

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

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
Manchester Industries Inc. of Virginia		07/21/2011	CORPORATION: VIRGINIA
Paperworks Industries, Inc.		07/21/2011	CORPORATION: DELAWARE
QCSI, Inc.		07/21/2011	CORPORATION: MICHIGAN
Ros-Mar Litho Inc.		07/21/2011	CORPORATION: CANADA
Specialized Packaging (London) Limited		07/21/2011	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC, as agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	1910465	G
Serial Number:	74472556	G
Registration Number:	1867353	G
Registration Number:	1913824	GIBRALTAR
Registration Number:	1865948	GIBRALTAR
Registration Number:	1866098	GIBRALTAR
Registration Number:	3676180	WHERE EVERY CUSTOMER MATTERS

TRADEMARK

900198204

REEL: 004592 FRAME: 0364

CH \$840.00 1910465

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: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.davidson@srz.com
Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

014951-1039

TRADEMARK

REEL: 004592 FRAME: 0365

	Marisa Davidson (014951-1039)
Signature:	/kc for md/
Date:	07/28/2011
Total Attachments: 7 source=Trademark Security Agreement for The Specialized Packaging Group, Inc. and others#page1.tif source=Trademark Security Agreement for The Specialized Packaging Group, Inc. and others#page2.tif source=Trademark Security Agreement for The Specialized Packaging Group, Inc. and others#page3.tif source=Trademark Security Agreement for The Specialized Packaging Group, Inc. and others#page4.tif source=Trademark Security Agreement for The Specialized Packaging Group, Inc. and others#page5.tif source=Trademark Security Agreement for The Specialized Packaging Group, Inc. and others#page6.tif source=Trademark Security Agreement for The Specialized Packaging Group, Inc. and others#page7.tif	

TRADEMARK SECURITY AGREEMENT

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

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July [21], 2011 (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 term loans to the Grantors and their affiliates from time to time pursuant to the terms and conditions of the Credit Agreement;

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.

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 first 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 therefore), 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


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.

GRANTORS:

THE SPECIALIZED PACKAGING GROUP, INC.,
a Delaware corporation

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

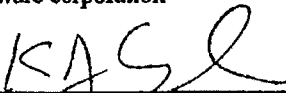
SPECIALIZED PACKAGING RADISSON LLC,
a New York limited liability company

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

MANCHESTER INDUSTRIES INC. OF VIRGINIA,
a Virginia corporation

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

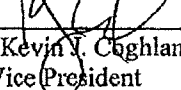
PAPERWORKS INDUSTRIES, INC.
a Delaware corporation

By: 
Name: Kevin J. Coghlan
Title: Chief Financial Officer

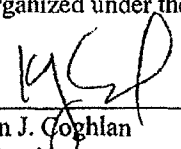
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[Trademark Security Agreement]

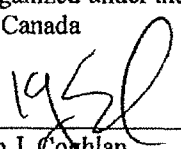
QCSI, Inc.,
a Michigan corporation

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

ROS-MAR LITHO INC.,
a corporation organized under the laws of Canada

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

SPECIALIZED PACKAGING (LONDON)
LIMITED,
a corporation organized under the laws of the province
of Nova Scotia, Canada

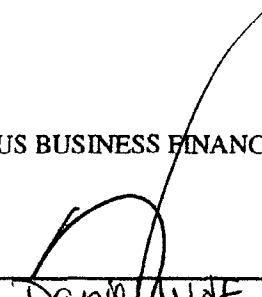
By: 
Name: Kevin J. Coghlan
Title: Treasurer and Secretary

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[Trademark Security Agreement]

ACCEPTED AND
ACKNOWLEDGED BY:

CERBERUS BUSINESS FINANCE, LLC,
as Agent





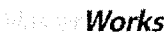
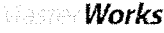
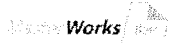
By: 
Name: Daniel Wdf
Title: President

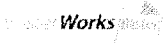
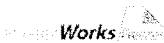

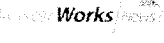
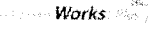
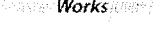
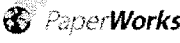

Trademark Security Agreement

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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.
GIBALTAR	U.S.	74/472624	12/23/1993	1913824	8/22/1995	Registered	Gibraltar Packaging, Inc.
GIBALTAR	U.S.	74/472665	12/23/1993	1865948	12/6/1994	Registered	Gibraltar Packaging, Inc.
GIBALTAR	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) 	U.S.	77/692504	3/17/2009	3791205	5/18/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS (Stylized) 	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) <i>PaperWorks</i>	U.S.	85/027648	4/30/2010	3969118	5/31/2011	Registered	PaperWorks Industries, Inc.
PAPERWORKS (Stylized) <i>PaperWorks</i>	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.