

**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
Multi-Color Corporation		02/29/2008	CORPORATION: OHIO
MCC-Dec Tech, LLC		02/29/2008	LIMITED LIABILITY COMPANY: OHIO

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	One Independence Center
Internal Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2423738	AQUASTAR
Registration Number:	2020306	CLEAR ADVANTAGE
Registration Number:	2827655	MEGABOND
Registration Number:	2626541	STARBRITE
Registration Number:	2667249	STARSEAL
Registration Number:	2262985	THERIMAGE
Registration Number:	2895503	VERTEX
Registration Number:	2895477	VERTEX IML
Serial Number:	77060196	FLAMELESS
Serial Number:	77060204	INK-ONLY
Serial Number:	77111151	MULTICOLOR
Serial Number:	77043531	MC MULTI-COLOR CORPORATION

CH \$315.00 2423738

**TRADEMARK**

CORRESPONDENCE DATA

Fax Number: (415)393-9887  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 216.479.8500  
Email: trademark@ssd.com  
Correspondent Name: Patrick J. Burke  
Address Line 1: Squire, Sanders & Dempsey L.L.P.  
Address Line 2: 4900 Key Tower, 127 Public Square  
Address Line 4: Cleveland, OHIO 44114-1304

ATTORNEY DOCKET NUMBER:	034735.00023
NAME OF SUBMITTER:	Patrick J. Burke
Signature:	/Patrick J. Burke/
Date:	03/03/2008

Total Attachments: 8  
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 29, 2008, by MULTI-COLOR CORPORATION, an Ohio corporation (the "Company"), and each other Person signatory hereto as a Grantor (together with the Company, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent for itself, the Australian Administrative Agent and the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Company has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions, Westpac Banking Corporation, as Australian administrative agent (the "Australian Administrative Agent") and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company.

B. The Grantors have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to it, the Lenders and the Australian Administrative Agent are secured.

C. Pursuant to Section 5.7(f) of the Guaranty and Collateral Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of itself, the Lenders and the Australian Administrative Agent, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantors have granted to the Administrative Agent, for the benefit of itself, the Lenders and the Australian Administrative Agent, a security interest in substantially all the personal assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement or the Guaranty and Collateral Agreement, as the case may be.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Administrative Agent, for the benefit of itself, the Lenders and the Australian Administrative Agent, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto,

together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MULTI-COLOR CORPORATION

By: Mary J. Gutch  
Title: Treasurer

MCC-Dec Tech, LLC

By: Mary J. Gutch  
Title: Treasurer

Acknowledged:

BANK OF AMERICA, N.A.,  
as Administrative Agent

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

*Signature Page to Patent & Trademark  
Security Agreement*

**TRADEMARK  
REEL: 003730 FRAME: 0279**

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MULTI-COLOR CORPORATION

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

MCC-Dec Tech. LLC

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

Acknowledged:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: Carol G. Alm  
Title: \_\_\_\_\_

**Carol G. Alm**  
**Assistant Vice President**

*Signature Page to Patent & Trademark  
Security Agreement*

STATE OF OHIO )  
 ) ss  
COUNTY OF HAMILTON )

On this 1<sup>st</sup> day of February, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that she is the above-indicated officer of Multi-Color Corporation, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing body of said entity.



Judith L. Powell  
Notary Public, State of Ohio  
My Commission Expires 09-21-2012

Judith L. Powell  
Notary Public  
Judith L. POWELL

STATE OF OHIO )  
 ) ss  
COUNTY OF HAMILTON )

On this 1<sup>st</sup> day of February, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that she is the above-indicated officer of MCC-Dec Tech, LLC, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing body of said entity.



