

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
W/S Packaging Group, Inc.		03/09/2011	CORPORATION: WISCONSIN
Label Universe, Inc.		03/09/2011	CORPORATION: WISCONSIN
W/S Packaging Intermediate, Inc.		03/09/2011	CORPORATION: DELAWARE
Wisconsin Label Corporation		03/09/2011	CORPORATION: WISCONSIN
W/S Packaging Holdings, Inc.		03/09/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2747981	EASY TAB	
Registration Number:	1138370	LABEL ART	
Registration Number:	2833400	LABELS FOR LESS	
Registration Number:	1107279		
Registration Number:	2434205	MULTIVISION	
Registration Number:	2055474	QUALITY YOU CAN STICK WITH	
Registration Number:	3100537	THE ONLY LABEL COMPANY YOU'LL EVER NEED!	
Registration Number:	1711630	INFO/PRINT	
Registration Number:	3622868	PAINNOVATION	
Registration Number:	3736004	W/S	
Serial Number:	85027741	FLEXWRAP	

CH \$290.00 2747981

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (650)802-3100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6508023000
Email: kate.borun@weil.com, suzin.metz@weil.com
Correspondent Name: Kate Borun
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 201 Redwood Shores Parkway
Address Line 4: Redwood Shores, CALIFORNIA 94065

NAME OF SUBMITTER:	Kate Borun
Signature:	/Kate Borun/
Date:	03/17/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 9, 2011 (“Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the LOC Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of March 9, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, Intermediate, the Lenders and the LOC Issuers from time to time party thereto, GE Capital, as Administrative Agent for the Lenders and the LOC Issuers and U.S. Bank National Association, as paying agent for the Lenders and the LOC Issuers (in such capacity, together with its successors and permitted assigns, the “Paying Agent”), the Lenders and the LOC Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Amended and Restated Security Agreement of even date herewith in favor of the Administrative Agent (the “Security Agreement”), to grant a security interest in the Collateral to secure the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

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 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,


W/S PACKAGING GROUP, INC.

By: 
Name: Jay K. Tomcheck
Title: President & Chief Financial Officer


WISCONSIN LABEL CORPORATION

By: 
Name: Jay K. Tomcheck
Title: President, Treasurer & Chief Financial Officer


LABEL UNIVERSE, INC.

By: 
Name: Jay K. Tomcheck
Title: Secretary, Treasurer & Chief Financial Officer

W/S PACKAGING HOLDINGS, INC.

By: 
Name: Jay K. Tomcheck
Title: Chief Financial Officer

W/S PACKAGING INTERMEDIATE, INC.

By: 
Name: Jay K. Tomcheck
Title: Secretary, Treasurer & Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004500 FRAME: 0458

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

REGISTERED TRADEMARKS - WISCONSIN LABEL CORPORATION

Reg. No.	Reg. Date	Country	Trademark
2,747,981	08/05/2003	U.S.	Easy Tab
1,138,370	08/05/1980	U.S.	Label Art
2,833,400	04/13/2004	U.S.	Labels for Less
1,107,279	11/28/1978	U.S.	Miscellaneous Design (Person operating hand press)
2,434,205	03/06/2001	U.S.	Multivision
2,055,474	04/22/1997	U.S.	Quality You Can Stick With
3,100,537	06/06/2006	U.S.	The Only Label Company You'll Ever Need

REGISTERED TRADEMARKS - W/S PACKAGING GROUP, INC.

Reg. No.	Reg. Date	Country	Trademark
1,711,630	09/01/1992	U.S.	Info/Print
3,622,868	05/19/2009	U.S.	Painnovation
3,736,004	01/12/2010	U.S.	W/S Logo & Design

B. TRADEMARK APPLICATIONS

PENDING TRADEMARKS - W/S PACKAGING GROUP, INC.

App. No.	App. Date	Country	Trademark
85/027741	04/30/2010	U.S.	FlexWrap