

**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.

1. Name of conveying party(ies)/Execution Date(s):

Atlas AGI Holdings LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: LLC

Citizenship (see guidelines) DE

Execution Date(s) November 4, 2010

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: RBS Invoice Finance Limited

Internal Address:

Street Address: 1st Floor, 280 Bishopsgate

City: London

State: England

Country: UK

Zip: EC2M 4RB

- Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship
 Other: Limited Company - Citizenship: England and Wales

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number

Authorized User Name:

9. Signature:


 Signature

November 5, 2010

Date

Total number of pages including cover sheet, attachments, and document: 19

Kareem Ansley
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

OP \$615.00 7758958

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

TRADEMARKS

Trademark	Country	App. Name	Reg. No.	Reg. No.	Clas.
DIGILITE	New Zealand	AGI	271104	271104	16
		AGI			
DIGIPAK	New Zealand		202749	202749	16
AGI	European Community	AGI	4976999	4976999	16, 40, 42
AGI	United States of America	AGI	76/130552	2498191	40, 42
AGI MEDIA PACKAGING	Argentina	AGI	2333283	1890501	16, 20, 35, 37, 39, 40, 42
AGI MEDIA PACKAGING	Argentina	AGI	2333284	1890502	20
AGI MEDIA PACKAGING	Argentina	AGI	2333285	1892749	42
AGI MEDIA PACKAGING	Argentina	AGI	2333286	1892750	40
AGI MEDIA PACKAGING	Australia	AGI	866546	866546	16, 20, 35, 37, 39, 40, 42
AGI MEDIA PACKAGING	Brazil	AGI	823781267	823781267	16, 20, 35, 37, 39, 40, 42
AGI MEDIA PACKAGING	Brazil	AGI	823781240	823781240	20
AGI MEDIA PACKAGING	Brazil	AGI	823781232	823781232	42
AGI MEDIA PACKAGING	Brazil	AGI	823781224	823781224	40
AGI MEDIA PACKAGING	China (People's Republic)	AGI	2001079575	1924073	16, 20, 35, 37, 39, 40, 42
AGI MEDIA PACKAGING	China (People's Republic)	AGI	2001079576	1996740	20
AGI MEDIA PACKAGING	China (People's Republic)	AGI	2001079577	2009240	42
AGI MEDIA PACKAGING	China (People's Republic)	AGI	2001079578	1956492	40

Trademark	Country	Goods Name	App. No.	Reg. No.	Class
AGI MEDIA PACKAGING	European Community	AGI	2145977	2145977	16, 20, 35, 37, 39, 40, 42
AGI MEDIA PACKAGING	Mexico	AGI	473126	741113	42
AGI MEDIA PACKAGING	Mexico	AGI	473123	736014	40
AGI MEDIA PACKAGING	Mexico	AGI	515752	730421	35
AGI MEDIA PACKAGING	Mexico	AGI	509855	724336	35
AGI MEDIA PACKAGING	Mexico	AGI	515753	730422	39
AMARAY	Canada	AGI	526836	TMA303071	n/a
AMARAY	Int'l Registration - Madrid Agreement / Protocol	AGI	890755	890755	9
AMARAY	United States of America	AGI	77/141434	3568898	9
BIOBOX	Australia	AGI	1227663	1227663	9
BIOBOX	European Community	AGI	6709851	6709851	9, 20, 21
BIOBOX	United States of America	AGI	77/404794	3716058	9
DESIGN2DELIVER	United States of America	AGI	78/618038	3389818	40, 42
DESIGN2DELIVER LOGO	United States of America	AGI	78/618128	3389819	40, 42
DIGIBOKS	United States of America	AGI	74/364290	1984393	16
DIGI-BOKS	Canada	AGI	722448	TMA45158	n/a
DIGI-BOKS	United States of America	AGI	74/603588	2003939	16
DIGILITE	Canada	AGI	832815	TMA529932	n/a
DIGILITE	European Community	AGI	1298934	1298934	16
DIGILITE	United States of America	AGI	75/186829	2206089	16
DIGILOK	Canada	AGI	857710	TMA545766	n/a
DIGILOK	European Community	AGI	514521	514521	9, 16, 20
DIGIPAK	Argentina	AGI	1934441	2146695	16
DIGIPAK	Australia	AGI	536652	536652	16
DIGIPAK	Brazil	AGI	818020865	818020865	16
DIGIPAK	Canada	AGI	660426	TMA394467	n/a
DIGIPAK	Chile	AGI	284555	728192	16
DIGIPAK	China (People's Republic)	AGI	94107894	888767	16
DIGIPAK	Colombia	AGI	32158	172824	16

