

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
THE SPECIALIZED PACKAGING GROUP, INC.		07/21/2011	CORPORATION: DELAWARE
SPECIALIZED PACKAGING RADISSON LLC		07/21/2011	LIMITED LIABILITY COMPANY: NEW YORK
GIBRALTAR PACKAGING INC.		07/21/2011	CORPORATION: DELAWARE
PAPERWORKS INDUSTRIES, INC.		07/21/2011	CORPORATION: DELAWARE
MANCHESTER INDUSTRIES INC. OF VIRGINIA		07/21/2011	CORPORATION: VIRGINIA
QCSI, INC.		07/21/2011	CORPORATION: MICHIGAN
SPECIALIZED PACKAGING (LONDON) LIMITED		07/21/2011	CORPORATION: NOVA SCOTIA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	4720 Piedmont Row Drive		
Internal Address:	Suite 300		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	1910465	G	
Registration Number:	1865947	G	
Registration Number:	1867353	G	
Registration Number:	1913824	GIBRALTAR	
Registration Number:	1865948	GIBRALTAR	

CH \$840.00 1910465

Registration Number:	1866098	GIBALTAR
Registration Number:	3676180	WHERE EVERY CUSTOMER MATTERS
Registration Number:	3903469	
Registration Number:	3791204	MASTERWORKS
Registration Number:	3791205	MASTERWORKS
Registration Number:	3791206	MASTERWORKS
Registration Number:	3848550	MASTERWORKS BEV
Registration Number:	3842490	MASTERWORKS BLISTER
Registration Number:	3848547	MASTERWORKS FREEZE
Registration Number:	3848549	MASTERWORKS LITE
Registration Number:	3848548	MASTERWORKS NEWS
Registration Number:	3791207	MASTERWORKS PLUS
Registration Number:	3848546	MASTERWORKS URB +
Registration Number:	3921857	PAPERWORKS
Registration Number:	3969118	PAPERWORKS
Registration Number:	3921858	PAPERWORKS
Registration Number:	3983925	PAPERWORKS
Registration Number:	2463416	QUICK CHANGE
Registration Number:	1872477	PAKASTRIP
Registration Number:	2404042	
Registration Number:	2401554	SPI
Registration Number:	2408475	SPI
Registration Number:	3876741	ACCUBRITE
Registration Number:	3973965	ACCUFOLD
Registration Number:	3245417	ACCUSCENT
Registration Number:	3711681	HOLOBRITE
Registration Number:	2340984	SPG
Registration Number:	2622760	SPG

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley A. Lathrop
Address Line 1: 355 South Grand Avenue
Address Line 2: Bingham McCutchen LLP

TRADEMARK
REEL: 004588 FRAME: 0563

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 3008309.336434

NAME OF SUBMITTER: Kimberley A. Lathrop

Signature: /Kimberley A. Lathrop/

Date: 07/21/2011

Total Attachments: 10

source=Amended and Restated Trademark Security Agreement#page1.tif
source=Amended and Restated Trademark Security Agreement#page2.tif
source=Amended and Restated Trademark Security Agreement#page3.tif
source=Amended and Restated Trademark Security Agreement#page4.tif
source=Amended and Restated Trademark Security Agreement#page5.tif
source=Amended and Restated Trademark Security Agreement#page6.tif
source=Amended and Restated Trademark Security Agreement#page7.tif
source=Amended and Restated Trademark Security Agreement#page8.tif
source=Amended and Restated Trademark Security Agreement#page9.tif
source=Amended and Restated Trademark Security Agreement#page10.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 21st day of July 2011, by the Grantors listed on the signature pages hereof (each a "Grantor" and collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among the Grantors, certain of their affiliates, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to the Grantors and their affiliates from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

WHEREAS, Agent and two of the Grantors under this Trademark Security Agreement, The Specialized Packaging Group, Inc. a Delaware corporation and Specialized Packaging Radisson LLC, a New York limited liability company, previously entered into that certain Trademark Security Agreement, dated as of September 11, 2009 (the "Existing Trademark Security Agreement") in order to, among other things, secure its obligations under and with respect to the Existing Credit Agreement (as defined in the Credit Agreement);

