

01-07-2002

EET

Docket No.:

6193.0021

Tab settings



-Y

Attached original documents or copy thereof.

To the Honorable Commissioner of Pa

101935066

1. Name of conveying party(ies):

BJK Holdings, Inc.

12-28-01

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: **November 13, 2001**

2. Name and address of receiving party(ies):

Name: **National City Bank of Pennsylvania**

Internal Address:

Street Address: **20 Stanwix Street**

City: **Pittsburgh** State: **PA** ZIP: **15222-4802**

- Individual
- Association
- General
- Limited
- Corporation
- Other **Financial Institution**

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76-121,396

B. Trademark Registration No.(s)

1,270,745

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Christine L. Wettach**

Internal Address: **Cohen & Grigsby, P.C.**

Street Address: **11 Stanwix Street, 15th Floor**

City: **Pittsburgh** State: **PA** ZIP: **15222**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Charge deficiency or credit overpayment to 03-2026.

DO NOT USE THIS SPACE

01/07/2002 6TOM11 00000001 76121396

01 FC:481 40.00 OP
02 FC:482 25.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine L. Wettach

Name of Person Signing

Signature

December 28, 2001

Date

Total number of pages including cover sheet, attachments, and **7**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of November 13, 2001, by BJK HOLDINGS, INC., a Delaware corporation (the "**Grantor**"), in favor of NATIONAL CITY BANK OF PENNSYLVANIA, as Agent for the benefit of all Lenders under the Credit Agreement (the "**Agent**").

WITNESSETH

WHEREAS, Grantor has entered into that certain Credit Agreement (the Credit Agreement together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to as the "**Credit Agreement**"), dated as of November 13, 2001, by and among York Tape and Label, Inc., d/b/a York Label ("**York Label**"), the Grantor, and the Agent and the other Lenders party thereto, providing for the Lenders to make available to Grantor certain credit facilities on the terms and conditions set forth therein;

WHEREAS, Grantor has entered into a Security Agreement (the Security Agreement together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to as the "**Security Agreement**"), dated as of the date hereof, by and among York Label, the Grantor, and the Agent, pursuant to which certain obligations owed to the Lenders are secured;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Lenders, this Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Agent and the other Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Agent and the other Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(a) each Trademark, including, without limitation, each Trademark referred to in Exhibit A annexed hereto, together with all goodwill associated therewith;

(b) each Trademark application, including without limitation, each Trademark application referred to in Exhibit A annexed hereto, together with all goodwill associated therewith;

(c) each Trademark License, including, without limitation, each Trademark License referred to in Exhibit A annexed hereto, together with all goodwill associated therewith; and

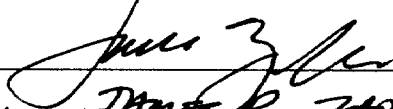
(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Exhibit A annexed hereto, any Trademark application including, without limitation, any Trademark application referred to in Exhibit A annexed hereto, and any Trademark licensed under any Trademark License referred to in Exhibit A annexed hereto (items (a) through (d) being herein collectively referred to as the "**Trademark Collateral**").

Nothing herein shall be construed as an assignment of any Trademark application of Grantor to Agent. This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein (including but not limited to Section 10 (Defeasance) of the Security Agreement). This Agreement and any amendment hereto may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. Capitalized terms used in this Agreement as defined terms which are not defined herein but which are defined in the Credit Agreement or Security Agreement shall have the meanings herein which are given to them in the Credit Agreement or Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BJK HOLDINGS, INC.

By: 
Name: JAMES R. HARLESS, JR.
Title: PRESIDENT

Acknowledged:

NATIONAL CITY BANK OF PENNSYLVANIA,
as Agent for and on behalf of itself and the other Lenders

By: _____

Name: _____

Title: _____

STATE OF Pennsylvania)
) SS:
COUNTY OF York)

On this 13th day of November, 2001, before me personally appeared James K. Zarfoss Jr., being duly sworn, did depose and say that he is the above-indicated officer of BJK Holdings, Inc., the corporation described in and which executed the foregoing instrument and acknowledged to me that he executed the same on behalf of the corporation.

Barbara E. Andrelczyk
Notary Public

NOTARIAL SEAL
BARBARA E. ANDRELZYK, Notary Public
Manheim Twp., Lancaster County
My Commission Expires March 18, 2004

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

BJK HOLDINGS, INC.

By: _____

Name: _____

Title: _____

Acknowledged:

NATIONAL CITY BANK OF PENNSYLVANIA,
as Agent for and on behalf of itself and the other Lenders

By: 

Name: Irvine M. Geiger III

Vice President

Title: National City Bank of Pennsylvania

EXHIBIT A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Mark Reg. No.</u>	<u>Date Registered</u>
"Y" Logo	1,270,745	03/20/84

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed</u>
"York Label"	76,121,396	09/05/00

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
License Agreement	York Label and Grantor	05/06/97

UNREGISTERED TRADEMARKS

"York Label"