Trademark	Country	Owner Name	App. No.	Reg. No.	Class
DIGIPAK	Czech Republic	AGI	142559	228235	16
DIGIPAK	Denmark	AGI	4879/90	5761/91	16
DIGIPAK	Finland	AGI	3291/90	118739	16
DIGIPAK	Hong Kong	AGI	07101/1994	B06147	16
DIGIPAK	India	AGI	636646	636646	16
DIGIPAK	Indonesia	AGI	R0020040001300013	IDM000072487	16
DIGIPAK	Ireland	AGI	94/1553	160867	16
DIGIPAK	Japan	AGI	133998/1986	2640883	16
DIGIPAK	Japan	AGI	2008-77	5282406	9
DIGIPAK	Malaysia	AGI	MA/12300/94	94012300	16
DIGIPAK	Mexico	AGI	189026	454832	16
DIGIPAK	Norway	AGI	903189	150596	16
DIGIPAK	Pakistan	AGI	127421	127421	16
DIGIPAK	Paraguay	AGI	11410-94	271622	16
DIGIPAK	Poland	AGI	Z-134808	R99641	16
DIGIPAK	Portugal	AGI	265448	265448	16
DIGIPAK	Russian Federation	AGI	94024761	139929	16
DIGIPAK	Saudi Arabia	AGI	25497	346/26	16
DIGIPAK	Singapore	AGI	S774494	T94077441	16
DIGIPAK	South Africa	AGI	93/9226	93/9226	16
DIGIPAK	Sweden	AGI	90-05838	241894	16
DIGIPAK	Switzerland	AGI	4680/1990.9	383181	16
DIGIPAK	Taiwan	AGI	83043561	685460	50 (local)
DIGIPAK	Turkey	AGI	33770	156101	16
DIGIPAK	United Kingdom	AGI	1430137	1430137	16
DIGIPAK	United States of America	AGI	73/606794	1428363	16
DIGIPAK	Venezuela	AGI	1218-95	P189206	16
DIGIPAK THE SYSTEM	United States of America	AGI	76/130550	2514815	40, 42
DIGISTAK	Australia	AGI	945293	945293	16, 20
DIGISTAK	Brazil	AGI	825458420	825458420	16, 20
DIGISTAK	Canada	AGI	1172000	TMA633278	n/a
DIGISTAK	China (People's Republic)	AGI	3489069	3489069	16
DIGISTAK	China (People's Republic)	AGI	3489070	3489070	20
DIGISTAK	European Community	AGI	3077146	3077146	16, 20
DIGISTAK	Hong Kong	AGI	32332003	200406684	16
DIGISTAK	Hong Kong	AGI	32352003	200406014	20
DIGISTAK	Japan	AGI	2003017710	4764728	16, 20
DIGISTAK	Japan	AGI	2008-78	5216294	9
DIGISTAK	Korea, Republic of	AGI	20030009165	589379	16, 20

