

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
Cloud Packaging Solutions LLC		06/28/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	913075	CLOUD
Registration Number:	2082032	MVP
Registration Number:	883939	CLOUD
Registration Number:	2949174	PERFORMA
Registration Number:	912900	CLOUD
Registration Number:	1589723	
Serial Number:	77969717	CLOUD

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312)577-8416
 Email: carole.dobbins@kattenlaw.com
 Correspondent Name: Carole Dobbins c/o Katten Muchin
 Address Line 1: 525 W. Monroe St.

CH \$190.00 913075

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-00292

NAME OF SUBMITTER: Carole Dobbins

Signature: /Carole Dobbins/

Date: 06/28/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2010, is made by Cloud Packaging Solutions LLC, a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of June 28, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement dated August 11, 2008 (joined by Grantor pursuant to that certain Joinder to Guaranty, Pledge and Security Agreement, dated the date hereof) in favor of the Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

1. all renewals and extensions of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

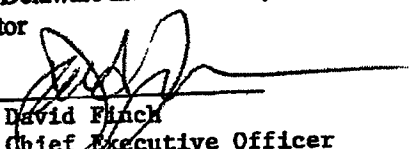
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**CLOUD PACKAGING SOLUTIONS
LLC, a Delaware limited liability company
as Grantor**

By: 
Name: David Finch
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION
as Agent**

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004233 FRAME: 0347

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**CLOUD PACKAGING SOLUTIONS
LLC, a Delaware limited liability company
as Grantor**

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Brian Sommerfeld
Name: Brian E. Sommerfeld
Title: Duly Authorized Signatory





TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 004233 FRAME: 0348**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	REG. NO.	REG. DATE	COUNTRY
	913,075	06/08/1971	US
MVP	2,082,032	07/22/1997	US
CLOUD	883,939	01/06/1970	US
PERFORMA	2,949,174	05/10/2005	US
CLOUD	912,900	06/08/1971	US
	TMA181914	03/17/1972	CANADA
	972,089	03/09/1971	UNITED KINGDOM
	1,589,723	04/03/1990*	US

2. TRADEMARK APPLICATIONS

MARK	APP NO.	APP DATE	COUNTRY
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	77/969,717	03/26/2010	US
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3. IP LICENSES

- (a) In connection with transfer of Grantor's membership interests in certain of its subsidiaries to MP Solutions, Grantor will license to MP Solutions the right use certain intellectual property and other assets as described in that certain License Agreement among the Grantor, Toll Packaging Services LLC and MP Solutions
- (b) Sublicense Agreement among Cloud Corporation (as predecessor-in-interest to Grantor), Frontplan Corporation and Frontstep Solutions Group, Inc. dated April 30, 2001