

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vestcom International, Inc.		09/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent under the Second Lien Credit Agreement		
Street Address:	500 W Monroe Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2212352		
Registration Number:	2229989	VESTCOM	
Registration Number:	3641953	V VESTCOM	
Registration Number:	3832436	HEALTHY AISLES	
Registration Number:	3670426	SHELFCAST	
Registration Number:	3768669	VESTCOM	
Registration Number:	3917522	VESTCOM	
Registration Number:	3857492	VESTCOM	
Registration Number:	3944817	VESTCOM	
Registration Number:	3768667	VESTCOM	
Registration Number:	3772751	V VESTCOM	
Registration Number:	3917523	VESTCOM	
Registration Number:	3674428	HEALTHY AISLES	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
TRADEMARK			

CH \$340.00 2212352

Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-724

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 10/06/2014

Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE SECOND LIEN GUARANTY SECURITY AGREEMENT REFERRED TO BELOW). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2014, is made by Vestcom International, Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September [30], 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Second Lien Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Second Lien Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent for the benefit of the Secured Parties, and grants to the Second Lien Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

b) all renewals and extensions of the foregoing;

c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

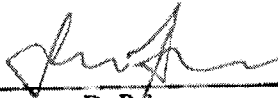
Section 6. Intercreditor Agreement. Second Lien Agent, Grantors and First Lien Agent have entered into the Intercreditor Agreement. To the extent any provision of this Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control. Without limiting the generality of the foregoing, until the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement), and notwithstanding anything herein to the contrary, (a) any assignment or transfer of Collateral hereunder to Second Lien Agent shall be to First Lien Agent and (b) notwithstanding anything herein to the contrary, all rights and remedies of the Second Lien Agent and the Second Lien Creditors (as defined in the Intercreditor Agreement) shall be subject to the terms of the Intercreditor Agreement.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

VESTCOM INTERNATIONAL, INC., a
Delaware corporation
as Grantor

By: 
Name: Shannon D. Palmer
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 005375 FRAME: 0520

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Current Owner	Mark Name	Country	Current Ap #	Current Ap Date	Current Reg #	Current Reg Date	Status
estcom International, Inc.	DESIGN	United States	75/282,159	04/28/1997	2,212,352	12/22/1998	Registered
estcom International, Inc.	VESTCOM	United States	75/282,157	04/28/1997	2,229,989	03/09/1999	Registered
estcom International, Inc.	VESTOM (and design)	United States	77/445,932	04/11/2008	3,641,953	06/23/2009	Registered
estcom International, Inc.	HEALTHY AISLES	United States	77/472,684	05/13/2008	3,832,436	08/10/2010	Registered
estcom International, Inc.	SHELLCAST	United States	77/456,710	04/24/2008	3,670,426	08/18/2009	Registered
estcom International, Inc.	VESTCOM (and design)	United States	77/610,767	11/10/2008	3,768,669	03/30/2010	Registered
estcom International, Inc.	VESTCOM (and design)	United States	77/610,755	11/10/2008	3,917,522	02/08/2011	Registered
estcom International, Inc.	VESTCOM (and design)	United States	77/610,817	11/10/2008	3,857,492	10/05/2010	Registered

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estcom International, Inc.	VESTCOM (and design)	United States	77/610,828	11/10/2008	3,944,817	04/12/2011	Registered
estcom International, Inc.	VESTCOM (and design)	United States	77/610,734	11/10/2008	3,768,667	03/30/2010	Registered
estcom International, Inc.	VESTCOM (and design)	United States	77/610,714	11/10/2008	3,772,751	04/06/2010	Registered
estcom International, Inc.	VESTCOM (and design)	United States	77/610,793	11/10/2008	3,917,523	02/08/2011	Registered
estcom International, Inc.	HEALTHY AISLES	United States	77/977,447	05/13/2008	3,674,428	08/25/2009	Registered