

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
Selig Sealing Products, Inc.		10/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as US Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86001764	EDGEPEEL
Serial Number:	86001725	EDGEPEEL
Serial Number:	86001746	EDGETAB
Serial Number:	86078035	LIFT 'N' PEEL
Serial Number:	86078062	

CORRESPONDENCE DATA

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-993-2622
 Email: gayle.grocke@lw.com
 Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
 Address Line 1: 233 S. Wacker Drive
 Address Line 2: Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

CH \$140.00 86001764

ATTORNEY DOCKET NUMBER:	025646-0629
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	11/04/2013
Total Attachments: 6 source=Trademark Security Agreement (EXECUTED)#page1.tif source=Trademark Security Agreement (EXECUTED)#page2.tif source=Trademark Security Agreement (EXECUTED)#page3.tif source=Trademark Security Agreement (EXECUTED)#page4.tif source=Trademark Security Agreement (EXECUTED)#page5.tif source=Trademark Security Agreement (EXECUTED)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2013, is made by Selig Sealing Products, Inc. (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as US Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of July 11, 2012 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Selig Sealing Products, Inc. ("US Borrower"), Selig UK Limited ("UK Borrower"), Selig Canada ULC (together with US Borrower and UK Borrower, the "Borrowers"), the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and GE Capital, as a US Lender, as an L/C Issuer, as US Agent, as UK Agent and as Canadian Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to one or more guaranty and/or security agreements dated as of July 11, 2012 in favor of the Agent (as such agreements may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreements"), to guarantee and secure the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is party to one or more of the Guaranty and Security Agreements, pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, US Agent, UK Agent and Canadian Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the applicable Guaranty and Security Agreement or, if not defined therein, the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the 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 Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

(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 Agreements. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreements and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreements to which Grantor is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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. 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.

Section 7. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of Grantor's Obligations and any Lien arising therefrom shall be automatically released upon the termination of the Guaranty and Security Agreements to which Grantor is a party or release of Grantor's obligations thereunder. The Agent shall, in connection with any termination or release herein or under the Guaranty and Security Agreements to which Grantor is a party, execute and deliver to Grantor as Grantor may request, at Grantor's cost and expense, an instrument in writing releasing the security interest in the

Trademark Collateral acquired under this Trademark Security Agreement and the Agent shall, at Grantor's cost and expense, reasonably cooperate with any efforts made by Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral of Grantor.

* * *

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

SELIG SEALING PRODUCTS, INC.

By: 

Name: Stephen P. Cassidy

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005145 FRAME: 0664

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: 

Name: *David Indelicato*

Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005145 FRAME: 0665

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

None.

2. TRADEMARKS APPLICATIONS

Owner	Trademark	Country	Filing Date	Application Number
Selig Sealing Products, Inc	EdgePeel	U.S.	3-Jul-2013	86001764
Selig Sealing Products, Inc	EdgePull	U.S.	3-Jul-2013	86001725
Selig Sealing Products, Inc	EdgeTab	U.S.	3-Jul-2013	86001746
Selig Sealing Products, Inc	Repeating LIFT 'N' PEEL	U.S.	30-Sep-2013	86078035
Selig Sealing Products, Inc	Pull Tab Design	U.S.	30-Sep-2013	86078062