

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CML VIII, LLC		03/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FSJC IV, LLC		
Street Address:	Two Greenwich Plaza		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830-7153		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2650236	CUSTOMER NEEDS INTEGRATION	
Registration Number:	2919283	THE STRIVE GROUP	
CORRESPONDENCE DATA			
Fax Number:	(212)294-4700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-294-4661		
Email:	trademarkny@winston.com		
Correspondent Name:	Sanjana Chopra, Esq.		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	086039.00007		
NAME OF SUBMITTER:	Sanjana Chopra, Esq.		
Signature:	/W&S/		

CH \$65.00 2650236

Date:

07/08/2011

Total Attachments: 8

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ASSIGNMENT AND TRANSFER AGREEMENT

THIS ASSIGNMENT AND TRANSFER AGREEMENT (this "Agreement") is made as of March 15, 2011 by and between CML VIII, LLC, a Delaware limited liability company ("Assignor Lender"), and FSJC IV, LLC, a Delaware limited liability company ("Assignee Lender"). All capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Credit Agreement as hereinafter defined.

RECITALS:

WHEREAS, PRIDE CONTAINER CORPORATION, an Illinois corporation, DISPLAY GROUP 21, LLC, a Delaware limited liability company, ROCK ISLAND MARKETING SOLUTIONS, LLC, an Illinois limited liability company, DISPLAY GRAPHICS, LLC, an Illinois limited liability company (each a "Borrower", and collectively the "Borrowers"), THE STRIVE GROUP, LLC, an Illinois limited liability company ("Holdings", and Holdings and the Borrowers shall be referred to individually as a "Credit Party" and collectively as the "Credit Parties"), and Assignor Lender have entered into that certain Amended and Restated Second Lien Credit and Security Agreement dated as of August 10, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Assignor Lender has agreed to make Loans to the Borrowers;

WHEREAS, Assignor Lender desires to assign to Assignee Lender all of its interest in the Principal Balance (as described below) and the Collateral and to delegate to Assignee Lender all of its Principal Balance and other duties with respect to such Principal Balance and Collateral;

WHEREAS, Assignee Lender desires to become a Lender under the Credit Agreement and to accept such assignment and delegation from Assignor Lender; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, Assignor Lender and Assignee Lender agree as follows:

SECTION 1. ASSIGNMENT, DELEGATION, AND ACCEPTANCE

1.1. Assignment. Assignor Lender hereby transfers and assigns to Assignee Lender, without recourse and without representations or warranties of any kind (except as set forth in Section 3.2 below), all of Assignor Lender's right, title, and interest in the Principal Balance, Loan Documents and Collateral as will result in Assignee Lender having as of the Effective Date (as hereinafter defined) a pro rata share thereof, as follows:

<u>Loan</u>	<u>Principal Balance</u>	<u>Pro Rata Share</u>
Term C Loan	\$19,000,000	100%
Term D-1 Loan	\$9,000,000	100%
Total	\$28,000,000	

1.2. Delegation. Assignor Lender hereby irrevocably assigns and delegates to Assignee Lender all of its Principal Balance and its other duties and obligations as a Lender under the Loan Documents equivalent to 100% of Assignor Lender's Principal Balance.

1.3. Acceptance by Assignee Lender. By its execution of this Agreement, Assignee Lender irrevocably purchases, assumes and accepts such assignment and delegation and agrees to be a Lender with respect to the delegated interest under the Loan Documents and to be bound by the terms and conditions thereof. By its execution of this Agreement, Assignor Lender agrees, to the extent provided herein, to relinquish its rights and be released from its obligations and duties under the Credit Agreement.

1.4. Effective Date. Such assignment and delegation by Assignor Lender and acceptance by Assignee Lender will be effective and Assignee Lender will become a Lender under the Loan Documents as of the date of this Agreement ("Effective Date") and upon payment of the Assigned Amount (as such term is defined below). Interest and fees accrued prior to the Effective Date are for the account of Assignor Lender, and interest and fees accrued from and after the Effective Date are for the account of Assignee Lender.

