

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Continental Web Press, Inc. | | 09/27/2012 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | 150 South Wacker Drive, Suite 2200 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85445728 | WEB2IMPRESS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4142735198 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 414-273-3500 | | |
| Email: | bgilpin@gklaw.com | | |
| Correspondent Name: | Brian G. Gilpin; Godfrey & Kahn, S.C. | | |
| Address Line 1: | 780 N. Water Street | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| ATTORNEY DOCKET NUMBER: | 008988-0247 | | |
| NAME OF SUBMITTER: | Brian G. Gilpin | | |
| Signature: | /Brian G. Gilpin/ | | |
| Date: | 11/16/2012 | | |

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Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of September 27, 2012, is made by and among Continental Web Press, Inc., an Illinois corporation, and Continental Web Press of Kentucky, Inc., a Kentucky corporation (collectively, the "Borrowers"), each having a business location at the address set forth below its signature, and Wells Fargo Bank, National Association ("the "Lender"), having a business location at the address set forth below its signature.

Recitals

A. The Borrowers and the Lender are parties to a 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 the Lender may now or hereafter extend credit to or for the account of the Borrowers.

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

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 each Borrower'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 and damages therefor, and licenses thereunder, 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 each Borrower'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. Each Borrower hereby irrevocably pledges and assigns to, and grants the Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in such Borrower's Patents and Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Borrower. 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. Each Borrower represents, warrants and agrees as follows:

(a) **Existence; Authority.** Each Borrower is a corporation duly incorporated, 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 each Borrower.

(b) **Patents. Exhibit A** accurately lists all Patents owned or controlled by each Borrower as of the date hereof, or to which each Borrower 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, any Borrower 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 the applicable Borrower shall within sixty (60) days provide written notice to the Lender with a replacement **Exhibit A**, which upon acceptance by the Lender shall become part of this Agreement.

(c) **Trademarks. Exhibit B** accurately lists all Trademarks owned or controlled by each Borrower 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 any Borrower's or any of its Affiliate's business(es). If after the date hereof, any Borrower owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to such Borrower's or any of its 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 the applicable Borrower shall promptly provide written notice to the Lender with a replacement **Exhibit B**, which upon acceptance by the Lender shall become part of this Agreement.

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

(e) **Title.** Each Borrower has absolute title to its Patents and Trademarks listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Each Borrower (i) will have, at the time such Borrower 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, no Borrower will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Lender's prior written consent.

(g) **Defense.** The Borrowers will at their 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.** The Borrowers will at their own expense maintain the Patents and the Trademarks to the extent reasonably advisable in their 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. The Borrowers covenant that they 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 to the Lender: (i) sufficient written notice, of at least thirty (30) days, to allow the Lender 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.

(i) **Lender's Right to Take Action.** If any Borrower 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 the Lender gives the Borrowers 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 any Borrower notifies the Lender that it intends to abandon a Patent or Trademark, the Lender 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 the applicable Borrower (or, at the Lender's option, in the Lender's own name) and may (but need not) take any and all other actions which the Lender 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 and to the extent the maintenance of the Patent or Trademark is not reasonably advisable in the business of Borrower, the Borrowers, jointly and severally, shall pay the Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Lender

in connection with or as a result of the Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Lender at the default rate or interest as provided in the Credit Agreement.

(k) **Power of Attorney.** To facilitate the Lender's taking action under subsection (i) and exercising its rights under Section 6, each Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Lender, or its delegate, as the attorney-in-fact of each Borrower with the right (but not the duty) from time to time (i) to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Borrower under this Section 3, or (ii) necessary for the Lender, 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 solely for the purpose of exercising Lender's rights under Section 6 hereof. Each Borrower 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 Obligations.

4. Borrower's Use of the Patents and Trademarks. The Borrowers 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) the Borrowers shall fail promptly to observe or perform any covenant or agreement herein binding on them; 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, the Lender may, at its option, take any or all of the following actions:

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

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

(c) The Lender may enforce the Patents and Trademarks and any licenses thereunder, and if the Lender shall commence any suit for such enforcement, the

Borrowers shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender 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 the Lender. A waiver signed by the Lender 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 the Lender's rights or remedies. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender'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 the Borrowers under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Lender shall not be obligated to preserve any rights the Borrowers 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 the Borrowers and the Lender and their respective participants, successors and assigns and shall take effect when signed by the Borrowers and delivered to the Lender, and each Borrower waives notice of the Lender's acceptance hereof. The Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of the Lender 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 the Borrowers 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 law of Illinois 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 survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

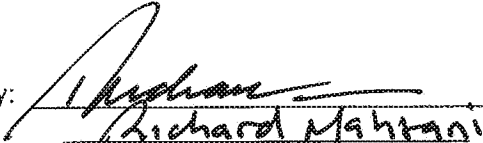
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[signature page follows]

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

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By:


Richard Mahitani
Its: Authorized Signatory

Wells Fargo Bank, National Association
150 South Wacker Drive, Suite 2200
Chicago, Illinois 60606
Fax: (877) 402-6297
Attention: Kreshnik Arifi
e-mail: Kreshnik.Arifi@wellsfargo.com

CONTINENTAL WEB PRESS, INC.

