

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL LABEL COMPANY		05/20/2014	CORPORATION: DELAWARE
JAMES LICENSING COMPANY		05/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC CREDIT PARTNERS III, L.P.		
Street Address:	Cira Centre, 2929 Arch Street,		
Internal Address:	Suite 1550,		
City:	Philadelphia,		
State/Country:	PENNSYLVANIA		
Postal Code:	19104-7340		
Entity Type:	as Agent for Lenders under Second-Lien Term Loan and Security Agreement: DELAWARE		
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:	6103718506		
<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:	609 987 7050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J. Stein, Esq.		
Address Line 1:	100 Lenox Drive,		
Address Line 2:	Suite 200,		
Address Line 4:	Lawrenceville,, NEW JERSEY 08648		
ATTORNEY DOCKET NUMBER:	107259.00004		
NAME OF SUBMITTER:	Elliott J. Stein		
SIGNATURE:	/varlawyer/		

CH \$115.00 4280203

TRADEMARK

DATE SIGNED:	05/21/2014
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Total Attachments: 6

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- source=LBCCREDITPARTNIII-IP Security Agreement-05202014#page4.tif
- source=LBCCREDITPARTNIII-IP Security Agreement-05202014#page5.tif
- source=LBCCREDITPARTNIII-IP Security Agreement-05202014#page6.tif

THIS PATENT AND TRADEMARK SECURITY AGREEMENT AND THE LIENS AND SECURITY INTERESTS EVIDENCED HEREBY ARE SUBORDINATED IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF MAY 20, 2014, AMONG THE BORROWER, THE AGENT AND PNC BANK, NATIONAL ASSOCIATION, IN ITS CAPACITY AS THE AGENT FOR THE FIRST-LIEN LENDERS.

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 LBC CREDIT PARTNERS III, L.P., in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Second-Lien Term Loan 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 "Loan Agreement") among NATIONAL LABEL COMPANY, a Delaware corporation (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and LBC Credit Partners III, L.P., as agent for Lenders ("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 Loan 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 Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan 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 Loan 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 Loan 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 Loan Agreement.

4. LOAN 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 Loan 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 Loan 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.]

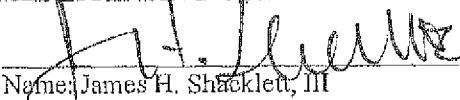
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and year first above written.

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

TRADEMARK
REEL: 005284 FRAME: 0609

Agent:

LBC CREDIT PARTNERS II, L.P.

By: 

Name: David Frainow


Title: Vice President

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 005284 FRAME: 0610

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)