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TRADEMARK
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Trademark	Country	Owner Name	App. No.	Reg. No.	Class
DIGISTAK	Mexico	AGI	590576	851129	16
DIGISTAK	Mexico	AGI	590574	819776	20
DIGISTAK	Taiwan	AGI	92020882	1085915	9
DIGISTAK	United States of America	AGI	76/410324	2858477	16, 20
DVDIGIPAK	Australia	AGI	840991	840991	16
DVDIGIPAK	Canada	AGI	1066146	TMA586619	n/a
DVDIGIPAK	China (People's Republic)	AGI	2000111720	1628732	16
DVDIGIPAK	Hong Kong	AGI	14493/2000	B04642/2003	16
DVDIGIPAK	India	AGI	1653388		16
DVDIGIPAK	Japan	AGI	2000075146	4552304	9
DVDIGIPAK	United States of America	AGI	75/716377	2413180	16
DVDIGISTAK	Australia	AGI	945292	945292	16, 20
DVDIGISTAK	Brazil	AGI	825458404	825458404	16
DVDIGISTAK	Brazil	AGI	825458412	825458412	20
DVDIGISTAK	Canada	AGI	1171999	TMA686,135	n/a
DVDIGISTAK	China (People's Republic)	AGI	3489068	3489068	20
DVDIGISTAK	China (People's Republic)	AGI	3489067	3489067	16
DVDIGISTAK	European Community	AGI	3077071	3077071	16, 20
DVDIGISTAK	Japan	AGI	2003017709	4799598	9
DVDIGISTAK	Korea, Republic of	AGI	20030009167	589380	16, 20
DVDIGISTAK	Mexico	AGI	590575	819777	16
DVDIGISTAK	Mexico	AGI	590573	819775	20
DVDIGISTAK	Taiwan	AGI	92020881	1085914	9
DVDIGISTAK	United States of America	AGI	76/410750	2858478	16, 20
DVDIGITWIN	United States of America	AGI	76/383521	2798734	16
ECOCLICK	European Community	AGI	6472104	6472104	16
ECOCLICK	United States of America	AGI	77/289492	3565559	16
ECO-LITE	United States of America	AGI	77/660423	3703479	9
POLY-MATRIX	United States of America	AGI	73/595158	1416674	20
SIGNATUREPAK	Canada	AGI	1211096	TMA686,100	n/a
SIGNATUREPAK	European Community	AGI	3741709	3741709	16
SIGNATUREPAK	United States of America	AGI	78/390540	3115007	9

Trademark	Country	Owner Name	App. No.	Reg. No.	Class
SLIMPAK	United States of America	AGI	77/141366	3439209	9
VERSO	United States of America	AGI	77/053135	3,517,046	9
VORTEX	Canada	AGI	1311412	TMA740369	n/a
VORTEX	European Community	AGI	5386586	5386586	16, 20, 42
VORTEX	United States of America	AGI	78/932799	3,237,404	9
DVDIGIPAK	New Zealand	AGI	617918	617918	16
INSIGHT	United States of America	AGI	76/385782	2860829	20
INSIGHT SLIDER	Canada	AGI	1220237	TMA644594	n/a
INSIGHT SLIDER	European Community	AGI	3903151	3903151	20
INSIGHT SLIDER	United States of America	AGI	78/433956	3261981	20

TRADEMARK APPLICATIONS

Trademark	Country	Owner Name	Status	App.No.	Class
AMARAY	India	AGI	Pending	1793183	9, 16
AMARAY	India	AGI	Pending	1793184	9
BIOBOX	Canada	AGI	Allowed	1385610	n/a
DIGIPAK	European Community	AGI	Published	8781395	9, 16, 40
DIGISTAK	Brazil	AGI	Pending	825458439	20
DIGISTAK	India	AGI	Published	1653389	16
DVDIGIPAK	Brazil	AGI	Published	823101649	16
DVDIGIPAK	India	AGI	Pending	1653388	16
DVDIGISTAK	India	AGI	Pending	1653390	16
ECOCLICK	Canada	AGI	Pending	1366269	n/a
MEDIA LINK	United States of America	AGI	Allowed	77/589587	9, 16

