

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Henry Holdings, Inc.		12/06/2012	CORPORATION:
Multi Packaging Solutions, Inc.		12/06/2012	CORPORATION:
Great Western Industries, Inc.		12/06/2012	CORPORATION:
MPS/IH, LLC		12/06/2012	LIMITED LIABILITY COMPANY:
The John Henry Company		12/06/2012	COMPANY:
Innovative Folding Carton Company, LLC		12/06/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	2727009	GEMKOTE	
Registration Number:	3381212	HOLOEMBOSS	
Registration Number:	3589084	HOLOEMBOSS	
Registration Number:	3354259	TEXTUREKOTE	
Registration Number:	2132344	INNOVATIVE COLOR SIMULATOR	
Registration Number:	1707281	IVY HILL	
Registration Number:	3442659	MPS	
Registration Number:	4165098	BLOOMIQ	
Registration Number:	4165102	CHARISMA	

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Registration Number:	4135883	ENVI CACHEPOT COLLECTION
Registration Number:	4165103	MOMENTS
Registration Number:	2228452	CAPRI
Registration Number:	3680410	
Registration Number:	3278382	EXPERIENCE BY DESIGN
Registration Number:	3211455	FIRST IMPRESSIONS
Registration Number:	1596316	FLORA-CARDS
Registration Number:	3490891	FLORAL ARTISTRY
Registration Number:	3257366	FLORAL FAN DECK
Registration Number:	1094495	HANG-N-TAG
Registration Number:	3241931	HORIZONS
Registration Number:	1729757	IDEA WORKS
Registration Number:	2446539	IDENTA-SEALS
Registration Number:	3362860	IE
Registration Number:	3376312	IMAGE EASE
Registration Number:	3382388	IMAGE EASE
Registration Number:	3500222	JH
Registration Number:	1680314	JH
Registration Number:	1296037	JH
Registration Number:	2765244	JOHN HENRY
Registration Number:	1168908	JOHN HENRY
Registration Number:	2790899	MINI PORTRAIT
Registration Number:	2650637	ORNAMENT
Registration Number:	3128500	PHARMALABEL
Registration Number:	3401946	PIXIE
Registration Number:	1077438	PIXIE
Registration Number:	2023582	PIXIE JUNIOR
Registration Number:	2486134	PORTRAIT
Registration Number:	2216200	PORTRAIT TAG
Registration Number:	3395014	POTCHA
Registration Number:	3405579	POTCHA
Registration Number:	3128592	SAVOR LIFE
Registration Number:	3401945	STIK-STAKE
Registration Number:	0981313	STIK-STAKE
Registration Number:	3258717	STROLL IN THE VILLAGE

	2605889	SUPER JUMBO PORTRAIT
Registration Number:	2008112	ULTRA STAKE
Registration Number:	3527118	AVISO
Registration Number:	3615961	AVIVO
Registration Number:	3461252	I E
Registration Number:	4198878	JOURNEY
Registration Number:	3536467	SOUTHERN WINNERS
Registration Number:	3974982	THE ART OF PRINT AND PACKAGING
Serial Number:	85718322	3DXKOTE
Serial Number:	85718004	FOILKOTE
Serial Number:	85712321	HOLOKOTE
Serial Number:	85712431	VELVEKOTE
Serial Number:	85085150	EXCLAMATIONS
Serial Number:	85693653	FLORAL FAN DECK
Serial Number:	77577389	THINK OUTSIDE THE POT

CORRESPONDENCE DATA

Fax Number: 2123108007

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

Phone: 2123108408

Email: suhan.shim@weil.com, brian.lee@weil.com

Correspondent Name: Suhan Shim

Address Line 1: Weil, Gotshal & Manges LLC

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0057 - SUHAN SHIM
NAME OF SUBMITTER:	Suhan Shim
Signature:	/Suhan Shim/
Date:	12/14/2012

