

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM313993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QCSI, Inc.		08/12/2014	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Trustee		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2463416	QUICK CHANGE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0312		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	08/14/2014		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 12th day of August, 2014, among the Grantors listed on the signature page hereof (individually "Grantor" and collectively "Grantors"), and Wilmington Trust, National Association, in its capacity as a collateral trustee for the Secured Parties (in such capacity, together with its permitted successors and assigns, if any, "Collateral Trustee").

WITNESSETH:

WHEREAS, PaperWorks Industries, Inc., a Delaware corporation (the "Issuer") has issued the Notes pursuant to that certain Indenture, dated as of August 12, 2014 (as amended, supplemented, or otherwise modified from time to time, the "Indenture"), by and among the Issuer, the guarantors party thereto, Collateral Trustee, U.S. Bank National Association, as trustee (in such capacity, and together with its successors in such capacity, the "Trustee");

WHEREAS, the Grantors have entered into that certain Collateral Trust Agreement, dated as August 12, 2014 (as amended, restated, waived, renewed, replaced, restructured, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), with Collateral Trustee and the Trustee pursuant to which Collateral Trustee has agreed to act as collateral trustee for the benefit of the Secured Parties in connection with the transactions contemplated by this Agreement and the other Priority Lien Documents;

WHEREAS, it was a condition precedent to the purchase of the Notes under the purchase agreement governing the Notes that the Grantors enter into that certain Pledge and Security Agreement, dated as of August 12, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Issuer and each other Grantor party thereto from time to time and Collateral Trustee and grant a continuing security interest in and Lien on the Collateral to Collateral Trustee, for the benefit of the Secured Parties, in order to secure the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Trustee, for the benefit of the Secured Parties, 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, 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment and performance when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Secured Obligations, Grantor hereby unconditionally grants to Collateral Trustee, for the benefit of the Secured Parties, a continuing first priority security interest in and Lien on (subject to Permitted

Liens) all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than Excluded Assets) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those Trademarks referred to on Schedule I hereto, all renewals thereof, and all goodwill of the business symbolized by its Trademarks and connected therewith;

(b) all of its rights to sue for past, present and future infringements and dilutions of its Trademarks; and

(c) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Trustee, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Trustee 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.

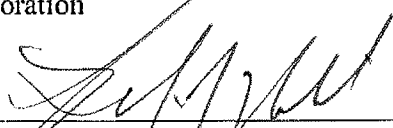
4. TERMINATION. Upon the Discharge of Priority Lien Obligations, Collateral Trustee shall promptly, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Agreement. Upon the sale or disposition of any Trademark Collateral, the Security Interest in such Trademark Collateral shall be automatically released and terminated to the extent such sale or disposition is permitted under the Priority Lien Documents and, at such time, Collateral Trustee will authorize the filing of appropriate termination statements to terminate such Security Interest.

5. 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. In proving this Agreement or any other Priority Lien Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

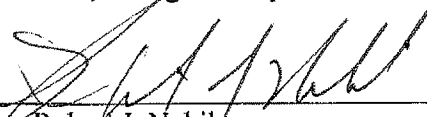
[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

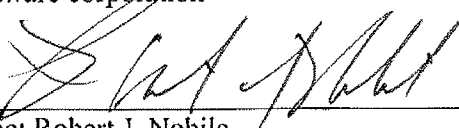
GIBRALTAR PACKAGING, INC., a Delaware corporation

By: 
Name: Robert J. Nobile
Title: Chief Financial Officer

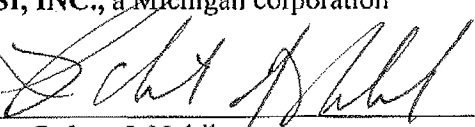
MANCHESTER INDUSTRIES, INC. OF VIRGINIA, a Virginia corporation

By: 
Name: Robert J. Nobile
Title: Chief Financial Officer

PAPERWORKS INDUSTRIES, INC., a Delaware corporation

By: 
Name: Robert J. Nobile
Title: Chief Financial Officer

QCSI, INC., a Michigan corporation

By: 
Name: Robert J. Nobile
Title: Chief Financial Officer

SPECIALIZED PACKAGING RADISSON,
LLC, a New York limited liability company

By: 

Name: Robert J. Nobile

Title: Chief Financial Officer

THE SPECIALIZED PACKAGING GROUP,
INC., a Delaware corporation

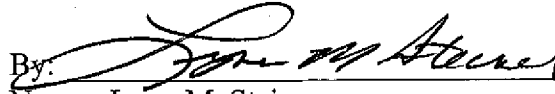
By: 

Name: Robert J. Nobile

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Collateral Trustee

By: 
Name: Lynn M. Steiner
Title: Vice President





[Signature Page to Trademark Security Agreement]