WHEREAS, it is a condition precedent to the extension of credit by the Lenders under the Credit Agreement that Grantors (a) shall amend, restate and modify, but not extinguish, the Existing Trademark Security Agreement in its entirety as hereinafter set forth and (b) shall have granted the security interests contemplated by this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing second priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications (but excluding "intent to use" trademark applications, until such time as a statement of use has been filed

therefor), service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular,

references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the priority of the Liens granted to the Agent in the Collateral pursuant to this Trademark Security Agreement and the exercise, after the occurrence and during the continuance of an Event of Default, of any right or remedy by the Agent or any Lender with respect to certain of the Collateral hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any direct and irreconcilable conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement with respect to (a) the priority of Liens granted to the Agent in the Collateral pursuant to this Trademark Security Agreement or (b) the rights of the Agent or any Lender under this Trademark Security Agreement with respect to certain Collateral after the occurrence and during the continuance of an Event of Default, the terms of the Intercreditor Agreement shall govern and control. Any reference in this Trademark Security Agreement to "first priority lien" or words of similar effect in describing the Liens created hereunder shall be understood to refer to such priority as set forth in the Intercreditor Agreement. All representations, warranties and covenants in this Trademark Security Agreement shall be subject to the provisions and qualifications set forth in this Section 8. Nothing in this Section 8 shall be construed to provide that any Grantor is a third party beneficiary of the provisions of the Intercreditor Agreement and each Grantor (a) agrees that, except as expressly otherwise provided in the Intercreditor Agreement, the terms of the Intercreditor Agreement shall not give any Grantor any, nor modify any, substantive rights vis-à-vis the Agent or any Lender, or any obligations or liabilities owing to the Agent and/or the Lenders, under this Trademark Security Agreement and (b) if the Agent shall enforce its rights or remedies in violation of the terms of the Intercreditor Agreement, agrees that it shall not use such violation as a defense to any enforcement of remedies otherwise made in accordance with the terms of this Trademark Security Agreement by the Agent or any Lender or assert such violation as a counterclaim or basis for set-off or recoupment against the Agent or any Lender and agrees to abide by the terms of this Trademark Security Agreement and to keep, observe and perform the several matters and

things herein intended to be kept, observed and performed by it; provided, however, no Default or Event of Default shall arise as a result of any Grantor complying with the provisions of the Intercreditor Agreement.

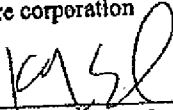
9. Amended and Restated Trademark Security Agreement. This Trademark Security Agreement amends, restates, replaces and supersedes (but shall not constitute a novation of) the Existing Trademark Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

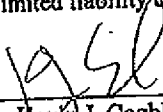
IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

THE SPECIALIZED PACKAGING GROUP, INC.,
a Delaware corporation

By: 
Name: Kevin J. Coghlan
Title: CFO, Treasurer & Secretary

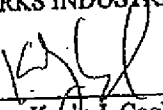
SPECIALIZED PACKAGING RADISSON LLC,
a New York limited liability company

By: 
Name: Kevin J. Coghlan
Title: CFO, Treasurer & Secretary

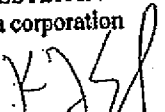
GIBRALTAR PACKAGING INC.,
a Delaware corporation

By: 
Name: Kevin J. Coghlan
Title: Vice President

PAPERWORKS INDUSTRIES, INC.

By: 
Name: Kevin J. Coghlan
Title: CFO

MANCHESTER INDUSTRIES INC. OF VIRGINIA,
a Virginia corporation

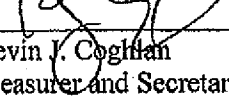
By: 
Name: Kevin J. Coghlan
Title: Vice President

Signature Page to Amended and Restated Trademark Security Agreement

QCSI, Inc.,
a Michigan corporation

By: 
Name: Kevin J. Coghlan
Title: Vice President

SPECIALIZED PACKAGING (LONDON) LIMITED

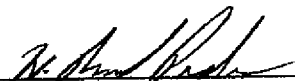
By: 
Name: Kevin J. Coghlan
Title: Treasurer and Secretary

Signature Page to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 004588 FRAME: 0570

