

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	SECURITY INTEREST											
CONVEYING PARTY DATA												
<table border="1"> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> <tr> <td>Southern Graphic Systems - Canada, Co./Systemes Graphiques Southern - Canada, Co.</td> <td></td> <td>10/25/2010</td> <td>COMPANY: CANADA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Southern Graphic Systems - Canada, Co./Systemes Graphiques Southern - Canada, Co.		10/25/2010	COMPANY: CANADA				
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Southern Graphic Systems - Canada, Co./Systemes Graphiques Southern - Canada, Co.		10/25/2010	COMPANY: CANADA									
RECEIVING PARTY DATA												
Name:	UBS AG, Stamford Branch											
Street Address:	677 Washington Boulevard											
City:	Stamford											
State/Country:	CONNECTICUT											
Postal Code:	06901											
Entity Type:	Banking Corporation: SWITZERLAND											
PROPERTY NUMBERS Total: 2												
<table border="1"> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3635775</td> <td>TRI-LAM</td> </tr> <tr> <td>Registration Number:</td> <td>3635776</td> <td>TRI-LAM</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3635775	TRI-LAM	Registration Number:	3635776	TRI-LAM			
Property Type	Number	Word Mark										
Registration Number:	3635775	TRI-LAM										
Registration Number:	3635776	TRI-LAM										
CORRESPONDENCE DATA												
Fax Number: (312)993-9767 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 312-993-2622 Email: gayle.grocke@lw.com Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP Address Line 1: 233 S. Wacker Drive Address Line 2: Suite 5800 Address Line 4: Chicago, ILLINOIS 60606												
ATTORNEY DOCKET NUMBER:	029217-0191											
NAME OF SUBMITTER:	Gayle D. Grocke											

CH \$65.00 3635775

900175071

TRADEMARK
 REEL: 004305 FRAME: 0179

Signature:	/gdg/
Date:	10/27/2010
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of October 25, 2010, by Southern Graphic Systems – Canada, Co./ Systemes Graphiques Southern – Canada, Co. (the “Pledgor”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as US collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors is a party to a Security Agreement dated December 30, 2005 (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor has been requested to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and

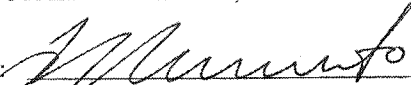
any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor 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,

SOUTHERN GRAPHIC SYSTEMS –
CANADA, CO./SYSTEMES GRAPHIQUES
SOUTHERN – CANADA, CO.

By: 
Name: Luca C. Naccarato
Title: Chief Executive Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as US Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

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

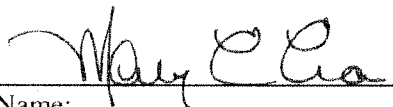
Very truly yours,

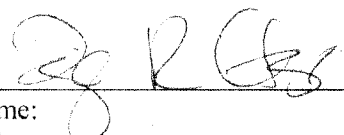
SOUTHERN GRAPHIC SYSTEMS - CANADA, CO./
SYSTEMES GRAPHIQUES SOUTHERN-CANADA, CO.

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as US Collateral Agent

By: 
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: 
Name: Irja R. Otsa
Title: Associate Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Southern Graphic Systems-Canada, Co.	3,635,775	TRI-LAM
Southern Graphic Systems-Canada, Co	3,635,776	TRI-LAM and Design