Total Attachments: 7

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TRADEMARK

REEL: 004918 FRAME: 0678

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated December 6, 2012, is made by the Persons listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors") in favor of Barclays Bank PLC ("Barclays"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, John Henry Holdings, Inc. a Delaware corporation, Holdings, and the Subsidiary Guarantors have entered into a Second Lien Credit Agreement dated as of December 6, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Barclays Bank PLC, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement or the Guarantee and Collateral Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Guarantee and Collateral Agreement dated December 6, 2012 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in all of such Grantor's right, title and interest in and to the Intellectual Property Collateral, including, without limitation, the following (collectively, the "Collateral"):

(i) the U.S. trademark and service mark registrations and applications for registration therefor set forth in Schedule A hereto (provided that no security interest shall be granted in intent-to-use trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein or the attachment or enforcement thereof would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(ii) any, as applicable, renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding

thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this Trademark Security Agreement and the terms and conditions of the Guarantee and Collateral Agreement, the terms and conditions of the Guarantee and Collateral Agreement shall control.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JOHN HENRY HOLDINGS, INC.

By: William H. Hogan
Name: William H. Hogan
Title: Vice President

Address for Notices:
150 East 52nd Street, 28th Floor
New York, NY 10022

MULTI PACKAGING SOLUTIONS, INC.

By: William H. Hogan
Name: William H. Hogan
Title: Vice President

Address for Notices:
150 East 52nd Street, 28th Floor
New York, NY 10022

GREAT WESTERN INDUSTRIES, INC.
INNOVATIVE FOLDING CARTON COMPANY, LLC
MPS/IH, LLC
THE JOHN HENRY COMPANY

By: William H. Hogan
Name: William H. Hogan
Title: Vice President

Address for Notices:
150 East 52nd Street, 28th Floor
New York, NY 10022

BARCLAYS BANK PLC, as Collateral Agent

By: 

Name:

Title:

Craig Malloy
Director

[SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**Schedule A to the
Second Lien Trademark Security Agreement**

Trademark and Service Mark Registrations and Applications for Registration

<u>Mark</u>	<u>Status</u>	<u>App/ Reg. No.</u>	<u>App/ Reg. Date</u>	<u>Owner</u>
3DXKOTE	Pending	85/718322	8/31/12	Great Western Industries Inc.
FOILKOTE	Pending	85718004	8/31/12	Great Western Industries Inc.
GEMKOTE	Registered	2727009	06/17/03	Great Western Industries Inc.
HOLOKOTE	Pending	85/712321	8/24/12	Great Western Industries Inc.
HOLO-EMBOSS	Registered	3381212	02/12/08	Great Western Industries Inc.
HOLO-EMBOSS	Registered	3589084	03/10/09	Great Western Industries Inc.
TEXTUREKOTE	Registered	3354259	12/11/07	Great Western Industries Inc.
VELVEKOTE	Pending	85712431	8/24/12	Great Western Industries Inc.
INNOVATIVE COLOR SIMULATOR	Registered	2132344	11/17/03	Innovative Folding Carton Company Inc.
IVY HILL	Registered	1707281	08/11/92	MPS/IH LLC
MPS and Design	Registered	3442659	06/03/08	Multi Packaging Solutions Inc.
BLOOMIQ	Registered	4165098	6/26/12	Multi Packaging Solutions, Inc.
CHARISMA	Registered	4165102	6/26/12	Multi Packaging Solutions, Inc.
ENVI CACHEPOT COLLECTION	Registered	4135883	5/01/12	The John Henry Company a Multi Packaging Solutions Company
EXCLAMATIONS	Pending ITU	85085150	7/15/10	Multi Packaging Solutions, Inc.
MOMENTS	Registered	4165103	6/26/12	Multi Packaging Solutions, Inc.
CAPRI	Registered	2228452	03/02/99	The John Henry Company
ENVI CACHEPOT COLLECTION	Registered	3680410	10/20/09	John Henry Holdings, LLC
EXPERIENCE BY DESIGN	Registered	3278382	08/14/07	The John Henry Company
FIRST IMPRESSIONS	Registered	3211455	02/20/07	The John Henry Company

