

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NE Opco, Inc.		02/05/2013	CORPORATION: DELAWARE
NEV Credit Holdings, Inc.		02/05/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Galactic Holdings, LLC
<b>Street Address:</b>	c/o The Gores Group, LLC
<b>Internal Address:</b>	10877 Wilshire Boulevard, 18th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90024
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	85763512	MAIL LINK
Serial Number:	85763554	MAIL LINK
Serial Number:	85623385	PEEL & ZIP
Serial Number:	85575993	PINSTRIFE
Serial Number:	85576005	PINSTRIFE
Serial Number:	85619724	TAC N TAC

**CORRESPONDENCE DATA**

Fax Number: 6508023100  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 6508023000  
 Email: suzin.metz@weil.com, kwang-chien.ger@weil.com  
 Correspondent Name: Kwang-chien Ger  
 Address Line 1: Weil, Gotshal & Manges LLP

**900248676**

**TRADEMARK  
 REEL: 004975 FRAME: 0324**

**CH \$165.00 85763512**

Address Line 2: 201 Redwood Shores Parkway  
Address Line 4: Redwood Shores, CALIFORNIA 94065

NAME OF SUBMITTER:	Kwang-chien Ger
Signature:	/Kwang-chien Ger/
Date:	03/05/2013

**Total Attachments: 8**

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS CREATED BY THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT HERETO, AND CERTAIN OF THE RIGHTS OF THE SECURED PARTY HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE AMENDED AND RESTATED INTERCREDITOR AGREEMENT, DATED AS OF FEBRUARY 5, 2013 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND AMONG WELLS FARGO CAPITAL FINANCE, LLC, AS FIRST LIEN AGENT, GALACTIC HOLDINGS, LLC, AS SECOND LIEN CREDIT AGREEMENT AGENT AND INTERNATIONAL PAPER COMPANY, AS SECOND LIEN IP AGENT AND AS THIRD LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

### **SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

This **SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT** (this "Supplemental Trademark Security Agreement") dated as of February 5, 2013, among the Persons listed on the signature pages hereof as Grantors (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GALACTIC HOLDINGS, LLC**, a Delaware limited liability company ("Galactic"), as Agent (as defined in the Credit Agreement referred to below).

#### **W I T N E S S E T H:**

WHEREAS, **NEV HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), **NE OPCO, INC.**, a Delaware corporation (the "Borrower" and together with each other Subsidiary of Parent that, with the approval of Agent, executes a joinder thereto as a borrower thereunder, collectively, "Borrowers"), each of the other Borrowers from time to time party thereto, the Lenders (as defined therein) party thereto, and Agent are parties to that certain Credit Agreement, dated as of September 7, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the members of the Lender Group were willing to enter into the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of September 7, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and that certain Trademark Security Agreement, dated as of September 7, 2010 (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Supplemental Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Supplemental Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything contained in this Supplemental Trademark Security Agreement to the contrary, the term “Trademark Collateral” shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Supplemental Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Supplemental Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement and the Trademark Security Agreement, and this Supplemental Trademark Security Agreement does not in any manner amend, restate or replace the Trademark Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Supplemental Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. RESERVED.

6. TERMINATION. This Supplemental Trademark Security Agreement shall terminate automatically upon termination of the Security Agreement.

7. COUNTERPARTS. This Supplemental Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplemental Trademark Security Agreement. Delivery of an executed counterpart of this Supplemental Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplemental Trademark Security Agreement. Any party delivering an executed counterpart of this Supplemental Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplemental Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplemental Trademark Security Agreement.

8. CONSTRUCTION. This Supplemental Trademark Security Agreement is a Loan Document. Unless the context of this Supplemental Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Supplemental Trademark Security Agreement refer to this Supplemental Trademark Security Agreement as a whole and not to any particular provision of this Supplemental Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Supplemental Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment or payment in full of the Secured Obligations shall mean the repayment of the Secured Obligations (other than unasserted contingent indemnification Obligations) in Dollars in full in cash or immediately available funds. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

9. THE VALIDITY OF THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

10. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS

OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. INTERCREDITOR AGREEMENT.

(a) Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Supplemental Trademark Security Agreement, the exercise of any right or remedy with respect hereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Supplemental Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

(b) Notwithstanding any other provision hereof, for so long as the Collateral Discharge Date shall not have occurred and the Senior Lien Loan Documents shall require the delivery of possession or control to Senior Agent of Collateral (including, without limitation, any requirement to deliver Control Agreements to Agent), any covenant hereunder requiring (or any representation or warranty hereunder to the extent that it would have the effect of requiring) the delivery of possession or control to Agent of Collateral (including, without limitation, any requirement to deliver Control Agreements to Agent) shall be deemed to have been satisfied (or, in the case of any representation and warranty, shall be deemed to be true) if, prior to the Collateral Discharge Date, such possession or control (or such Control Agreements) shall have been delivered to or in favor of Senior Agent (or its agents or bailees), as provided in the Intercreditor Agreement.

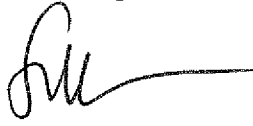
(c) Notwithstanding anything herein to the contrary, it is the understanding of the parties that the Liens with respect to the Collateral granted pursuant to this Supplemental Trademark Security Agreement shall, prior to the Discharge of Senior Indebtedness, be junior and subordinate (pursuant to the terms of the Intercreditor Agreement) in all respects to all Liens with respect to the Collateral securing any First Lien Obligations (as defined in the Intercreditor Agreement).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**NEV CREDIT HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: Steven G. Eisner  
Title: Vice President

**NE OPCO, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Brian Zollinger  
Title: Vice President, General Counsel and Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**NEV CREDIT HOLDINGS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Steven G. Eisner  
Title: Vice President

**NE OPCO, INC.,**  
a Delaware corporation

By: Brian Zollinger  
Name: Brian Zollinger  
Title: Vice President, General Counsel and Secretary



**AGENT:**

**GALACTIC HOLDINGS, LLC,**  
a Delaware limited liability company, as Agent

By:   
\_\_\_\_\_

Name: Steven G. Eisner

Title: Vice President

**SCHEDULE I**  
**to**  
**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
NE Opco, Inc.	MAIL LINK	United States	85/763,512	
NE Opco, Inc.	MAIL LINK & Design	United States	85/763,554	
NE Opco, Inc.	PEEL & ZIP	United States	85/623,385	
NE Opco, Inc.	PINSTRIPES	United States	85/575,993	
NE Opco, Inc.	PINSTRIPES & Design	United States	85/576,005	
NE Opco, Inc.	TAC-N-TAC & Design	United States	85/619,724	