

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
SOUTHERN GRAPHIC SYSTEMS, INC.		10/17/2012	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT		
Street Address:	7033 Louis Stephens Drive		
Internal Address:	P.O. Box 110047		
City:	Research Triangle Park		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1713069		
Registration Number:	2790333	SOUTHERN GRAPHIC SYSTEMS	
Registration Number:	2790332	SOUTHERN GRAPHIC SYSTEMS	
Registration Number:	2715395	SOUTHERN GRAPHIC SYSTEMS	
Registration Number:	3349531	ODDS	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		

CH \$140.00 1713069

ATTORNEY DOCKET NUMBER:	28302.54300
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	10/17/2012
Total Attachments: 5 source=SGS - Short form Trademark Security Agreement (Executed)#page1.tif source=SGS - Short form Trademark Security Agreement (Executed)#page2.tif source=SGS - Short form Trademark Security Agreement (Executed)#page3.tif source=SGS - Short form Trademark Security Agreement (Executed)#page4.tif source=SGS - Short form Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of October 17, 2012, is entered into by each of the undersigned (each, a "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch, as administrative agent (together with its successors, in such capacity, the "Administrative Agent").

WHEREAS, Grantors have executed and delivered that certain Pledge and Security Agreement, dated on even date herewith, in favor of the Administrative Agent (the "Pledge and Security Agreement") pursuant to which Grantors have granted to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title, and interest in and to the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor:

- (i) all U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world; (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing; (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill; and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm 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 Pledge and Security Agreement, the terms and provisions of which are

incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

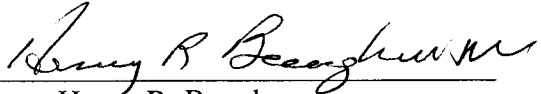
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature page follows]

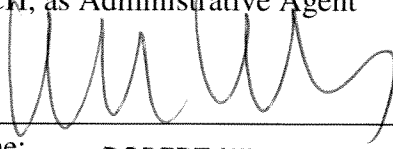
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

SOUTHERN GRAPHIC SYSTEMS, INC.,
a Kentucky corporation

By: 
Name: Henry R. Baughman
Title: President

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: 

Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: 

Name: **Patrick L. Freytag**
Title: **Associate**

SCHEDULE A
TRADEMARKS

<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
1,713,069	Printing Roll Design
2,790,333	Southern Graphic Systems
2,790,332	Southern Graphic Systems
2,715,395	Southern Graphic Systems
3,349,531	ODDS