

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.		02/14/2014	CORPORATION: DELAWARE
MPS/IH, LLC		02/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
Multi Packaging Solutions, Inc.		02/14/2014	CORPORATION: DELAWARE
The John Henry Company		02/14/2014	CORPORATION: MICHIGAN
National Graphics, Inc.		02/14/2014	CORPORATION: INDIANA
Innovative Folding Carton Company, Inc.		02/14/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
Internal Address:	27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10119
Entity Type:	Public Limited Company: UNITED KINGDOM

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
Serial Number:	85712431	VELVEKOTE

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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
Serial Number:	78964069	POTCHA

	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: 212.310.8000
Email: suzin.metz@weil.com, brian.drozda@weil.com, sarah.davis@weil.com
Correspondent Name: Brain Drozda
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0114-SM FOR DROZDA
NAME OF SUBMITTER:	Brian Drozda
Signature:	/Brian Drozda/
Date:	02/21/2014

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated February 14, 2014, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barclays Bank PLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Restated Credit Agreement dated as of February 14, 2014 (as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “Credit Agreement”), among Chesapeake/MPS Merger Limited (f/k/a Chesapeake Services Limited f/k/a Chase BidCo Limited), an English private limited liability company, Chesapeake US Holdings Inc. (f/k/a Chase US Holdco Inc.), a Delaware corporation, Multi Packaging Solutions, Inc., a Delaware corporation, Mustang Parent Corp., a Delaware corporation, Chesapeake Finance 2 Limited (f/k/a Chase MidCo 2 Limited), an English private limited liability company, Chesapeake UK Holdings Limited, an English private limited liability company, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), and Barclays Bank PLC, as Administrative Agent and Collateral Agent and (ii) the Restated Security Agreement dated as of February 14, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic federal governmental authorities.

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 benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations 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;

(v) 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

(vi) 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;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), 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. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable domestic federal government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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.

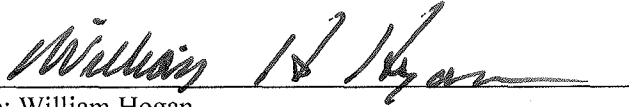
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral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

SECTION 6. Governing Law; Jurisdiction; Etc. Sections 23 (a)-(e) of the Restated Security Agreement are hereby incorporated by reference.

[Signature Pages Follow]

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

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

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

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK
REEL: 005221 FRAME: 0681**

~~BARCLAYS BANK PLC~~
as Collateral Agent

By: _____ 

Name:

Title: **Craig Malloy**

By: _____
Director

Name:

Title:

**Schedule A to the
Intellectual Property Security Agreement**

PATENTS AND PATENT APPLICATIONS

[None.]

**Schedule B to the
Intellectual Property Security Agreement**

COPYRIGHTS

[None.]

**Schedule C to the
Intellectual Property Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Owner	Trademark	Filing Date	Filing Number	Registration Date	Registration Number
Great Western Industries Inc.	3DXKOTE	31-Aug-2012	85718322	Pending	N/A
Great Western Industries Inc.	FOILKOTE	31-Aug-2012	85718004	24-12-2013	4453288
Great Western Industries Inc.	GEMKOTE	19-Aug-2002	76441624	17-Jun-2003	2727009
Great Western Industries Inc.	HOLOKOTE	24-Aug-2012	85712321	19-Nov-2013	4434818
Great Western Industries Inc.	HOLOEMBOSS	14-Jun-2007	77206572	12-Feb-2008	3381212
Great Western Industries Inc.	HOLOEMBOSS	31-Jan-2006	78803077	10-Mar-2009	3589084
Great Western Industries Inc.	TEXTUREKOTE	1-Jun-2006	78898398	11-Dec-2007	3354259
Great Western Industries Inc.	VELVEKOTE	24-Aug-2012	85712431	19-Nov-2013	4434820
Innovative Folding Carton Company Inc.	INNOVATIVE COLOR SIMULATOR	16-Dec-1996	75222384	17-Nov-2003	2132344
MPS/IH LLC	IVY HILL	14-Feb-1991	74139202	11-Aug-1992	1707281
Multi Packaging Solutions Inc.	MPS and Design	20-Mar-2006	78841406	3-Jun-2008	3442659
Multi Packaging Solutions, Inc.	BLOOMIQ	9-Jul-2010	85081024	26-Jun-2012	4165098
Multi Packaging Solutions, Inc.	CHARISMA	15-Jul-2010	85085125	26-Jun-2012	4165102
The John Henry Company, a Multi Packaging Solutions Company	ENVI CACHEPOT COLLECTION	20-Oct-2009	77852410	1-May-2012	4135883
Multi Packaging Solutions, Inc.	MOMENTS	15-Jul-2010	85085140	26-Jun-2012	4165103
The John Henry Company	CAPRI	11-Feb-1998	75432410	2-Mar-1999	2228452