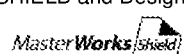
TRADEMARK
REEL: 005343 FRAME: 0790





SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Applic. No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner
G (Stylized) 	U.S.	74/472555	12/23/1993	1910465	8/8/1995	Registered	Gibraltar Packaging , Inc.
G (Stylized) 	U.S.	74/472556	12/23/1993	1865947	12/6/1994	Registered	Gibraltar Packaging , Inc.
G (Stylized) 	U.S.	74/472622	12/23/1993	1867353	12/13/1994	Registered	Gibraltar Packaging , Inc.
GIBALTAR	U.S.	74/472624	12/23/1993	1913824	8/22/1995	Registered	Gibraltar Packaging , Inc.
GIBALTAR	U.S.	74/472665	12/23/1993	1865948	12/6/1994	Registered	Gibraltar Packaging , Inc.
GIBALTAR	U.S.	74/472623	12/23/1993	1866098	12/6/1994	Registered	Gibraltar Packaging , Inc.
WHERE EVERY CUSTOMER MATTERS	U.S.	77/672818	2/18/2009	3676180	9/1/2009	Registered	Manchester Industries, Inc. of Virginia
Design 	U.S.	85/027645	4/30/2010	3903469	1/11/2011	Registered	PaperWorks Industries, Inc.
MASTERWORKS	U.S.	77/692498	3/17/2009	3791204	5/18/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS (Stylized) <i>MasterWorks</i>	U.S.	77/692504	3/17/2009	3791205	5/18/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS (Stylized) <i>MasterWorks</i>	U.S.	77/692507	3/17/2009	3791206	5/18/2010	Registered	PaperWorks Industries, Inc.

Mark	Jurisdiction	Applic. No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner
MASTERWORKS BEV and Design 	U.S.	77/692596	3/17/2009	3848550	9/14/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS BLISTER and Design 	U.S.	77/692593	3/17/2009	3842490	8/31/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS FREEZE and Design 	U.S.	77/692517	3/17/2009	3848547	9/14/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS LITE and Design 	U.S.	77/692585	3/17/2009	3848549	9/14/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS NEWS and Design 	U.S.	77/692519	3/17/2009	3848548	9/14/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS PLUS and Design 	U.S.	77/692509	3/17/2009	3791207	5/18/2010	Registered	PaperWorks Industries, Inc.
MASTERWORKS SHIELD and Design 	U.S.	85/078151	7/6/2010	—	—	Pending	PaperWorks Industries, Inc.
MASTERWORKS URB+ and Design 	U.S.	77/692513	3/17/2009	3848546	9/14/2010	Registered	PaperWorks Industries, Inc.
PAPERWORKS	U.S.	77/914073	1/18/2010	3921857	2/22/2011	Registered	PaperWorks Industries, Inc.
PAPERWORKS (Stylized) 	U.S.	85/027648	4/30/2010	3969118	5/31/2011	Registered	PaperWorks Industries, Inc.
PAPERWORKS (Stylized) 	U.S.	77/914076	1/18/2010	3921858	2/22/2011	Registered	PaperWorks Industries, Inc.

Mark	Jurisdiction	Applic. No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner
PAPERWORKS and Design 	U.S.	85/027641	4/30/2010	3983925	6/28/2011	Registered	PaperWorks Industries, Inc.
QUICK CHANGE	U.S.	75/812817	10/1/1999	2463416	6/26/2011	Registered	QCSI, Inc.
ACCUSCENT	Canada	1675866	5/6/2014	---	---	Pending	Paperworks Industries, Inc.
Design 	U.S.	75/846026	11/10/1999	2404042	11/14/2000	Registered	Specialized Packaging Radisson, LLC
SPI	U.S.	75/692471	4/27/1999	2401554	11/7/2000	Registered	Specialized Packaging Radisson, LLC
SPI and Design 	U.S.	75/846025	11/10/1999	2408475	11/28/2000	Registered	Specialized Packaging Radisson, LLC
ACCUBRITE	U.S.	85/006799	4/5/2010	3876741	11/16/2010	Registered	The Specialized Packaging Group, Inc.
ACCUFOLD	U.S.	85/152165	10/13/2010	3973965	6/7/2011	Registered	The Specialized Packaging Group, Inc.
ACCUSCENT	U.S.	78/551527	1/21/2005	3245417	5/22/2007	Cancelled	The Specialized Packaging Group, Inc.
HOLOBRITE	U.S.	77/712992	4/13/2009	3711681	11/17/2009	Registered	The Specialized Packaging Group, Inc.
SPG	U.S.	75/692470	4/27/1999	2340984	4/11/2000	Registered	The Specialized Packaging Group, Inc.
SPG and Design 	U.S.	75/846183	11/10/1999	2622760	9/24/2002	Cancelled	The Specialized Packaging Group, Inc.