TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pamco Printed Tape & Label Co., Inc.		09/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	North Shore Community Bank & Trust Company
Street Address:	7800 Lincoln Avenue
City:	Skokie
State/Country:	ILLINOIS
Postal Code:	60077
Entity Type:	state chartered bank: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1701704	PAMCO PRINTED TAPE & LABEL CO., INC.
Registration Number:	3284548	PC PAMCO

CH $65.00 1701704

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	42861.00.0001 - D.MANGAN
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/

Date:	09/29/2010

Total Attachments: 13
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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of September 29, 2010 made by PAMCO PRINTED TAPE & LABEL CO., INC., a Delaware corporation (the "Borrower"), and NORTH SHORE COMMUNITY BANK & TRUST COMPANY, an Illinois state chartered bank ("Bank").

WITNESSETH:

WHEREAS, the Borrower, Fox Tag & Label LLC, an Illinois limited liability company, Your Labels Now LLC, an Illinois limited liability company, and Bank have entered into that certain Loan and Security Agreement of even date herewith (as amended or modified from time to time, the "Loan Agreement") pursuant to which, among other things, the Borrower has granted to Bank a security interest in substantially all of its assets to secure the Borrower's and its subsidiaries' prompt and complete payment, performance and/or observance of all of the Borrower's and its subsidiaries' obligations and liabilities under or in connection with the Loan Agreement, and the Borrower's and its subsidiaries' obligations and liabilities under all other Loan Documents (collectively, the "Obligations"); and

WHEREAS, Bank has required, as a further condition to entering into the Loan Agreement and to secure the Obligations that Borrower execute this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

(ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to Bank a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law and provided that such power shall be subject to the

limitations set forth herein) in all of such Borrower's interest in now owned or existing and hereafter acquired or arising (collectively, the "Collateral"):

(i) trademarks, registered trademarks and trademark registrations, trade names, service marks, registered service marks and service mark registrations, including, without limitation, the registered trademarks and registered service marks listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable 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, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks and registered service marks together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of such Borrower's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark registrations, trade names, service marks, registered service marks and service mark registrations, whether such Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Bank's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of the Bank, Borrower will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Bank in Borrower's rights under such license agreement.

3. Restrictions on Future Agreements. The Borrower will not, without Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its commercially reasonable best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Bank under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Borrower's business.

4. New Trademarks and Licenses. The Borrower represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by such Borrower. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of

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Section 2 shall automatically apply thereto and Borrower shall notify Bank in writing (with reasonable detail) upon request of Bank of such changes. Provided that Borrower shall, within twenty (20) days of approval, notify Bank and provide Bank with copies of all relevant documents relating to the approval of an application for a domestic Trademark by the United States Patent and Trademark Office. The Borrower hereby authorizes Bank to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, the Borrower hereby agrees that Bank's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Bank actually amends Schedule A and Schedule B.

5. Royalties. Borrower hereby agrees that the use by Bank of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with such Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Borrower.

6. Nature and Continuation of Bank's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated. At such time, the rights granted to Bank hereunder shall also terminate, and Bank agrees to execute a release and termination as necessary to effectuate the release of the security interest granted to it.

7. Right to Inspect; Further Assignments and Security Interests. Bank shall have the right, consistent with the Loan Agreement, to inspect the premises and to examine the books, records, and operations of Borrower relating to the Trademarks and the Licenses, including, without limitation, Borrower's quality control processes. From and after the occurrence of, and during the continuance of, an Event of Default, and subject to the terms of the Loan Agreement, the Borrower agrees that Bank or a conservator appointed by Bank, shall have the right to establish such reasonable additional product quality controls as Bank or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks or the Licenses. The Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Bank, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Bank.

