

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
Great Western Industries, Inc.		08/15/2013	CORPORATION:
Innovative Folding Carton Company, Inc.		08/15/2013	CORPORATION:
MPS/IH, LLC		08/15/2013	LIMITED LIABILITY COMPANY:
Multi Packaging Solutions, Inc.		08/15/2013	CORPORATION:
The John Henry Company		08/15/2013	CORPORATION:
National Graphics, Inc.		08/15/2013	CORPORATION:
Digital Imaging Group, Inc.		08/15/2013	CORPORATION:
The Printery, Inc.		08/15/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	200 Park Avenue, 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	Administrative Agent: NEW YORK

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Serial Number:	85718322	3DXKOTE
Serial Number:	85718004	FOILKOTE
Serial Number:	76441624	GEMKOTE
Serial Number:	85712321	HOLOKOTE
Serial Number:	77206572	HOLOEMBOSS
Serial Number:	78803077	HOLOEMBOSS
Serial Number:	78898398	TEXTUREKOTE

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Serial Number:	85712431	VELVEKOTE
Serial Number:	75222384	INNOVATIVE COLOR SIMULATOR
Serial Number:	74139202	IVY HILL
Serial Number:	78841406	MPS
Serial Number:	85081024	BLOOMIQ
Serial Number:	85085125	CHARISMA
Serial Number:	77852410	ENVI CACHEPOT COLLECTION
Serial Number:	85085140	MOMENTS
Serial Number:	75432410	CAPRI
Serial Number:	76667622	EXPERIENCE BY DESIGN
Serial Number:	78896546	FIRST IMPRESSIONS
Serial Number:	73687495	FLORA-CARDS
Serial Number:	76670839	FLORAL ARTISTRY
Serial Number:	78964127	FLORAL FAN DECK
Serial Number:	85693653	FLORAL FAN DECK
Serial Number:	73119043	HANG-N-TAG
Serial Number:	78912251	HORIZONS
Serial Number:	74152492	IDEA WORKS
Serial Number:	76049757	IDENTA-SEALS
Serial Number:	76650858	IE
Serial Number:	76647114	IMAGE EASE
Serial Number:	76650857	IMAGE EASE
Serial Number:	78870266	JH
Serial Number:	74106461	JH
Serial Number:	73408770	JH
Serial Number:	76346440	JOHN HENRY
Serial Number:	73154251	JOHN HENRY
Serial Number:	76482686	MINI PORTRAIT
Serial Number:	76302287	ORNAMENT
Serial Number:	78964106	PIXIE
Serial Number:	73118490	PIXIE
Serial Number:	75016660	PIXIE JUNIOR
Serial Number:	75860704	PORTRAIT
Serial Number:	75374542	PORTRAIT TAG
Serial Number:	78964056	POTCHA

	78964069	POTCHA
Serial Number:	78964098	STIK-STAKE
Serial Number:	72450534	STIK-STAKE
Serial Number:	78964116	STROLL IN THE VILLAGE
Serial Number:	74730339	ULTRA STAKE
Serial Number:	77433187	AVISO
Serial Number:	77588369	AVIVO
Serial Number:	77313574	I E
Serial Number:	77886136	JOURNEY
Serial Number:	77421052	SOUTHERN WINNERS
Serial Number:	77588360	THE ART OF PRINT AND PACKAGING
Serial Number:	78756736	EXTREME VISION
Serial Number:	85718203	GEMKOTE

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: 2123108000
Email: brian.lee@weil.com, tomasz.kulawik@weil.com
Correspondent Name: Tomasz Kulawik
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0103\ T. KULAWIK
NAME OF SUBMITTER:	Tomasz Kulawik
Signature:	/Tomasz Kulawik/
Date:	08/16/2013

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Barclays Bank PLC, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of August 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all registered Trademarks and Trademark applications of such Grantor listed on Schedule A attached hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by the foregoing; and
- (iv) the right to sue or otherwise recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of any of the foregoing or for any injury to goodwill and all Proceeds of the foregoing,

including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 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. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE COMMISSIONER FOR TRADEMARKS AT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS TRADEMARK SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment and performance in full of the Secured Obligations (other than any outstanding indemnification obligations). In connection with the termination of this Agreement, the Administrative Agent shall execute and deliver to the Grantors, at the Grantors’ expense, all documents that the Grantors shall reasonably request to evidence such termination and release, and shall perform all other actions reasonably requested by the Grantors to effect such release of the lien on and security interests in the Trademark Collateral granted herein, including any filings and the delivery of certificates, securities and instruments.

SECTION 6. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

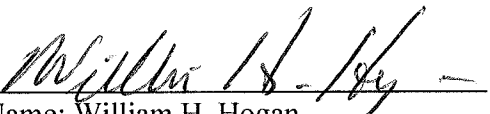
SECTION 7. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GREAT WESTERN INDUSTRIES, INC.
INNOVATIVE FOLDING CARTON COMPANY,
INC.
MPS/IH, LLC
MULTI PACKAGING SOLUTIONS, INC.
THE JOHN HENRY COMPANY
NATIONAL GRAPHICS, INC.
DIGITAL IMAGING GROUP, INC.
THE PRINTERY, INC.

By: 
Name: William H. Hogan
Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005090 FRAME: 0906

The foregoing Agreement is hereby ACKNOWLEDGED AND AGREED by:

MUSTANG INTERMEDIATE LLC

By: 

Name: William Hogan

Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

MULTI PACKAGING SOLUTIONS, INC.



