

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM302624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RJM Manufacturing, Inc. d/b/a Tara Tape		03/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	M&T Bank		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	Financial Institution: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1665850	TARATAPE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	136059-01001		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	04/25/2014		
Total Attachments: 10			
source=M&T-RJM Trademark Security Agreement#page1.tif			
source=M&T-RJM Trademark Security Agreement#page2.tif			
source=M&T-RJM Trademark Security Agreement#page3.tif			
source=M&T-RJM Trademark Security Agreement#page4.tif			

OP \$40.00 1665850

source=M&T-RJM Trademark Security Agreement#page5.tif
source=M&T-RJM Trademark Security Agreement#page6.tif
source=M&T-RJM Trademark Security Agreement#page7.tif
source=M&T-RJM Trademark Security Agreement#page8.tif
source=M&T-RJM Trademark Security Agreement#page9.tif
source=M&T-RJM Trademark Security Agreement#page10.tif

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Agreement") is made on the 28th day of March, 2014, by and between RJM MANUFACTURING, INC. d/b/a TARA TAPE, a corporation organized under the laws of the State of Delaware ("Grantor") and M&T BANK, a New York State chartered bank ("Bank").

BACKGROUND

Grantor, as borrower, has entered into an Amended and Restated Revolving Credit and Term Loan Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") with Bank, as lender. In order to induce Bank to execute and deliver the Loan Agreement, Grantor agreed to execute and deliver to Bank this Agreement.

Pursuant to the terms of a Security Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "Security Agreement") between Grantor and Bank, the Grantor has created in favor of Bank a security interest in, and Bank has become a secured creditor with respect to, the Collateral as hereinafter defined.

NOW, THEREFORE, in consideration of the premises, Grantor and Bank hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in or by reference to the Loan Agreement and Security Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Proceeds" shall have the meaning assigned to it under the Uniform Commercial Code and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Grantor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademarks" shall mean, with respect to Grantor, the registered trademarks and pending applications shown under Grantor's name in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Grantor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Grantor hereby grants and conveys to Bank a security interest in and to (i) the entire right, title and interest of Grantor in and to Grantor's Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (ii) all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the "Collateral."

3. Representations and Warranties. Grantor covenants and warrants that:

(a) To the best of Grantor's knowledge, Grantor's Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Grantor's knowledge, each of the Trademarks is valid and enforceable;

(c) To the best of Grantor's knowledge, there is no outstanding claim that the use of any of Grantor's Trademarks violates the rights of any third person;

(d) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of Grantor's Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons);

(e) Grantor has the right to enter into this Agreement and perform its terms;

(f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. New Trademarks.

(a) If, before the Obligations shall have been irrevocably paid in full, Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Grantor shall give Bank prompt written notice thereof.

(b) Grantor grants Bank a power-of-attorney, irrevocable so long as the Loan Agreement is in existence or any Obligation remains outstanding, to modify this Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement. This power-of-attorney is coupled with an interest.

5. Covenants. Grantor covenants and agrees with Bank that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Bank, Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Bank may reasonably deem necessary in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC with respect to the liens and security interests granted hereby. Grantor also hereby authorizes Bank to file any such financing statement, financing change statement or continuation statement without the signature of Grantor to the extent permitted by applicable law.

(b) Maintenance of Trademarks. Grantor will not do any act, or omit to do any act, whereby any of Grantor's material Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall promptly notify Bank if it knows of any reason or has reason to know of any ground under which this result may occur. Grantor shall take appropriate action, as reasonably deemed appropriate by Grantor, at its expense to halt the infringement of Grantor's material Trademarks.

(c) Limitation of Liens on Collateral. Grantor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral.

(d) Notices. Grantor will advise Bank promptly, in reasonable detail, (i) of any lien or material claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(e) Limitation on Further Uses of Trademarks. To the extent it is prohibited from doing so under the Loan Agreement or the Security Agreement, Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Bank.

(f) Delivery of Notices. Grantor shall deliver to Bank a copy of each material demand, notice or document sent or received by it relating in any way to any Trademark.

6. Bank's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Bank and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Bank's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Bank the power and right, on behalf of Grantor, to do the following:

(i) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(ii) Upon the occurrence and continuance of an Event of Default, (A) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (B) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (C) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral; (D) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Bank may deem appropriate; (E) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Bank were the absolute owner thereof for all purposes; and (F) to do, at Bank's option all acts and things which Bank deems necessary to protect, preserve or realize upon the Collateral and Bank's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Bank may require in order to confirm this power of attorney, or which Bank may deem necessary to enforce any of the Bank's rights contained in this Agreement.

(c) The powers conferred on Bank hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Bank shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for their own gross (not mere) negligence or willful misconduct.

(d) Grantor also authorizes Bank to execute, in connection with any sale provided for in paragraph 8(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

7. Performance by Bank of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Bank, as provided for by the terms of

this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Bank incurred in connection with such performance or compliance shall be payable by Grantor to Bank on demand and shall constitute Obligations secured hereby.

8. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Grantor under or in connection with any of the Collateral shall be held by Grantor in trust for Bank, shall be segregated from other funds of Grantor and shall forthwith upon receipt by Grantor, be turned over to Bank, in the same form as received by Grantor (duly indorsed by Grantor to Bank, if required); and

(ii) Any and all such payments so received by Bank (whether from Grantor or otherwise) may, in the sole discretion of Bank, be held by Bank as collateral security for, and/or then or at any time thereafter applied in whole or in part by Bank against all or any part of the Obligations.

(b) If any Event of Default shall occur and be continuing, Bank may exercise in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC and at law. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Bank are entitled. Grantor shall also be liable for the costs and reasonable fees of any attorneys employed by Bank to collect any such deficiency and also as to any costs and reasonable attorneys' fees incurred by Bank with respect to the collection of any of the Obligations and the enforcement of any of Bank's respective rights hereunder.

9. Termination. At such time as the Obligations are irrevocably satisfied in full and the Loan Agreement is irrevocably terminated, this Agreement shall terminate and Bank shall execute and deliver to Grantor, at Grantor's expense, all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Grantor full title to Grantor's Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.

10. Notices. Any notice to Bank or Grantor under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

11. No Waiver. No course of dealing between Grantor or Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Cumulative Remedies. All of Bank's rights and remedies with respect to the Collateral, whether established hereby or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. No Modification Except in Writing. Except as provided herein, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Bank, all future holders of the Obligations and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Bank.

16. Governing Law. This Agreement shall be governed by and be construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to conflicts of law principles thereof.

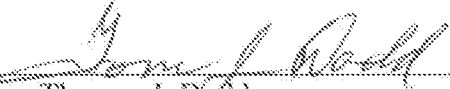
17. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

18. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

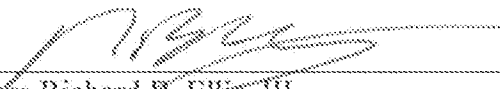
[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

**RJM MANUFACTURING, INC. d/b/a
TARA TAPE**, as Grantor

By: 
Name: Thomas J. Dodd
Title: Chief Executive Officer

M&T BANK, as Bank

By: 
Name: Richard B. Ellis, III
Title: Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL SECURITY AGREEMENT]

**TRADEMARK
REEL: 005268 FRAME: 0140**

SCHEDULE A

TRADEMARK	COUNTRY	OWNER NAME	APPLICATION No./DATE	PUBLICATION NO./DATE	REGISTRATION NO./DATE	STATUS NEXT RENEWAL
TaraTape & Design	USA	RJM Manufacturing, Inc.	1,665,850 11/26/1991	1,665,850 11/26/1991	1,665,850 11/26/1991	11/26/2021

SPECIAL POWER OF ATTORNEY

STATE OF Pennsylvania)
COUNTY OF Philadelphia)

ss:

KNOW ALL MEN BY THESE PRESENTS, that RJM MANUFACTURING, INC. d/b/a TARA TAPE, a corporation organized under the laws of the State of Delaware ("Grantor"), pursuant to a Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "Agreement"), hereby appoints and constitutes M&T BANK, a New York State chartered bank (the "Bank"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Grantor:

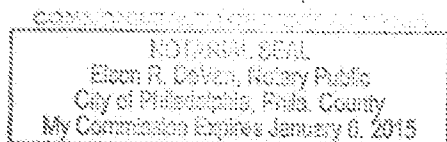
1. Assigning, selling or otherwise disposing of all right, title and interest of Grantor in and to the Trademarks of Grantor listed on Schedule A of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Bank may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated: April 11, 2014

Elson R. DeVen, Notary Public



RJM MANUFACTURING, INC. d/b/a
TARA TAPE, as Grantor

By: Thomas J. Dodd
Name: Thomas J. Dodd
Title: Chief Executive Officer

[SPECIAL POWER OF ATTORNEY TO TRADEMARK COLLATERAL SECURITY
AGREEMENT]

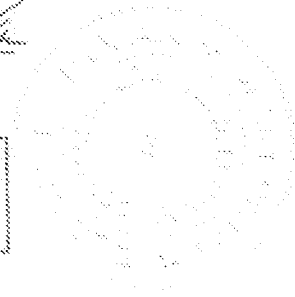
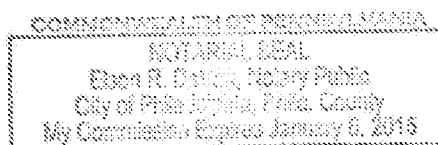
STATE OF Pennsylvania

ss:

COUNTY OF Philadelphia

On the 11 day of April, 2014, before me personally came Thomas J. Dodd, to me known, who being by me duly sworn, did depose and say he is the Chief Executive Officer of RJM MANUFACTURING, INC. d/b/a TARA TAPE, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Ethan R. Dodd
Notary Public



[NOTARY TO SPECIAL POWER OF ATTORNEY TO TRADEMARK COLLATERAL
SECURITY AGREEMENT]