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent






By: 
Name: W. Reed Paden
Title: Vice President


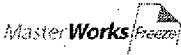



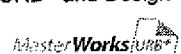


Signature Page to Amended and Restated Trademark Security Agreement




TRADEMARK
REEL: 004588 FRAME: 0571

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Jurisdiction	Applic. No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner
G (Stylized) 	U.S.	74/472555	12/23/1993	1910465	8/8/1995	Registered	Gibraltar Packaging, Inc.
G (Stylized) 	U.S.	74/472556	12/23/1993	1865947	12/6/1994	Registered	Gibraltar Packaging, Inc.
G (Stylized) 	U.S.	74/472622	12/23/1993	1867353	12/13/1994	Registered	Gibraltar Packaging, Inc.
GIBRALTAR	U.S.	74/472624	12/23/1993	1913824	8/22/1995	Registered	Gibraltar Packaging, Inc.
GIBRALTAR	U.S.	74/472665	12/23/1993	1865948	12/6/1994	Registered	Gibraltar Packaging, Inc.
GIBRALTAR	U.S.	74/472623	12/23/1993	1866098	12/6/1994	Registered	Gibraltar Packaging, Inc.
WHERE EVERY CUSTOMER MATTERS	U.S.	77/672818	2/18/2009	3676180	9/1/2009	Registered	Manchester Industries, Inc.
Design 	U.S.	85/027645	4/30/2010	3903469	1/11/2011	Registered	PaperWorks Industries, Inc.
MASTERWORKS	U.S.	77/692498	3/17/2009	3791204	5/18/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS (Stylized) <i>MasterWorks</i>	U.S.	77/692504	3/17/2009	3791205	5/18/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS (Stylized) <i>MasterWorks</i>	U.S.	77/692507	3/17/2009	3791206	5/18/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS BEV and Design 	U.S.	77/692596	3/17/2009	3848550	9/14/2010	Registered	PaperWorks Industries, Inc.

Mark	Jurisdiction	Applic. No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner
MASTERWORKS BLISTER and Design 	U.S.	77/692593	3/17/2009	3842490	8/31/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS FREEZE and Design 	U.S.	77/692517	3/17/2009	3848547	9/14/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS LITE and Design 	U.S.	77/692585	3/17/2009	3848549	9/14/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS NEWS and Design 	U.S.	77/692519	3/17/2009	3848548	9/14/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS PLUS and Design 	U.S.	77/692509	3/17/2009	3791207	5/18/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS URB+ and Design 	U.S.	77/692513	3/17/2009	3848546	9/14/2010	Registered	PaperWorks Industries, Inc.
PAPERWORKS	U.S.	77/914073	1/18/2010	3921857	2/22/2011	Registered	PaperWorks Industries, Inc.
PAPERWORKS (Stylized) PaperWorks	U.S.	85/027648	4/30/2010	3969118	5/31/2011	Registered	PaperWorks Industries, Inc.
PAPERWORKS (Stylized) PaperWorks	U.S.	77/914076	1/18/2010	3921858	2/22/2011	Registered	PaperWorks Industries, Inc.
PAPERWORKS and Design 	U.S.	85/027641	4/30/2010	3983925	6/28/2011	Registered	PaperWorks Industries, Inc.
QUICK CHANGE	U.S.	75/812817	10/1/1999	2463416	6/26/2001	Registered	QCSI, Inc.
R and Design 	Canada	0672545	12/11/1990	TMA395665	3/13/1992	Registered	Rosmar Litho Inc.

Mark	Jurisdiction	Applic. No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner
PAKASTRIP	U.S.	74/145189	3/7/1991	1872477	1/10/1995	Registered	Specialized Packaging (London) Limited
Design 	U.S.	75/846026	11/10/1999	2404042	11/14/2000	Registered	Specialized Packaging Radisson, LLC
SPI	U.S.	75/692471	4/27/1999	2401554	11/7/2000	Registered	Specialized Packaging Radisson, LLC
SPI and Design 	U.S.	75/846025	11/10/1999	2408475	11/28/2000	Registered	Specialized Packaging Radisson, LLC
ACCUBRITE	U.S.	85/006799	4/5/2010	3876741	11/16/2010	Registered	The Specialized Packaging Group, Inc.
ACCUFOLD	U.S.	85/152165	10/13/2010	3973965	6/07/2011	Registered	The Specialized Packaging Group, Inc.
ACCUSCENT	U.S.	78/551527	1/21/2005	3245417	5/22/2007	Registered	The Specialized Packaging Group, Inc.
HOLOBRITE	U.S.	77/712992	4/13/2009	3711681	11/17/2009	Registered	The Specialized Packaging Group, Inc.
SPG	U.S.	75/692470	4/27/1999	2340984	4/11/2000	Registered	The Specialized Packaging Group, Inc.
SPG and Design 	U.S.	75/846183	11/10/1999	2622760	9/24/2002	Registered	The Specialized Packaging Group, Inc.

Licenses

None.