SECTION 2. INITIAL PAYMENT AND DELIVERY OF TERM NOTES

2.1. Payment of the Assigned Amount. Assignee Lender will pay to Assignor Lender, in immediately available funds, not later than 3:00 p.m. (New York time) on the Effective Date, an amount equal to its pro rata share of the then outstanding Principal Balance as set forth above in Section 1.1 (the "Assigned Amount").

2.2 Execution and Delivery of Term Notes. Following payment of the Assigned Amount, Assignor Lender will deliver to the Borrowers the Term Notes previously delivered to Assignor Lender.

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1. Assignee Lender's Representations, Warranties and Covenants. Assignee Lender hereby represents, warrants, and covenants the following to Assignor Lender:

(a) This Agreement is a legal, valid, and binding agreement of Assignee Lender, enforceable according to its terms;

(b) The execution and performance by Assignee Lender of its duties and obligations under this Agreement and the Loan Documents will not require any registration with, notice to, or consent or approval by any governmental authority;

(c) Assignee Lender is familiar with transactions of the kind and scope reflected in the Loan Documents and in this Agreement;

(d) Assignee Lender has made its own independent investigation and appraisal of the financial condition and affairs of each Credit Party, has conducted its own evaluation of the Principal Balance and the Loan Documents and each Credit Party's creditworthiness, has made its decision to become a Lender to the Borrowers under the Credit Agreement independently and without reliance upon Assignor Lender, and will continue to do so;

(e) Assignee Lender is entering into this Agreement in the ordinary course of its business, and is acquiring its interest in the Principal Balance for its own account and not with a view to or for sale in connection with any subsequent distribution; provided, however, that at all times the distribution of Assignee Lender's property shall, subject to the terms of the Credit Agreement, be and remain within its control;

(f) No future assignment or participation granted by Assignee Lender pursuant to Section 11.11 of the Credit Agreement will require Assignor Lender or the Borrowers to file any registration statement with the Securities and Exchange Commission or to apply to qualify under the blue sky laws of any state;

(g) Assignee Lender has no loans to (other than pursuant to the Loan Documents), written or oral agreements with, or equity or other ownership interest in any Credit Party;

(h) As of the Effective Date, Assignee Lender is entitled to receive payments of principal and interest in respect of the Obligations without deduction for or on account of any taxes imposed by the United States of America or any political subdivision thereof.

3.2. Assignor Lender's Representations, Warranties and Covenants. Assignor Lender hereby represents, warrants and covenants the following to Assignee Lender:

(a) Assignor Lender is the legal and beneficial owner of the Assigned Amount;

(b) This Agreement is a legal, valid and binding agreement of Assignor Lender, enforceable according to its terms;

(c) The execution and performance by Assignor Lender of its duties and obligations under this Agreement and the Loan Documents will not require any registration with, notice to or consent or approval by any governmental authority;

(d) Assignor Lender has full power and authority, and has taken all action necessary to execute and deliver this Agreement and to fulfill the obligations hereunder and to consummate the transactions contemplated hereby;

(e) Assignor Lender is the legal and beneficial owner of the interests being assigned hereby, free and clear of any adverse claim, lien, encumbrance, security interest, restriction on transfer, purchase option, call or similar right of a third party; and

(f) This Assignment by Assignor Lender to Assignee Lender complies, in all material respects, with the terms of the Loan Documents;

SECTION 4. LIMITATIONS ON LIABILITY

The Assignor Lender (except as provided in Section 3.2 above) makes no representations or warranties of any kind, nor assumes any responsibility or liability whatsoever, with regard to (a) the Loan Documents or any other document or instrument furnished pursuant thereto or the Principal Balance or other Obligations, (b) the creation, validity, genuineness, enforceability, sufficiency, value or collectibility of any of them, (c) the amount, value or existence of the Collateral, (d) the perfection or priority of any Lien upon the Collateral, or (e) the financial condition of any Credit Party or other obligor or the performance or observance by any Credit Party of its obligations under any of the Loan Documents. The Assignor Lender does not have nor will have any duty, either initially or on a continuing basis, to make any investigation, evaluation, appraisal of, or any responsibility or liability with respect to the accuracy or completeness of, any information provided to Assignee Lender which has been provided to Assignor or Lender by any Credit Party. Nothing in this Agreement or in the Loan Documents shall impose upon the Assignor Lender any fiduciary relationship in respect of the Assignee Lender.