8. Duties of Borrower. The Borrower shall have the duty: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make applications for trademarks and service marks as Borrower deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Borrower's rights in

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the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks as Borrower deems appropriate in its reasonable business judgment. Any expenses incurred in connection with the foregoing shall be borne by Borrower. The Borrower shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be, in such Borrower's commercially reasonable business judgment, necessary or economically desirable in the operation of such Borrower's business. Bank shall not have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Bank shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Bank's option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

9. Bank's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Bank shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse and indemnify Bank for all costs and reasonable expenses incurred by Bank in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Bank is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Borrower and Bank, and no failure to exercise or delay in exercising on the part of Bank any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver of any of Bank's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under any of the other Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Bank's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Bank may exercise any of the rights and remedies provided in this Agreement and any of the other Loan Documents. Without limiting the foregoing, Borrower acknowledges and agrees that from and after the occurrence and during the continuance of an Event of Default, Bank or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of Borrower's business.

12. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted under this Agreement to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended except in connection with the ongoing business to which such trademark or service mark pertains.

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13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Borrower hereby irrevocably appoints Bank as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Only upon the occurrence and during the continuance of an Event of Default, the Borrower hereby authorizes Bank to, in its sole discretion, (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Bank deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Bank shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 15 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks. The Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6 hereof. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

16. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however that no Borrower shall voluntarily assign its obligations hereunder without the prior written consent of Bank.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, subject, however, to the applicability of the UCC of any jurisdiction in which any Collateral may be located or deemed located at any given time.

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18. Forum Selection. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE BANK'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE LOCATED OR DEEMED LOCATED. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. BORROWER FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS OF THE BORROWER SPECIFIED IN, OR PURSUANT TO, THE LOAN AGREEMENT OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

19. Jury Trial. BORROWER AND BANK HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

20. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

TRADEMARK

23. Right of Recordal of Security Interest. Bank shall have the right, but not the obligation, at the expense of Borrower, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Bank. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, Borrower shall have the right to effect recordal of such satisfaction or termination at the expense of Borrower in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Borrower. Bank and Borrower shall cooperate to effect all such recordals hereunder.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK

Trademark and License Security Agreement Signature Page

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

BORROWER:

PAMCO PRINTED TAPE & LABEL CO., INC.

By:_____
Name: Michael Blechman
Title: President

CHICAGO/#2092454

Trademark and License Security Agreement Acknowledgement

STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 28th day of Sept, 2010, by Michael Blechman, personally known to me to be the President of Pamco Printed Tape & Label Co., Inc., a Delaware corporation, on behalf of such entity.

(SEAL)

Notary Public Maureen Byrne
My commission expires 04/27/13

OFFICIAL SEAL
MAUREEN BYRNE
Notary Public - State of Illinois
My Commission Expires Apr 27, 2013

CHICAGO/#2092454

Trademark and License Security Agreement Signature Page

ACCEPTED AND AGREED BY:

NORTH SHORE COMMUNITY BANK &
TRUST COMPANY

By: _____
Name: Tim Kramer
Title: VP

CHICAGO/#2092454

Trademark and License Security Agreement Acknowledgement

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 21st day of Sept., 2010, by Tim Kraner personally known to me to be the Vice President of North Shore Community Bank & Trust Company, an Illinois state chartered bank , on behalf of such entity.

(SEAL)

"OFFICIAL SEAL"
KIM M. EVANS
Notary Public, State of Illinois
My Commission Expires 05/11/14

Notary Public Kim M. Evans
My commission expires 5-11-14

CHICAGO/#2092454.2

TRADEMARK

SCHEDULE A
to Trademark and License Security Agreement

TRADEMARKS

Trade Names	Registration Number	Serial Number	Registration Date
PAMCO	1,701,704	741058,024	July 21, 1992
PC PAMCO	3284548	77034087	August 28, 2007
PAMCOLABEL.COM	n/a	n/a	n/a

Unregistered/Common Law U.S. Trademarks and Trade Names

PAMCO Label co., inc. for "blank or partially printed non-textile labels."

SCHEDULE B
to Trademark and License Security Agreement

LICENSES

None

TRADEMARK