

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LBC Credit Partners, L.P.		10/31/2012	LIMITED PARTNERSHIP: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Galactic Holdings, LLC
<b>Street Address:</b>	c/o the Gores Group, LLC
<b>Internal Address:</b>	10877 Wilshire Boulevard, 18th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90024
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3478326	BIODEGRADABLE WINDOW FILM
Registration Number:	0722594	COMBINE-VELOPE
Registration Number:	3493146	COMPOSTABLE
Registration Number:	3331555	
Registration Number:	1276514	
Registration Number:	1274284	
Registration Number:	1677601	EARTH WOVE
Registration Number:	3570422	EASY WRAP
Registration Number:	3585623	ENVELOPES 101
Registration Number:	3675078	ENVELOPES 101 BUILDING SUCCESS THROUGH PRODUCT KNOWLEDGE SUCCESS THE MARKET PRINTING COMMUNICATION MANUFACTURING VENDORS QUOTING WINDOWS ENVELOPE CONSTRUCTION SELLING HINTS & IDEAS CONVERSION CUTTING & FOLDING GUMMING ENVELOPE STYLE

**TRADEMARK**

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Registration Number:	3585635	ENVELOPES 101 HELPING YOU BUILD YOUR SALES
Registration Number:	2698326	FLAKJACKET
Registration Number:	3573225	FULL CIRCLE
Registration Number:	2615255	KENTKRAFT
Registration Number:	1042271	KENTWOVE
Registration Number:	3418238	NATIONAL ENVELOPE
Registration Number:	3308550	NATIONAL ENVELOPE
Registration Number:	3470443	NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP
Registration Number:	1764467	NOBILITY
Registration Number:	1247058	NY
Registration Number:	2640959	OLD COLONY
Registration Number:	2758428	PEEL & SEEL
Registration Number:	1356577	PERFECT VISION
Registration Number:	1628271	PRESERVATION WOVE
Registration Number:	3474140	PRINTED WITH SOY INK
Registration Number:	2708542	PRINTMASTER
Registration Number:	2848663	PRINTS COLLECTION
Registration Number:	0849415	RAWHIDE
Registration Number:	2236851	SIMPLE SEAL
Registration Number:	3497351	SMART CARD GUARD
Registration Number:	1196195	TAC-N-TAC
Registration Number:	2398664	TX3
Registration Number:	2680484	WILLIAMHOUSE
Registration Number:	3581685	WILLIAMHOUSE BY NATIONAL ENVELOPE
Registration Number:	0427247	ORDER-VELOPE
Registration Number:	0924722	PEEL & SEEL
Registration Number:	1827460	AECO
Registration Number:	1015270	AECO
Registration Number:	1173158	ATENCO
Registration Number:	1853637	ATLANTIC ENVELOPE COMPANY
Registration Number:	1156345	E-Z TRIEVE
Registration Number:	3033425	FLEXOBLE
Registration Number:	2842711	JUST ADD COLOR
Serial Number:	77489775	EASY WRAP
Serial Number:	77498987	MADE WITH 100% WIND P WER

**TRADEMARK**

**REEL: 004935 FRAME: 0672**

Fax Number: 6508023100

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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Email: kwang-chien.ger@weil.com, brian.lee@weil.com

Correspondent Name: Kwang-chien Ger

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ATTORNEY DOCKET NUMBER:	65145.0008 - KC GER
NAME OF SUBMITTER:	Kwang-chien Ger
Signature:	/Kwang-chein Ger/
Date:	01/04/2013

**Total Attachments: 7**

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**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS  
UNDER THE TRADEMARK SECURITY AGREEMENT**

ASSIGNMENT executed on December 27, 2012, but effective as of October 31, 2012, from **LBC CREDIT PARTNERS, L.P.**, as Agent for the Lenders (in such capacity as Agent, the "Existing Agent"), to **GALACTIC HOLDINGS, LLC**, in its capacity as the successor agent for the Lenders ("Successor Agent"). All terms capitalized but not otherwise defined herein shall have the same meanings as in the Credit Agreement (as such term is defined in the TM Security Agreement).

