

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
De Luxe Packaging Corp.		11/30/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas as Revolving Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Trust Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3250249	BAKER'S-RITE	
Registration Number:	2691915	DLP DE LUXE	
Registration Number:	3250250	EASY GLIDE	
Registration Number:	3349866	BAKER'S MATE	
Registration Number:	4183704	DLP DE LUXE DIVISION OF DLP	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 819-8767		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 Ave of the Americas		
Address Line 2:	Patent & Trademark Dept.		
Address Line 4:	New York, NEW YORK 10036		

OP \$140.00 3250249

ATTORNEY DOCKET NUMBER:	1111779-1607
NAME OF SUBMITTER:	Matthew Campion
Signature:	/Matthew Campion/
Date:	11/30/2012
Total Attachments: 5 source=32583126_3 ABL Trademark Security Agreement#page1.tif source=32583126_3 ABL Trademark Security Agreement#page2.tif source=32583126_3 ABL Trademark Security Agreement#page3.tif source=32583126_3 ABL Trademark Security Agreement#page4.tif source=32583126_3 ABL Trademark Security Agreement#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of November 30, 2012, by De Luxe Packaging Corp. (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement (referenced below).

WITNESSETH:

WHEREAS, Grantor entered into that certain Supplement to Pledge and Security Agreement, dated as of the date hereof, by and among the Grantor, certain of Grantors affiliates and Grantee, ("Revolving Security Agreement Supplement"), which supplements that certain Pledge and Security Agreement, dated as of February 1, 2011, by and among certain of Grantor's affiliates, and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, including by the Revolving Security Agreement Supplement, the "Revolving Security Agreement");

WHEREAS, Grantor is required to execute and deliver to the Revolving Collateral Agent this Trademark Security Agreement for the benefit of the Revolving Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Revolving Security Agreement.
2. GRANT OF SECURITY INTEREST. Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any Trademarks (collectively, the "Trademark Collateral"), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.
3. REVOLVING SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation of, the security interests granted to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving


Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Revolving 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 Trademark Security Agreement is deemed to conflict with the Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

DE LUXE PACKAGING CORP.

By: 

Name: Patrick T. Chambliss
Title: Executive Vice President & Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004910 FRAME: 0671

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Revolving
Collateral Agent

By: 

Name: Erin Morrissey

Title: Director

By: 

Name: Michael Getz

Title: Vice President

{Signature Page to Trademark Security Agreement}

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

<u>Trademark</u>	<u>Status</u>	<u>Owner</u>	<u>Reg No</u>	<u>Reg Date</u>
BAKER'S-RITE	Registered	De Luxe Packaging Corp.	3250249	06/12/2007
DLP DE LUXE & DESIGN	Registered	De Luxe Packaging Corp.	2691915	04/03/2003
EASY GLIDE	Registered	De Luxe Packaging Corp.	3250250	06/12/2007
BAKER'S MATE	Registered	De Luxe Packaging Corp.	3349866	04/12/2007
DLP DE LUXE DIVISION OF DLP	Registered	De Luxe Packaging Corp.	4183704	07/03/2012