

**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
GPA Acquisition Company, Inc.		11/24/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	CORPORATION: PENNSYLVANIA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2295005	AMERICA'S LABEL EXPERT
Registration Number:	2190767	GPA
Registration Number:	2260470	
Registration Number:	1071648	GUMMED PAPERS OF AMERICA
Registration Number:	2543544	ULTRA BAK PLUS
Registration Number:	2933722	ULTRA DIGITAL
Registration Number:	3177379	ULTRA DIGITAL
Registration Number:	2198201	ULTRA FILM
Registration Number:	2208469	ULTRA-BAK

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 800-927-9801 x2348

**900178064**

**TRADEMARK  
 REEL: 004427 FRAME: 0094**

**CH \$240.00 2295005**

Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	600026
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/07/2010

Total Attachments: 11  
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## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of November 24, 2010 by GPA ACQUISITION COMPANY, INC., a Delaware corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders (as defined below)

### WITNESSETH

WHEREAS, Grantor (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers") has entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents except as permitted under the Loan Agreement.

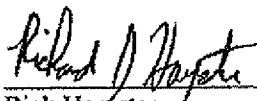
4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

**[signatures to appear on following page]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GPA ACQUISITION COMPANY, INC.**

By:   
Name: Rick Harpster  
Title: Secretary

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: Quim Heiden  
Title: Vice President

**[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]**

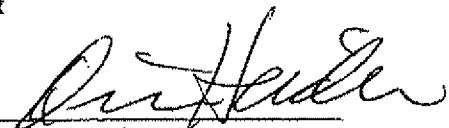
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GPA ACQUISITION COMPANY, INC.**

By: \_\_\_\_\_  
Name: Rick Harpster  
Title: Secretary

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

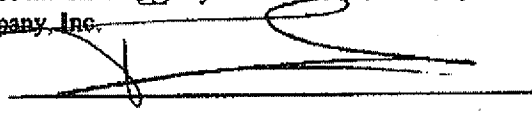
By:   
Name: Quinn Heiden  
Title: Vice President

**[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]**

**COMPANY ACKNOWLEDGMENT**

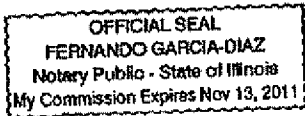
State of Illinois )  
                              : SS  
Cook County      )

This instrument was acknowledged before me on the 23<sup>rd</sup> day of November, 2010, by Rick Harpster as Secretary of GPA Acquisition Company, Inc.



[Seal]

Notary Public, State of Illinois  
My commission expires on Nov 13, 2011



**[ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]**

**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

Mark	Country	Registration No.	Registration or Filing Date	Expiration Date	Owner/ Licensor
America's Label Expert GPA	US	2,295,005	11/30/1999	11/30/2019	GPA Acquisition Company, Inc.
GPA	US	2,190,767	9/22/1998	09/22/2018	GPA Acquisition Company, Inc.
GPA Logo	US	2,260,470	10/10/1997	07/13/2019	GPA Acquisition Company, Inc.
Gummed Papers of America	US	1,071,648	05/03/1976	08/16/2017	GPA Acquisition Company, Inc.
Ultra Bak Plus	US	2,543,544	05/03/2000	02/26/2012	GPA Acquisition Company, Inc.
Ultra Digital	US	2,933,722	03/15/2005	Post Reg Response due 3/15/2011	GPA Acquisition Company, Inc.
Ultra Digital	US	3,177,379	11/28/2006	Affidavit of Use due 11/28/2012	GPA Acquisition Company, Inc.
Ultra Film	US	2,198,201	10/20/1998	10/20/2018	GPA Acquisition Company, Inc.
Ultra-Bak	US	2,208,469	12/08/1998	12/08/2018	GPA Acquisition Company, Inc.

**SCHEDULE - I**

074658.01808/21919841v.2



PATENT REGISTRATIONS

None.

SCHEDULE -I

074658.01808/21919841v.2

TRADEMARK  
REEL: 004427 FRAME: 0102

## POWER OF ATTORNEY

**GPA ACQUISITION COMPANY, INC.** a Delaware corporation ("Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, dated as of November 24, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of November \_\_, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

**GPA ACQUISITION COMPANY, INC.**

By: *Richard J. Harpster*  
Name: Rick Harpster  
Title: Secretary

**[SIGNATURE PAGE TO POWER OF ATTORNEY]**

**COMPANY ACKNOWLEDGMENT**

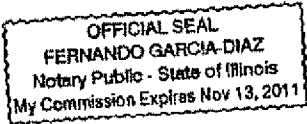
State of Illinois        )  
                                  : SS  
Cook County            )

This instrument was acknowledged before me on the 23<sup>rd</sup> day of November, 2010, by Rick Harpster as Secretary of GPA Acquisition Company, Inc.



[Seal]

Notary Public, State of Illinois  
My commission expires on Nov 13, 2011



**[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND  
PATENT SECURITY AGREEMENT]**