**WITNESSETH:**

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of September 7, 2010 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof the "TM Security Agreement"), by and among NEV Holdings, LLC, a Delaware limited liability company and NE Opco, Inc., a Delaware corporation (collectively, the "Grantors") and General Electric Capital Corporation, a Delaware corporation ("Original Agent"), the Grantors granted a security interest to the Original Agent in certain Trademark Collateral including the Trademarks set forth on Schedule 1 thereto; and

WHEREAS, the TM Security Agreement was recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on September 16, 2010 at Reel 4279, Frame 0234; and

WHEREAS, the Original Agent has assigned all of its rights, powers and privileges as Agent under the Credit Agreement and Security Agreement (as such terms are defined in the TM Security Agreement) and under the TM Security Agreement to the Existing Agent; and

WHEREAS, the assignment by the Original Agent of all of its rights, powers and privileges as Agent under the Credit Agreement and Security Agreement (as such terms are defined in the TM Security Agreement) and under the TM Security Agreement to the Existing Agent was recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on April 13, 2011 at Reel 4521, Frame 0084; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Agent under the Credit Agreement, Security Agreement (as such terms are defined in the TM Security Agreement) and the TM Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademarks" shall have the meaning ascribed to it in the Security Agreement, and includes, without limitation, those items listed on Schedule 1 hereto.

2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the TM Security Agreement, including those respecting the Trademarks and any Trademark applications and registrations, to the Successor Agent.

3. Further Assurances. Subject to the terms of that certain Resignation of Agent and Successor Agent Agreement and Second Amendment to Second Lien Credit Agreement, dated as of October 31, 2012, the Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

LBC CREDIT PARTNERS, L.P.

By: \_\_\_\_\_

Name:

Title:

**David E. Fraimow**

**Vice President**

SUCCESSOR AGENT:

GALACTIC HOLDINGS, LLC

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

LBC CREDIT PARTNERS, L.P.


By: \_\_\_\_\_

Name:

Title:

SUCCESSOR AGENT:

GALACTIC HOLDINGS, LLC

By:  \_\_\_\_\_

Name: **Steven G. Eisner**

Title: **Vice President**

[Signature Page to Assignment of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 004935 FRAME: 0677**

**SCHEDULE 1**

<b>Trademark</b>	<b>Owner</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
BIODEGRADABLE WINDOW FILM & Design	NE Opco, Inc.	78/974,533	14-SEP-2006	3,478,326	29-JUL-2008
COMBINE-VELOPE	NE Opco, Inc.	72/113,767	15-FEB-1961	0,722,594	10-OCT-1961
COMPOSTABLE & Design	NE Opco, Inc.	77/016,044	06-OCT-2006	3,493,146	26-AUG-2008
Design (Eagle in Flight)	NE Opco, Inc.	78/726,827	05-OCT-2005	3,331,555	06-NOV-2007
Design [NEC Logo]	NE Opco, Inc.	73/381,217	23-AUG-1982	1,276,514	01-MAY-1984
Design [NEC Logo]	NE Opco, Inc.	73/381,442	23-AUG-1982	1,274,284	17-APR-1984
EARTH WOVE & Design	NE Opco, Inc.	74/147,708	14-MAR-1991	1,677,601	03-MAR-1992
EASY WRAP	NE Opco, Inc.	77/149,955	05-APR-2007	3,570,422	03-FEB-2009
EASY WRAP & Design	NE Opco, Inc.	77/489,775	03-JUN-2008	Pending	
ENVELOPES 101	NE Opco, Inc.	77/385,527	31-JAN-2008	3,585,623	10-MAR-2009
ENVELOPES 101 BUILDING SUCCESS THROUGH PRODUCT KNOWLEDGE SUCCESS THE MARKET PRINTING COMMUNICATION MANUFACTURING VENDORS QUOTING WINDOWS ENVELOPE CONSTRUCTION SELLING HINTS & IDEAS CONVERSION CUTTING & FOLDING GUMMING ENVELOPE STYLE & Design	NE Opco, Inc.	77/387,009	01-FEB-2008	3,675,078	01-SEP-2009
ENVELOPES 101 HELPING YOU BUILD YOUR SALES & Design	NE Opco, Inc.	77/386,949	01-FEB-2008	3,585,635	10-MAR-2009
FLAKJACKET	NE Opco, Inc.	76/108,484	11-AUG-2000	2,698,326	18-MAR-2003
FULL CIRCLE	NE Opco, Inc.	77/150,102	05-APR-2007	3,573,225	10-FEB-2009