SECTION 5. FAILURE TO ENFORCE

No failure or delay on the part of the Assignor Lender in the exercise of any power, right, or privilege hereunder or under any Loan Document will impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein. No single or partial exercise of any such power, right, or privilege will preclude further exercise thereof or of any other right, power, or privilege. All rights and remedies existing under this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise available.

SECTION 6. NOTICES

Unless otherwise specifically provided herein, any notice or other communication required or permitted to be given will be in writing and addressed to the respective party as set forth below its signature hereunder, or to such other address as the party may designate in writing to the other.

SECTION 7. AMENDMENTS AND WAIVERS

No amendment, modification, termination, or waiver of any provision of this Agreement will be effective without the written concurrence of Assignor Lender and Assignee Lender.

SECTION 8. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Agreement is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. In addition, in the event any provision of or obligation under this Agreement is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

SECTION 9. SECTION TITLES

Section and Subsection titles in this Agreement are included for convenience of reference only, do not constitute a part of this Agreement for any other purpose, and have no substantive effect.

SECTION 10. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 11. ACCEPTANCE OF LOAN DOCUMENTS

Assignee Lender acknowledges that it is subject to the terms and provisions of the Credit Agreement, Contrarian Lien Priority Agreement and the other Loan Documents

SECTION 12. APPLICABLE LAW

THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

SECTION 13. COUNTERPARTS

This Agreement and any amendments, waivers, consents, or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument.

[signature page follows]

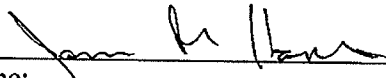
IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

ASSIGNOR LENDER:

CML VIII, LLC

By: Contrarian Funds, L.L.C., its sole Member

By: Contrarian Capital Management, L.L.C. its
Manager

By: 
Name: _____
Title: **JANICE M. STANTON**
MEMBER

Notice Address:


c/o Contrarian Financial Service Company, LLC
411 West Putnam Avenue, Suite 425
Greenwich, Connecticut 06830
Telecopier: (203) 413-1552
Attention: Keith McCormack

[Signature Page – Strive Assignment and Transfer Agreement]

TRADEMARK
REEL: 004578 FRAME: 0220

ASSIGNEE LENDER:

FSJC IV, LLC,

By: 
Name: Stephen J. Czech
Title: Executive Officer


Notice Address:

Two Greenwich Plaza
Greenwich CT 06830-7153
Telecopier: (203) 413-6461
Attention: Stephen J. Czech

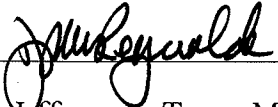
[Signature Page – Strive Assignment and Transfer Agreement]

Consented to and acknowledged by:

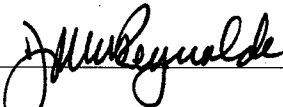
PRIDE CONTAINER CORPORATION

By: 
Name: Jeffrey T. McReynolds
Title: Treasurer


DISPLAY GROUP 21, LLC

By: 
Name: Jeffrey T. McReynolds
Title: Treasurer

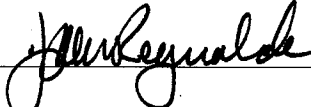
ROCK ISLAND MARKETING
SOLUTIONS, LLC

By: 
Name: Jeffrey T. McReynolds
Title: Treasurer

DISPLAY GRAPHICS, LLC

By: 
Name: Jeffrey T. McReynolds
Title: Treasurer

THE STRIVE GROUP, LLC

By: 
Name: Jeffrey T. McReynolds
Title: Chief Financial Officer

[Signature Page – Strive Assignment and Transfer Agreement]