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated November 4, 2010, is by and between ATLAS AGI HOLDINGS LLC, a Delaware limited liability company ("Debtor"), with its chief executive office at One Sound Shore Drive, Greenwich, Connecticut 06830, and RBS INVOICE FINANCE LIMITED, in its capacities as agent and security agent (in such capacities, together with any successor or replacement agent, "Security Agent") appointed as such under the Facilities Agreement (as defined below) for and on behalf of each of the Secured Parties (as defined in the Facilities Agreement), having an office at 1st Floor, 280 Bishopsgate, London, EC2M 4RB England.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Security Agent and the parties to the Facilities Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Security Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to AGI Media UK Limited, a limited company formed under the laws of England and Wales ("UK Holdco"), Dubois Limited, a limited company formed under the laws of England and Wales ("Dubois"), and AGI Media Packaging Europe Limited, a limited company formed under the laws of England and Wales ("AGI Media Europe"; together with UK Holdco and Dubois, each individually a "Borrower" and collectively, "Borrowers"), as set forth in the European ABL Facilities Agreement, dated of even date herewith, by and among Borrowers, certain affiliates of Borrowers party to the Facilities Agreement as guarantors (each individually a "Guarantor" and collectively, "Guarantors"), Security Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Facilities Agreement"), and the other Finance Documents (as defined in the Facilities Agreement);

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of the Secured Liabilities (as defined in the Facilities Agreement) of Borrowers to Security Agent and the Secured Parties as set forth in the Facilities Agreement and the other Finance Documents; and

WHEREAS, in order to induce Security Agent and Lenders to enter into the Facilities Agreement and the other Finance Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Security Agent certain collateral security as set forth herein.

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

1. Grant of Security Interest. As collateral security for the prompt performance, observance and payment in full of all of the Secured Liabilities, Debtor hereby grants to Security Agent, for itself and on behalf of the Secured Parties, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks. Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Security Agent, for itself and the benefit of the other Secured Parties, is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the UCC or other applicable law or (ii) so as to limit, impair or otherwise affect Security Agent's unconditional continuing security interests in and liens upon any rights or interests of such Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. Secured Liabilities Secured. The security interest, lien and other interests granted to Security Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Secured Liabilities.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Security Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Secured Liabilities are outstanding):

(a) Debtor shall pay and perform all of the Secured Liabilities according to their terms.

(b) To Debtor's knowledge, all of the existing Trademarks are valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title to the Trademarks, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of registered Trademarks including, without limitation, the filing of any renewal affidavits and applications, except, in each case, as could not reasonably be expected to have a Material Adverse Effect. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Facilities Agreement and the other Finance Documents, (ii) the security interests permitted under the Facilities Agreement and the other Finance Documents, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not (i) assign, sell, mortgage, transfer, pledge, grant a security interest in or lien upon, encumber or otherwise dispose of any of the Trademarks, in each case without the prior written consent of Security Agent, except as otherwise permitted herein or in the Facilities Agreement and the other Finance Documents and (ii) grant an exclusive or non-exclusive license relating to the Trademarks except in the Ordinary Course of Business. Nothing in this Agreement shall be deemed a consent by Security Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Security Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Security Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed (if applicable) only by Security Agent or as otherwise determined by Security Agent. Debtor further authorizes Security Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, to its knowledge Debtor, does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any exclusive licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Security Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Security Agent's exercise of the rights and remedies granted to Security Agent hereunder.

(g) Security Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder to preserve, defend, protect, maintain, record or enforce the Secured Liabilities, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Security Agent for any such payment, which payment shall be deemed an advance by Security Agent to Debtor, shall be

payable on demand together with interest at the rate then applicable to the Secured Liabilities set forth in the Facilities Agreement and shall be part of the Secured Liabilities secured hereby.

(h) If, after the date hereof, Debtor shall (i) obtain any trademark, including any reissue, division, continuation, continuation in part, or extension of any trademark, file any trademark application, including any application for reissue or extension of any trademark, or any divisional, continuation, or continuation in part application in the United States Patent and Trademark Office, or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark or trademark applications used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Security Agent, Debtor shall promptly execute and deliver to Security Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Security Agent to evidence the security interest in and conditional assignment of such Trademark in favor of Security Agent.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon, cancel, not renew or otherwise not maintain a Trademark if (i) such Trademark is no longer used or useful in the business of Debtor or any of its Affiliates or Subsidiaries or (ii) such Trademark is not otherwise material to the business of Debtor or any of its Affiliates or Subsidiaries in any respect. Debtor shall notify Security Agent promptly after any application, registration, or recording with respect to the Trademarks has been become abandoned, canceled, invalidated or avoided.

