

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	2nd Lien Trademark Security Agrmt		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
York Tape & Label, LLC		05/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	1455 Market Street, 5th Floor		
Internal Address:	Mail Code: CA5-701-05-19		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2777152	YORK LABEL	
Registration Number:	2781647	Y	
Serial Number:	77460487	CAMEO CRAFTS A YORK LABEL COMPANY	
Registration Number:	3637701	CAMEO CRAFTS	
Serial Number:	77492717	RENEW	
CORRESPONDENCE DATA			
Fax Number:	(212)656-1342		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-701-3345		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	James P. Murphy, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		

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TRADEMARK
 REEL: 004553 FRAME: 0470

NAME OF SUBMITTER:	David Adams
Signature:	/david adams TR/
Date:	06/03/2011
Total Attachments: 5 source=8 Second Lien Trademark Security Agreement#page2.tif source=8 Second Lien Trademark Security Agreement#page3.tif source=8 Second Lien Trademark Security Agreement#page4.tif source=8 Second Lien Trademark Security Agreement#page5.tif source=8 Second Lien Trademark Security Agreement#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2011, is made by each of the entities listed on the signature pages hereof (the "Grantor"), in favor of Bank of America, N.A. ("Bank of America"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of May 27, 2011 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among LabelCorp Holdings, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto, the Lenders from time to time party thereto and Bank of America, as Administrative Agent for the Secured Parties, and the other agent parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty, Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of 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 and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the 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 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 the 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 the 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. 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 Administrative Agent pursuant to the Guaranty and Security Agreement and the 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 27, 2011 as the same may be amended, supplemented, modified or replaced from time to time (the “Intercreditor Agreement”) among Bank of America, N.A., as First Lien Administrative Agent, Bank of America, N.A., as Second Lien Administrative Agent, Bank of America, N.A., as Control Agent, and the Grantors (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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,

YORK TAPE & LABEL, LLC
a Delaware corporation, as a Grantor

By: 
Name: Michael J. Polcyn
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Robert Rittel
Name:
Title: ROBERT RITTELMAYER
VICE PRESIDENT

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004553 FRAME: 0475

Schedule 1

Mark	Owner/ Applicant	Country	Serial No.	Applications Date	Registration No.	Registration Date
York Label	York Tape & Label, LLC	United States	76121396	9/5/2000	2777152	10/28/2003
Y and Design	York Tape & Label, LLC	United States	76469064	11/21/2002	2781647	11/11/2003
Cameo Crafts A York Label Company and Design	York Tape & Label, LLC	United States	77460487	4/29/2008	-	-
Cameo Crafts	York Tape & Label, LLC	United States	77459895	4/28/2008	3637701	06/16/2009
RENEW	York Tape & Label, LLC	United States	77492717	06/06/2008	-	-