By:

Name: William Hogan

Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005090 FRAME: 0907

BARCLAYS BANK PLC.
as Administrative Agent

By: 

Name: Ronald Glenn
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005090 FRAME: 0908

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
3DXKOTE	85718322	8/31/12	N/A	Pending	Great Western Industries Inc.
FOILKOTE	85718004	8/31/12	N/A	Pending	Great Western Industries Inc.
GEMKOTE	76441624	8/19/02	2727009	6/17/03	Great Western Industries Inc.
HOLOKOTE	85712321	8/24/12	N/A	Pending	Great Western Industries Inc.
HOLO-EMBOSS	77206572	6/14/07	3381212	2/12/08	Great Western Industries Inc.
HOLO-EMBOSS	78803077	1/31/06	3589084	03/10/09	Great Western Industries Inc.
TEXTUREKOTE	78898398	6/1/06	3354259	12/11/07	Great Western Industries Inc.
VELVEKOTE	85712431	8/24/12	N/A	Pending	Great Western Industries Inc.
INNOVATIVE COLOR SIMULATOR	75222384	12/16/96	2132344	11/17/03	Innovative Folding Carton Company Inc.
IVY HILL	74139202	2/14/91	1707281	8/11/92	MPS/IH, LLC
MPS and Design	78841406	3/20/06	3442659	/26/12	Multi Packaging Solutions, Inc.
BLOOMIQ	85081024	6/9/10	4165098	/26/12	Multi Packaging Solutions, Inc.
CHARISMA	85085125	6/15/10	4165102	/26/12	Multi Packaging Solutions, Inc.
^E NVI CACHEPOT COLLECTION	77852410	10/20/09	4135883	/1/12	The John Henry Company
MOMENTS	85085140	6/15/10	4165103	/26/12	Multi Packaging Solutions, Inc.

CAPRI	75432410	2/11/98	2228452	3/2/99	The John Henry Company
EXPERIENCE BY DESIGN	76667622	10/13/06	3278382	8/14/07	The John Henry Company
FIRST IMPRESSIONS	78896546	5/31/06	3211455	2/20/07	The John Henry Company
FLORA-CARDS	73687495	10/2/87	1596316	5/15/90	The John Henry Company
FLORAL ARTISTRY	76670839	12/27/06	3490891	8/26/08	The John Henry Company
FLORAL FAN DECK	78964127	8/30/06	3257366	6/26/07	The John Henry Company
FLORAL FAN DECK	85693653	8/2/12	N/A	Pending	The John Henry Company
HANG-N-TAG	73119043	3/14/77	1094495	6/27/78	The John Henry Company
HORIZONS	78912251	6/20/06	3241931	5/15/07	The John Henry Company
IDEA WORKS	74152492	3/28/91	1729757	11/3/92	The John Henry Company
IDENTA-SEALS	76049757	5/16/00	2446539	4/24/01	The John Henry Company
IE (Design)	76650858	5/25/05	3362860	1/1/08	The John Henry Company
IMAGE EASE	76647114	9/20/05	3376312	1/29/08	The John Henry Company
IMAGE EASE STYLIZED	76650857	5/25/05	3382388	2/12/08	The John Henry Company
JH	78870266	4/26/06	3500222	9/9/08	The John Henry Company
JH DESIGN	74106461	10/16/90	1680314	3/24/92	The John Henry Company
JH DESIGN	73408770	1/10/83	1296037	9/18/84	The John Henry Company
JOHN HENRY	76346440	12/7/01	2765244	9/16/03	The John Henry Company
JOHN HENRY	73154251	1/5/78	1168908	9/15/81	The John Henry Company
MINI-PORTRAIT	76482686	1/16/03	2790899	12/9/03	The John Henry Company
ORNAMENT	76302287	8/21/01	2650637	11/12/02	The John Henry Company
PIXIE	78964106	8/30/06	3401946	3/25/08	The John Henry Company
PIXIE & DESIGN	73118490	3/9/77	1077438	11/15/77	The John Henry Company

PIXIE JUNIOR AND DESIGN	75016660	11/8/95	2023582	12/17/96	The John Henry Company
PORTRAIT	75860704	11/30/99	2486134	9/4/01	The John Henry Company
PORTRAIT TAG	75374542	10/13/97	2216200	1/5/99	The John Henry Company
POTCHA	78964056	8/30/06	3395014	3/11/08	The John Henry Company
POTCHA	78964069	8/30/06	3405579	4/1/08	The John Henry Company
STIK-STAKE	78964098	8/30/06	3401945	3/25/08	The John Henry Company
STIK-STAKE DESIGN	72450534	3/5/73	981313	3/26/74	The John Henry Company
STROLL IN THE VILLAGE	78964116	8/30/06	3258717	7/3/07	The John Henry Company
ULTRA STAKE	74730339	9/18/95	2008112	10/15/96	The John Henry Company
AVISO	77433187	3/27/08	3527118	11/4/08	The John Henry Company
AVIVO	77588369	10/8/08	3615961	5/5/09	The John Henry Company
IE (Design)	77313574	10/25/07	3461252	7/8/08	The John Henry Company
JOURNEY	77886136	12/4/09	4198878	1/29/12	The John Henry Company
SOUTHERN WINNERS	77421052	3/13/08	3536467	11/25/08	The John Henry Company
THE ART OF PRINT AND PACKAGING	77588360	10/8/08	3974982	1/7/11	The John Henry Company
EXTREME VISION	78756736	11/18/05	3406892	4/1/08	National Graphics, Inc.
GEMKOTE	85718203	8/31/12	N/A	Pending	Great Western Industries, Inc.