Registered Owner	Trademark	Filing Date	Filing Number	Registration Date	Registration Number
The John Henry Company	EXPERIENCE BY DESIGN	13-Oct-2006	76667622	14-Aug-2007	3278382
The John Henry Company	FIRST IMPRESSIONS	31-May-2006	78896546	20-Feb-2007	3211455
The John Henry Company	FLORA-CARDS	2-Oct-1987	73687495	15-May-1990	1596316
The John Henry Company	FLORAL ARTISTRY	27-Dec-2006	76670839	26-Aug-2008	3490891
The John Henry Company	FLORAL FAN DECK	30-Aug-2006	78964127	26-Jun-2007	3257366
The John Henry Company	FLORAL FAN DECK	2-Aug-2012	85693653	Pending	N/A
The John Henry Company	HANG-N-TAG	14-Mar-1977	73119043	27-Jun-1978	1094495
The John Henry Company	HORIZONS	20-Jun-2006	78912251	15-May-2007	3241931
The John Henry Company	IDEA WORKS	28-Mar-1991	74152492	3-Nov-1992	1729757
The John Henry Company	IDENTA-SEALS	16-May-2000	76049757	24-Apr-2001	2446539
The John Henry Company	IE (Design)	25-Nov-2005	76650858	1-Jan-2008	3362860
The John Henry Company	IMAGE EASE	20-Sep-2005	76647114	29-Jan-2008	3376312
The John Henry Company	IMAGE EASE STYLIZED	25-Nov-2005	76650857	12-Feb-2008	3382388
The John Henry Company	JH	26-Apr-2006	78870266	9-Sep-2008	3500222
The John Henry Company	JH DESIGN	16-Oct-1990	74106461	24-Mar-1992	1680314
The John Henry Company	JH DESIGN	10-Jan-1983	73408770	18-Sep-1984	1296037
The John Henry Company	JOHN HENRY	7-Dec-2001	76346440	16-Sep-2003	2765244
The John Henry Company	JOHN HENRY	5-Jan-1978	73154251	15-Sep-1981	1168908
The John Henry Company	MINI PORTRAIT	16-Jan-2003	76482686	9-Dec-2003	2790899
The John Henry Company	ORNAMENT	21-Aug-2001	76302287	12-Nov-2002	2650637
The John Henry Company	PIXIE	30-Aug-2006	78964106	25-Mar-2008	3401946
The John Henry Company	PIXIE & DESIGN	9-Mar-1977	73118490	15-Nov-1977	1077438
The John Henry Company	PIXIE JUNIOR AND DESIGN	8-Nov-1995	75016660	17-Dec-1996	2023582
The John Henry Company	PORTRAIT	30-Nov-1999	75860704	4-Sep-2001	2486134
The John Henry Company	PORTRAIT TAG	13-Oct-1997	75374542	5-Jan-1999	2216200
The John Henry Company	POTCHA	30-Aug-2006	78964056	11-Mar-2008	3395014
The John Henry Company	POTCHA	30-Aug-2006	78964069	1-Apr-2008	3405579

Registered Owner	Trademark	Filing Date	Filing Number	Registration Date	Registration Number
The John Henry Company	STIK-STAKE	30-Aug-2006	78964098	25-Mar-2008	3401945
The John Henry Company	STIK-STAKE DESIGN	5-Mar-1973	72450534	26-Mar-1974	981313
The John Henry Company	STROLL IN THE VILLAGE	30-Aug-2006	78964116	3-Jul-2007	3258717
The John Henry Company	ULTRA STAKE	18-Sep-1995	74730339	15-Oct-1996	2008112
The John Henry Company, a Multi Packaging Solutions Company	AVISO	27-Mar-2008	77433187	4-Nov-2008	3527118
The John Henry Company, a Multi Packaging Solutions Company	AVIVO	8-Oct-2008	77588369	5-May-2009	3615961
The John Henry Company, a Multi Packaging Solutions Company	IE (Design)	25-Oct-2007	77313574	8-Jul-2008	3461252
The John Henry Company, a Multi Packaging Solutions Company	JOURNEY	4-Dec-2009	77886136	28-Aug-2012	4198878
The John Henry Company, a Multi Packaging Solutions Company	SOUTHERN WINNERS	13-Mar-2008	77421052	25-Nov-2008	3536467
The John Henry Company, a Multi Packaging Solutions Company	THE ART OF PRINT AND PACKAGING	8-Oct-2008	77588360	7-Jun-2011	3974982
National Graphics, Inc.	EXTREME VISION	18-Nov-2005	78756736	1-Apr-2008	3406892
Great Western Industries, Inc.	GEMKOTE	31-Aug-2012	85718203	19-Nov-2013	4434850