(j) Debtor shall render any assistance to Security Agent, as Security Agent shall determine is reasonably necessary, in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Security Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Except as would have a Material Adverse Effect, to Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Security Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Security Agent hereunder and (ii) there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Security Agent if Debtor (or any Affiliate or Subsidiary thereof) learns of any use by any person of any process or product which infringes on any Trademark. If requested by Security Agent, Debtor, at Debtor's expense, shall join with Security Agent in such action as Security Agent, in Security Agent's discretion, may deem reasonably advisable for the protection of Security Agent's interest in and to the Trademarks.

4. Events of Default. The occurrence or existence of any Event of Default under the Facilities Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Security Agent or any of the other Secured Parties, whether provided under this Agreement, the Facilities Agreement, the other Finance Documents, applicable law or otherwise, Security Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Security Agent may require that neither Debtor nor any Affiliate or Subsidiary of Debtor make any use of the Trademarks for any purpose whatsoever. Security Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Security Agent by Debtor or any Subsidiary or Affiliate of Debtor or for such other reason as Security Agent may determine.

(b) Security Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Security Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Security Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, together with the goodwill of the business to which the Trademarks relate, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Security Agent shall have the power to buy the Collateral or any part thereof, and Security Agent shall also have the power to execute assurances and perform all other acts which Security Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Security Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Security Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Security Agent and the other Secured Parties have no obligation to preserve rights to the Trademarks against any other parties.

(e) Security Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and

other expenses which may be incurred by Security Agent. Thereafter, Security Agent shall apply any remaining proceeds to the Secured Liabilities in such order and manner as set forth in the Facilities Agreement. Debtor shall remain liable to Security Agent and any of the other Secured Parties for any of the Secured Liabilities remaining unpaid after the application of such proceeds, and Debtor shall pay Security Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Secured Liabilities set forth in the Facilities Agreement.

(f) Debtor shall supply to Security Agent or to Security Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services to which the Trademarks relate and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Security Agent or any other Secured Party to take any such action at any time. All of Security Agent's and the other Secured Parties' rights and remedies, whether provided under this Agreement, the other Finance Documents, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Security Agent or any other Secured Party in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, 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.

(b) Each of Debtor and Security Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of New York County, New York and the United States District Court for the Southern District of New York, whichever Security Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Finance Documents or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Finance Documents or the transactions related hereto or thereto, in each case, whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Security Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Security Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Security Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURITY AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURITY AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURITY AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURITY AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURITY AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Security Agent and the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Security Agent and such Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Security Agent or such of the other Secured Parties. In any such litigation, Security Agent and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Finance Documents.

7. Miscellaneous.

(a) All notices, requests and other communications provided for hereunder shall be given in the form and manner and delivered to Debtor and Security Agent at their respective addresses specified in the Facilities Agreement, or, as to any party, at such other address as shall be designated by such party in a written notice to the other party.

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Facilities Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Security Agent, any Lender or any Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with the Facilities Agreement or is cured in a manner satisfactory to Security Agent. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock

company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(c) This Agreement, the other Finance Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Security Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor and Security Agent. Neither Security Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Security Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Security Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Security Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This 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 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 Agreement. Any party delivering an executed counterpart of this 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 Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATLAS AGI HOLDINGS LLC

By: 

Name: Jacob D. Hudson


Title: Vice President and Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

(Signature Page to UK Trademark Collateral Assignment and Security Agreement - US Parent)

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

**RBS INVOICE FINANCE LIMITED, as
Security Agent**

By: 
Name: CHRISTOPHER GIBSON
Title: HEAD OF SECURITIES & FINANCE

[Signature Page to UK Trademark Collateral Assignment and Security Agreement - US Parent]

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

None.

STATE OF _____)
) ss.:
COUNTY OF _____)

On this __ day of _____, 2010, before me personally came _____, to me known, who being duly sworn, did depose and say, that he/she is the _____ of ATLAS AGI HOLDINGS LLC, the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of managers of said limited liability company.

Notary Public