Trademark	Owner	Serial No.	Filing Date	Registration No.	Registration Date
KENTKRAFT	NE Opco, Inc.	76/343,009	29-NOV-2001	2,615,255	03-SEP-2002
KENTWOVE	NE Opco, Inc.	73/059,412	01-AUG-1975	1,042,271	29-JUN-1976
MADE WITH 100% WIND P WER & Design	NE Opco, Inc.	77/498,987	13-JUN-2008	Pending	
NATIONAL ENVELOPE	NE Opco, Inc.	78/623,149	04-MAY-2005	3,418,238	29-APR-2008
NATIONAL ENVELOPE & Design	NE Opco, Inc.	78/617,171	26-APR-2005	3,308,550	09-OCT-2007
NATIONAL ENVELOPE GSG GLOBAL SERVICES GROUP & Design	NE Opco, Inc.	77/189,753	24-MAY-2007	3,470,443	22-JUL-2008
NOBILITY	NE Opco, Inc.	74/301,325	05-AUG-1992	1,764,467	13-APR-1993
NY & Design	NE Opco, Inc.	73/381,231	23-AUG-1982	1,247,058	02-AUG-1983
OLD COLONY	NE Opco, Inc.	76/285,214	13-JUL-2001	2,640,959	22-OCT-2002
PEEL & SEEL & Design	NE Opco, Inc.	76/428,806	01-JUL-2002	2,758,428	02-SEP-2003
PERFECT VISION	NE Opco, Inc.	73/520,344	01-FEB-1985	1,356,577	27-AUG-1985
PRESERVATION WOVE	NE Opco, Inc.	74/015,399	02-JAN-1990	1,628,271	18-DEC-1990
PRINTED WITH SOY INK & Design	NE Opco, Inc.	78/974,569	14-SEP-2006	3,474,140	22-JUL-2008
PRINTMASTER	NE Opco, Inc.	76/265,861	01-JUN-2001	2,708,542	22-APR-2003
PRINTS COLLECTION	NE Opco, Inc.	76/440,185	14-AUG-2002	2,848,663	01-JUN-2004
RAWHIDE	NE Opco, Inc.	72/274,539	22-JUN-1967	0,849,415	21-MAY-1968
SIMPLE SEAL	NE Opco, Inc.	75/491,520	26-MAY-1998	2,236,851	06-APR-1999
SMART CARD GUARD	NE Opco, Inc.	77/108,648	15-FEB-2007	3,497,351	02-SEP-2008
TAC-N-TAC & Design	NE Opco, Inc.	73/215,538	14-MAY-1979	1,196,195	25-MAY-1982
TX3	NE Opco, Inc.	75/661,956	17-MAR-1999	2,398,664	24-OCT-2000
WILLIAMHOUSE	NE Opco, Inc.	76/366,402	01-FEB-2002	2,680,484	28-JAN-2003
WILLIAMHOUSE BY NATIONAL ENVELOPE	NE Opco, Inc.	78/628,456	2-MAY-2005	3,581,685	24-FEB-2009
ORDER-VELOPE	NE Opco, Inc.	71/488,709	19-SEP-1945	0,427,247	04-FEB-1947
PEEL & SEEL	NE Opco, Inc.	72/367,780	12-AUG-1970	0,924,722	30-NOV-1971
AECO	NE Opco, Inc.	74/410,225	06-JUL-1993	1,827,460	22-MAR-1994

Trademark	Owner	Serial No.	Filing Date	Registration No.	Registration Date
AECO & Design	NE Opco, Inc.	73/007,911	03-DEC-1973	1,015,270	08-JUL-1975
ATENCO & Design	NE Opco, Inc.	73/209,459	29-MAR-1979	1,173,158	13-OCT-1981
ATLANTIC ENVELOPE COMPANY	NE Opco, Inc.	74/426,310	17-AUG-1993	1,853,637	13-SEP-1994
E-Z TRIEVE	NE Opco, Inc.	73/217,734	30-MAY-1979	1,156,345	02-JUN-1981
FLEXOBLE	NE Opco, Inc.	76/528,185	07-JUL-2003	3,033,425	27-DEC-2005
JUST ADD COLOR	NE Opco, Inc.	76/521,900	03-JUN-2003	2,842,711	18-MAY-2004