By:

Diane Field
Its President

Continental Web Press, Inc.
1430 Industrial Drive
Itasca, Illinois 60143
Fax: (630) 773-1909
Attention: Ken Field
e-mail: kfield@continentalweb.com

**CONTINENTAL WEB PRESS OF
KENTUCKY, INC.**

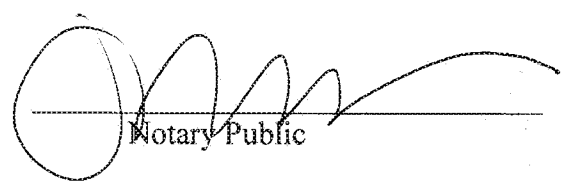
By:

Diane Field
Its President

Continental Web Press of Kentucky, Inc.
1430 Industrial Drive
Itasca, Illinois 60143
Fax: (630) 773-1909
Attention: Ken Field
e-mail: kfield@continentalweb.com

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 27th day of September, 2012, by Richard Maltawi, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the association.


Notary Public

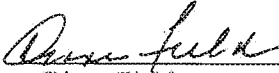
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**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: _____
Its: Authorized Signatory

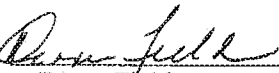
Wells Fargo Bank, National Association
150 South Wacker Drive, Suite 2200
Chicago, Illinois 60606
Fax: (877) 402-6297
Attention: Kreshnik Arifi
e-mail: Kreshnik.Arifi@wellsfargo.com

CONTINENTAL WEB PRESS, INC.

By:  _____
Diane Field
Its President

Continental Web Press, Inc.
1430 Industrial Drive
Itasca, Illinois 60143
Fax: (630) 773-1909
Attention: Ken Field
e-mail: kfield@continentalweb.com

**CONTINENTAL WEB PRESS OF
KENTUCKY, INC.**

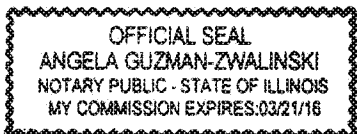
By:  _____
Diane Field
Its President

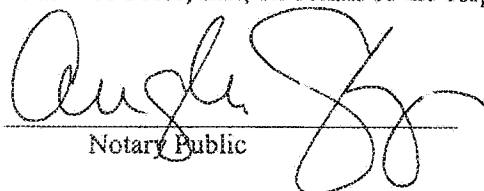
Continental Web Press of Kentucky, Inc.
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Itasca, Illinois 60143
Fax: (630) 773-1909
Attention: Ken Field
e-mail: kfield@continentalweb.com

Signature Page to Patent and Trademark Security Agreement

STATE OF IL)
)
COUNTY OF DUPAGE)

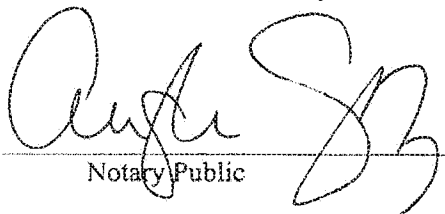
The foregoing instrument was acknowledged before me this 26TH day of September, 2012 by Diane Field, the President of Continental Web Press, Inc., on behalf of the corporation.

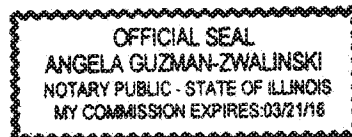



Notary Public

STATE OF IL)
)
COUNTY OF DUPAGE)

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Notary Public



Notary Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 004902 FRAME: 0622

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

EXHIBIT B

UNITED STATES TRADEMARKS

| MARK | COUNTRY/ STATE | SERIAL/REG. NO. | FILING DATE/REG. DATE | STATUS | RECORD OWNER |
|-------------|-------------------|--------------------|-----------------------------|---------|--------------------------------|
| WEB2IMPRESS | US | 85/445,728 | 10/12/2011 | Pending | Continental Web Press, Inc. |