

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Label Company		05/20/2014	COMPANY: DELAWARE
James Licensing Company		05/20/2014	COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4280203	MIRROR LUX	
Registration Number:	1069374	LABLEAFLETS	
Registration Number:	0904338	NATIONAL LABEL CO.	
Registration Number:	3144175	NATIONAL LABEL COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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:	074658-14009		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	05/21/2014		
Total Attachments: 6			

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Patent Security Agreement (this "Agreement") is made as of this 20th day of May, 2014, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to (x) that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Domestic Credit Agreement") among NATIONAL LABEL COMPANY, a Delaware corporation (together with any Person joined thereto from time to time as a borrower, collectively the "Domestic Borrowers"), the lenders from time to time party thereto (the "Domestic Lenders"), and PNC Bank, National Association, as agent for Domestic Lenders ("Domestic Agent"), and (y) that certain Export-Import Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Ex-Im Credit Agreement" and, together with the Domestic Credit Agreement, collectively the "Credit Agreement") among NATIONAL LABEL COMPANY, a Delaware corporation (together with any Person joined thereto from time to time as a borrower, collectively the "Ex-Im Borrowers" and, together with Domestic Borrowers, collectively the "Borrowers"), the lenders from time to time party thereto (the "Ex-Im Lenders" and, together with Domestic Lenders, collectively the "Lenders"), and PNC Bank, National Association, as agent for Ex-Im Lenders ("Ex-Im Agent" and, together with Domestic Agent, collectively "Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement; provided, however, that whenever any capitalized term used but not defined herein has a different meaning in the Domestic Credit Agreement as compared to the Ex-Im Credit Agreement, such term, as used herein, shall be defined in its broadest sense to include the meanings given to such term under both the Domestic Credit Agreement and the Ex-Im Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(b) all of such Grantor's patents and patent applications (collectively, "Patents"), and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

3. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. **CREDIT AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS.** Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all registered IP Collateral as of the date hereof.

6. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantors' obligations under this Section 6, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new IP Collateral of Grantors identified in such written notice provided by Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

7. **GOVERNING LAW.** This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

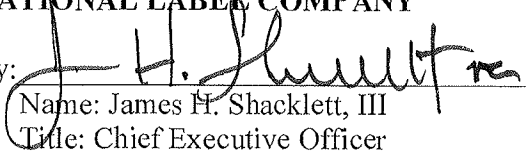
9. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

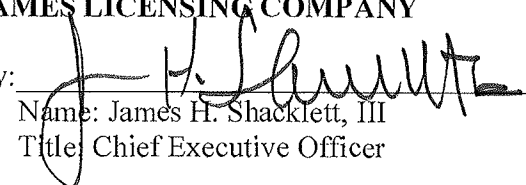
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and year first above written.

GRANTORS:

NATIONAL LABEL COMPANY

By: 
Name: James H. Shacklett, III
Title: Chief Executive Officer

JAMES LICENSING COMPANY

By: 
Name: James H. Shacklett, III
Title: Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement (National Label)]

Agent:

Patent Attorney

PNC BANK, NATIONAL ASSOCIATION

By: *Diane M. Shaak*

Name: Diane M. Shaak

Title: Senior Vice President


[Signature Page to Patent and Trademark Security Agreement (National Label)]

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TRADEMARK
REEL: 005284 FRAME: 0315

SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

I. Trademarks and Trademark Applications

#	Mark	Owner	Serial/ Registration Number
1.	Mirror Lux	National Label Company	4280203
2.	Labeleaflets	James Licensing Company	1069374
3.		James Licensing Company	0904338
4.	National Label Company	James Licensing Company	3144175

II. Patents and Patent Applications

#	Patent	Owner	Application/ Registration Number
1.	Extended wrap label and method of making same	National Label Company	6,770,345
2.	Packaging pouch and method of making same	National Label Company	6,905,746
3.	Labeling apparatus and method of making same	National Label Company	6,955,000
4.	Extended wrap label	National Label Company	7,374,633
5.	Labels and methods of making same	National Label Company	13/026,891
6.	Labels and method of making same	James Licensing Company	6,274,236
7.	Extended wrap label	James Licensing Company	6,613,410
8.	Fabric pads with a printed design and a method of making fabric pads with a printed design	James Licensing Company	09/349,737

Patent and Trademark Security Agreement (National Label)