

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W/S Packaging Holdings, Inc.		08/09/2013	CORPORATION: DELAWARE
W/S Packaging Intermediate, Inc.		08/09/2013	CORPORATION: DELAWARE
W/S Packaging Group, Inc.		08/09/2013	CORPORATION: WISCONSIN
Label Universe, Inc.		08/09/2013	CORPORATION: WISCONSIN
Wisconsin Label Corporation		08/09/2013	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1411300	IPOP	
Registration Number:	2455176	PROMOPRISM	
Registration Number:	2747981	EASY TAB	
Registration Number:	1138370	LABEL ART	
Registration Number:	2833400	LABELS FOR LESS	
Registration Number:	1107279		
Registration Number:	2434205	MULTIVISION	
Registration Number:	2055474	QUALITY YOU CAN STICK WITH	
Registration Number:	3269574	WEBDESCRAMBLER	
Registration Number:	3276890	NETDESCRAMBLER	
Registration Number:	3622868	PAINNOVATION	

CH \$440.00 1411300

Registration Number:	3736004	W/S
Registration Number:	2755291	W/S
Registration Number:	2702135	WS PACKAGING GROUP, INC.
Registration Number:	3996091	FLEXWRAP
Registration Number:	2887239	
Registration Number:	2887240	LABEL UNIVERSE

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: 212-735-4559

Email: vindra.richter@weil.com

Correspondent Name: Vindra Richter c/o Weil et al

Address Line 1: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	RBARTUCCIO47660.3511/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	08/12/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 9, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, Intermediate, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, 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, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement 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 each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 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, each Grantor hereby agrees with 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than intent to use Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted with the U.S. Patent and Trademark Office) providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(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.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks 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 PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

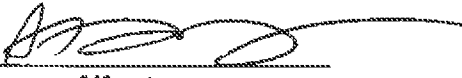
W/S PACKAGING HOLDINGS, INC., as Grantor
W/S PACKAGING INTERMEDIATE, INC., as Grantor
W/S PACKAGING GROUP, INC., as Grantor
LABEL UNIVERSE, INC., as Grantor
WISCONSIN LABEL CORPORATION, as Grantor

By: 
Name: Jay K. Tomcheck
Title: Chief Financial Officer & Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: **Alfredo Wang**
Title: **Duly Authorized Signatory**

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registered Trademarks - Wisconsin Label Corporation

Reg. No.	Reg. Date	Country	Trademark
1,411,300	09/30/1986	U.S.	IPOP
2,455,176	05/29/2001	U.S.	Promo Prism
2,747,981	08/05/2003	U.S.	Easy Tab
1,138,370	08/05/1980	U.S.	Label Art
2,833,400	04/13/2004	U.S.	Labels for Less
1,107,279	11/28/1978	U.S.	Miscellaneous Design (Person operating hand press)
2,434,205	03/06/2001	U.S.	Multivision
2,055,474	04/22/1997	U.S.	Quality You Can Stick With

Registered Trademarks - W/S Packaging Group, Inc.

Reg. No.	Reg. Date	Country	Trademark
3,269,574	07/24/2007	U.S.	WEBDESCRAMBLER
3,276,890	08/07/2007	U.S.	NETDESCRAMBLER
3,622,868	05/19/2009	U.S.	Painnovation
3,736,004	01/12/2010	U.S.	W/S Logo & Design
2,755,291	08/26/2003	U.S.	WS & Detsw asign
2,702,135	04/01/2003	U.S.	WS Packaging Group, Inc.
3,996,091	07/19/2011	U.S.	FlexWrap

Registered Trademarks - Label Universe, Inc.

Reg. No.	Reg. Date	Country	Trademark
2,887,239	09/21/2004	U.S.	Circle Swirl Logo
2,887,240	09/21/2004	U.S.	Label Universe

2. TRADEMARK APPLICATIONS

None.