TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cranston Print Works Company		08/26/2011	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	Woodside Agency Services, LLC, as Agent
Street Address:	25 Mall Road
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85031641	B
Registration Number:	2076941	B BERCEN INC.
Registration Number:	1182609	BERBOND
Serial Number:	85031690	BERCEN INC.
Serial Number:	85031701	BERCEN INC. WHERE INNOVATIVE SOLUTIONS BEGIN
Registration Number:	1186340	BERCHEM
Registration Number:	2096049	BERJET
Registration Number:	1186280	BERSET
Registration Number:	1183371	BERSIL
Registration Number:	1182610	BERSIZE
Registration Number:	1182611	BERSOFT
Registration Number:	3469440	CRAFTER'S FABRIC
Registration Number:	1024718	CRANSTON
Registration Number:	2700693	CRANSTON VILLAGE

OP $440.00 85031641

Registration Number:	2782138	CRANSTON VILLAGE
Registration Number:	3546373	QUILTING REASURES BY CRANSTON
Registration Number:	0817450	V.I.P.

CORRESPONDENCE DATA

Fax Number: (617)341-7701
Phone: 6173417735
Email: pmazzeo@morganlewis.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Paula A. Mazzeo
Address Line 1: 225 Franklin Street, 16th Floor
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	102509-0016-17002
NAME OF SUBMITTER:	Paula A. Mazzeo
Signature:	/PAMazzeo/
Date:	09/15/2011

Total Attachments: 11
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of August 26, 2011, is made by and between CRANSTON PRINT WORKS COMPANY, a Rhode Island corporation having a business location at the address set forth below next to its signature (the "Company"), and WOODSIDE AGENCY SERVICES, LLC ("Agent") for the benefit of Lenders, as defined below, and having a business location at the address set forth below next to its signature.

Recitals

A. Company, Woodside Capital Partners V, LLC ("Woodside V"), Woodside Capital Partners V QP, LLC ("Woodside V QP", and together with Woodside V, each individually a "Lender" and together "Lenders") and Agent are parties to a Term Loan Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Lenders may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Lenders has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement, claims and damages therefor, licenses thereunder, any and all inventions and improvements described and claimed therein, reissues, divisions, continuations, extensions and continuations-in-part thereof, income, royalties, damages, and payments now and hereafter due and/or payable, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses

thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Agent, for the benefit of Lenders a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks, whether presently existing or hereafter created or acquired, to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within sixty (60) days provide written notice to Agent with a replacement Exhibit A, which upon acceptance by Agent shall become part of this Agreement. Company authorizes Agent to modify this Agreement, without the necessity of Company's further approval or signature, by amending Exhibit A hereto to include any future or other Patents or pending applications for registration.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall

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promptly provide written notice to Agent with a replacement Exhibit B, which upon acceptance by Agent shall become part of this Agreement. Company authorizes Agent to modify this Agreement, without the necessity of Company's further approval or signature, by amending Exhibit B hereto to include any future or other Trademarks or pending applications for registration.

(d) **Affiliates**. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Agent of such item(s) and cause such Affiliate to execute and deliver to Agent a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Agent's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Agent: (i) sufficient written notice, of at least thirty (30) days, to allow Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

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(i) **Agent's Right to Take Action**. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Agent gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Agent that it intends to abandon a Patent or Trademark, Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Agent's option, in Agent's own name) and may (but need not) take any and all other actions which Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent in connection with or as a result of Agent's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Agent at the Default Rate.

(k) **Power of Attorney.** To facilitate Agent's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Agent, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly

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to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Agent may, at their option, take any or all of the following actions:

(a) Agent may exercise any or all remedies available under the Credit Agreement.

(b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, Company shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Agent shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Agent and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Agent, and Company waives notice of Agent's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall

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survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of a signature page hereto by electronic transmission shall constitute the delivery of an original signature page hereof.

9. Intercreditor Agreement. The terms hereof, including the representations and covenants of the Company contained herein, are subject to the Intercreditor Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Cranston Print Works Company
1381 Cranston Street
Cranston, RI 02920
Attention: Mark Jones

CRANSTON PRINT WORKS COMPANY

By _____
Name: F.L. Rockefeller, Jr.
Title: Pres.

Woodside Agency Services, LLC
25 Mall Road
Burlington, MA 01803
Attention: Daphne Firth

WOODSIDE AGENCY SERVICES, LLC

By _____

_____
Its Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

STATE OF R. I.)
)
COUNTY OF NEWPORT)

The foregoing instrument was acknowledged before me this 24 day of August, 2011, by F.L. Rockefeller Jr., the Pres. of Cranston Print Works Company, a Rhode Island corporation, on behalf of the corporation.

Notary Public

My comm

[Acknowledgment to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Cranston Print Works Company
1381 Cranston Street
Cranston, RI 02920
Attention: Mark Jones

CRANSTON PRINT WORKS COMPANY

By _____
Name:
Title:

Woodside Agency Services, LLC
25 Mall Road
Burlington, MA 01803
Attention: Daphne Firth

WOODSIDE AGENCY SERVICES, LLC

By _____
Daphne Firth
Its Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

Exhibit A

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES - OTHER

Cranston Print Works Company
Bercen Division Patents in Force

1. US Patent No. 5,660,622 Coating for ink jet recording sheets (this is no longer used, company will not be paying maintenance fees when due).
2. US Patent No. 5,858,922 Surfactant free lubricant for coating moving webs.
3. US Patent No. 7,732,388 Phospholipid lubricant for coating moving webs.

EXHIBIT B

CRANSTON PRINT WORKS COMPANY

TRADEMARK	FILED	APPL#	REGDT	REG#
CANADA				
CPW	7/10/1974	376,895	4/18/1975	TMA206544
CPW & DESIGN	12/11/1956	238,655	9/13/1957	TMA107958
COLOMBIA				
V.I.P.	10/8/1997	97058965	2/19/2002	249567
GERMANY				
CRANSTON	5/7/1974	C24835/24 WZ	6/11/1975	945766
NEW ZEALAND				
CRANSTON	126901	2/14/1979	B126901	REGISTERED
UNITED STATES				
B (STYLIZED) & DESIGN	5/6/2010	85/031,641	ALLOWED	1
B BERCEN INC. & DESIGN	11/27/1995	75/024,502	7/8/1997	2,076,941
BERBOND	4/14/1980	73/257,960	12/22/1981	1,182,609
BERCEN INC. (STYLIZED) &	5/6/2010	85/031,690	ALLOWED	1
BERCEN INC. WHERE	5/6/2010	85/031,701	ALLOWED	1
BERCHEM	4/14/1980	73/257,962	1/19/1982	1,186,340
BERJET	4/30/1996	75/096,863	9/9/1997	2,096,049
BERSET	4/14/1980	73/257,966	1/19/1982	1,186,280
BERSIL	4/14/1980	73/257,963	12/29/1981	1,183,371
BERSIZE	4/14/1980	73/257,964	12/22/1981	1,182,610
BERSOFT	4/14/1980	73/257,965	12/22/1981	1,182,611
CRAFTER'S FABRIC	10/19/2005	78/736,082	7/15/2008	3,469,440
CRANSTON	6/10/1974	73/023,745	11/11/1975	1,024,718
CRANSTON VILLAGE	4/21/1999	75/689,126	3/25/2003	2,700,693
CRANSTON VILLAGE & DESIGN	4/21/1999	75/689,127	11/11/2003	2,782,138
QUILTING TREASURES BY CRANSTON	4/16/2008	77/449,441	12/16/2008	3,546,373
V.I.P. & DESIGN	8/20/1965	72/226,182	10/25/1966	817,450