestability is not filed by the end of the grace period, which will expire on March 2, 2010.

Brand Names:

CONNECTION is a brand name for coated publishing paper sold in bulk. A trademark application was filed with the USPTO for this brand name on July 2, 2001 pursuant to U.S. Trademark Application No. 76/279090, however it was never completed. The USPTO declared the application terminated on April 16, 2003.

CHOICE is a brand name used by Borrower in the business of coated publishing paper sold in bulk.