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**TRADEMARK
REEL: 004918 FRAME: 0683**

<u>Mark</u>	<u>Status</u>	<u>App/ Reg. No.</u>	<u>App/ Reg. Date</u>	<u>Owner</u>
FLORA-CARD	Registered	1596316	05/15/90	The John Henry Company
FLORAL ARTISTRY	Registered	3490891	08/26/08	The John Henry Company
FLORAL FAN DECK	Registered	3257366	06/26/07	The John Henry Company
FLORAL FAN DECK	Pending	85693653	8/2/12	The John Henry Company
HANG-N-TAG	Registered	1094495	06/27/78	The John Henry Company
HORIZONS	Registered	3241931	05/15/07	The John Henry Company
IDEA WORKS	Registered	1729757	11/03/92	The John Henry Company
IDENTA-SEALS	Registered	2446539	04/24/01	The John Henry Company
IE (Design)	Registered	3362860	01/01/08	The John Henry Company
IMAGE EASE	Registered	3376312	01/29/08	The John Henry Company
IMAGE EASE STYLIZED	Registered	3382388	02/12/08	The John Henry Company
JH	Registered	3500222	09/09/08	The John Henry Company
JH DESIGN	Registered	1680314	03/24/92	The John Henry Company
JH DESIGN	Registered	1296037	09/18/84	The John Henry Company
JOHN HENRY	Registered	2765244	09/16/03	The John Henry Company
JOHN HENRY	Registered	1168908	09/15/81	The John Henry Company
MINI-PORTRAIT	Registered	2790899	12/09/03	The John Henry Company
ORNAMENT	Registered	2650637	11/12/02	The John Henry Company
PHARMALABEL	Registered	3128500	08/15/06	The John Henry Company
PIXIE	Registered	3401946	03/25/08	The John Henry Company
PIXIE & DESIGN	Registered	1077438	11/15/77	The John Henry Company
PIXIE JUNIOR AND DESIGN	Registered	2023582	12/17/96	The John Henry Company
PORTRAIT	Registered	2486134	09/04/01	The John Henry Company
PORTRAIT TAG	Registered	2216200	01/05/99	The John Henry Company
POTCHA	Registered	3395014	03/11/08	The John Henry Company
POTCHA	Registered	3405579	04/01/08	The John Henry Company

<u>Mark</u>	<u>Status</u>	<u>App/ Reg. No.</u>	<u>App/ Reg. Date</u>	<u>Owner</u>
SAVOR LIFE	Registered	3128592	08/15/06	The John Henry Company
STIK-STAKE	Registered	3401945	03/25/08	The John Henry Company
STIK-STAKE DESIGN	Registered	981313	03/26/74	The John Henry Company
STROLL IN THE VILLAGE	Registered	3258717	07/03/07	The John Henry Company
SUPER JUMBO PORTRAIT	Registered	2605889	08/06/02	The John Henry Company
ULTRA STAKE	Registered	2008112	10/15/96	The John Henry Company
AVISO	Registered	3527118	11/04/08	The John Henry Company a Multi Packaging Solutions Company
AVIVO	Registered	3615961	05/05/09	The John Henry Company a Multi Packaging Solutions Company
I E (Design)	Registered	3461252	07/08/08	The John Henry Company a Multi-Packaging Solutions Company
JOURNEY	Registered	4198878	8/29/12	The John Henry Company a Multi-Packaging Solutions Company
SOUTHERN WINNERS	Registered	3536467	11/25/08	The John Henry Company a Multi-Packaging Solutions Company
THE ART OF PRINT AND PACKAGING	Registered	3974982	6/7/11	The John Henry Company a Multi-Packaging Solutions Company
THINK OUTSIDE THE POT	Pending	77577389	09/24/08	The John Henry Company a Multi-Packaging Solutions Company