

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
Vestcom International, Inc.		12/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3832436	HEALTHY AISLES	
Registration Number:	3674428	HEALTHY AISLES	
Registration Number:	3670426	SHELFCAST	
Registration Number:	3768669	VESTCOM	
Registration Number:	3917522	VESTCOM	
Registration Number:	3857492	VESTCOM	
Registration Number:	3944817	VESTCOM	
Registration Number:	3768667	VESTCOM	
Registration Number:	3772751	V VESTCOM	
Registration Number:	3917523	VESTCOM	
Registration Number:	3641953	V VESTCOM	
Registration Number:	2212352		
Registration Number:	2229989	VESTCOM	
CORRESPONDENCE DATA			

900245053

TRADEMARK
 REEL: 004948 FRAME: 0410

CH \$340.00 3832436

Fax Number: 3125774565

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

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-558
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	01/24/2013

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2012, is made by Vestcom International, Inc., a Delaware corporation (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 27, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no Lien on and security interest is

granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

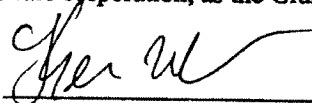
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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.

**VESTCOM INTERNATIONAL, INC., a
Delaware corporation, as the Grantor**

By: 
Name: Kevin A. White
Title: Vice President

SCHEDULE I
TRADEMARKS

MARK NAME	CNTRY	CLASS	APPL NO	APPL DATE	REG NO	REG DATE	RENEWAL DATE	STATUS	CURRENT OWNER
HEALTHY AISLES	US	009; 044	77/472,684	05/13/2008	3,832,436	08/10/2010	08/10/2020	Registered	Vestcom International, Inc.
HEALTHY AISLES	US	016; 035	77/977,447	05/13/2008	3,674,428	08/25/2009	08/25/2019	Registered	Vestcom International, Inc.
SHELFCAST	US	009; 035	77/456,710	04/24/2008	3,670,426	08/18/2009	08/18/2019	Registered	Vestcom International, Inc.
VESTCOM (and design)	US	035	77/610,767	11/10/2008	3,768,669	03/30/2010	03/30/2020	Registered	Vestcom International, Inc.
VESTCOM (and design)	US	020	77/610,755	11/10/2008	3,917,522	02/08/2011	02/08/2021	Registered	Vestcom International, Inc.
VESTCOM (and design)	US	042; 035	77/610,817	11/10/2008	3,857,492	10/05/2010	10/05/2020	Registered	Vestcom International, Inc.
VESTCOM (and design)	US	044	77/610,828	11/10/2008	3,944,817	04/12/2011	04/12/2021	Registered	Vestcom International, Inc.
VESTCOM (and design)	US	016	77/610,734	11/10/2008	3,768,667	03/30/2010	03/30/2020	Registered	Vestcom International, Inc.
VESTCOM (and design)	US	009	77/610,714	11/10/2008	3,772,751	04/06/2010	04/06/2020	Registered	Vestcom International, Inc.
VESTCOM (and design)	US	040	77/610,793	11/10/2008	3,917,523	02/08/2011	02/08/2021	Registered	Vestcom International, Inc.
VESTOM (and design)	US	039; 040; 042	77/445,932	04/11/2008	3,641,953	06/23/2009	06/23/2019	Registered	Vestcom International, Inc.
DESIGN	US	039; 040; 042	75/282,159	04/28/1997	2,212,352	12/22/1998	12/22/2018	Registered	Vestcom International, Inc.
VESTCOM	US	039; 040; 042	75/282,157	04/28/1997	2,229,989	03/09/1999	03/09/2019	Registered	Vestcom International, Inc.