Judith L. Powell  
Notary Public, State of Ohio  
My Commission Expires 09-21-2012

Judith L. Powell  
Notary Public  
Judith L. POWELL

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Title	Country	Serial No. or Reg. No.	Filing/Reg. Date	Current Applicant	Owner	Status
AQUASTAR	U.S.	Reg. No. 2,423,738	1/23/01	Multi-Color Corporation	Multi-Color Corporation	Active.
CLEAR ADVANTAGE	U.S.	Ser. No. 74/680,219 Reg. No. 2020306	12/3/96	MCC-Dec Tech, LLC	MCC-Dec Tech, LLC	Active.
FLAMELESS	U.S.	Ser. No. 77060196	2/8/06	Multi-Color Corporation	Multi-Color Corporation	Pending.
INK-ONLY	U.S.	Ser. No. 77060204	12/8/06	Multi-Color Corporation	Multi-Color Corporation	Pending.
MEGABOND	U.S.	Reg. No. 2827655	3/30/04	Multi-Color Corporation	Multi-Color Corporation	Active.
MULTICOLOR (Stylized and/or with Design)	U.S.	Ser. No. 77/111,151	2/20/07	Multi-Color Corporation	Multi-Color Corporation	Pending.
MULTI-COLOR (Stylized and/or with Design)	U.S.	Ser. No. 77/043,531	11/14/06	Multi-Color Corporation	Multi-Color Corporation	Pending.
STARBRITE	U.S.	Reg. No. 2,626,541	9/24/02	Multi-Color Corporation	Multi-Color Corporation	Active.
STARSEAL	U.S.	Reg. No. 2,667,249	12/24/02	Multi-Color Corporation	Multi-Color Corporation	Active.
THERIMAGE	U.S.	Ser. No. 75/493,973 Reg. No. 2262985	7/20/99	MCC-Dec Tech, LLC	MCC-Dec Tech, LLC	Active.
VERTEX	U.S.	Reg. No. 2,895,503	10/19/04	Multi-Color Corporation	Multi-Color Corporation	Active.
VERTEX IML	U.S.	Reg. No. 2,895,477	10/19/04	Multi-Color Corporation	Multi-Color Corporation	Active.



SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Title	Serial No./ Patent No.	Filing Date	Issue Date	Owner	Status
Heat-Transfer Label	5,766,731	3/29/96	6/16/98	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label	5,972,481	10/30/97	10/26/99	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label	5,908,694	12/11/96	6/1/99	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label	6,344,269	8/27/97	2/5/02	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label	5,932,319	6/30/97	8/3/99	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label	5,824,176	7/1/96	10/20/98	MCC-Dec Tech, LLC	Issued.
Decoration of Articles	5,565,055	5/8/95	10/15/96	MCC-Dec Tech, LLC	Issued.
Apparatus for Decorating Articles via Heat Transfer Labelling	5,709,770	5/17/95	1/20/98	MCC-Dec Tech, LLC	Issued.
Multi-Transfer-Roll Heat-Transfer Decorator	5,735,996	3/28/96	4/7/98	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label Including Phenoxy Protective Lacquer Layer	5,800,656	7/1/96	9/1/98	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label Including Phenoxy Protective Lacquer Layer	6,068,886	5/6/98	5/30/00	MCC-Dec Tech, LLC	Issued.
Method for Screen Printing Glass Articles	5,891,520	6/30/97	4/6/99	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label Including Cross Linked Phenoxy Lacquer Layer	09/093,150 6,033,763	6/8/98	3/7/00	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label Including a Polyester Ink	6,042,676	7/1/96	3/28/00	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label Including Improved Acrylic Adhesive Layer	6,042,931	6/8/98	3/28/00	MCC-Dec Tech, LLC	Issued.
Heat Transfer Label Including a Phenoxy Adhesive Layer	6,083,620	11/10/98	7/4/00	MCC-Dec Tech, LLC	Issued.
Heat Transfer Label and Method of Decorating Polyethylene-Coated Glass Using Same	6,096,408	6/8/98	8/1/00	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label Including a Frosted Ink Design	6,099,944	12/3/98	8/8/00	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label Including Non-Wax Release Layer	6,376,069	6/25/99	4/23/02	MCC-Dec Tech, LLC	Issued.
Heat Transfer Label Including Non-Wax Release Layer	6,423,406	6/25/99	7/23/02	MCC-Dec Tech, LLC	Issued.
Heat-Transfer Label Assembly	6,537,651	1/19/01	3/25/03	MCC-Dec Tech, LLC	Issued.
Heat Transferable Laminate	4,555,436	5/3/84	11/26/85	MCC-Dec Tech, LLC	Issued.
Heat Transferable Laminate	4,704,310	8/25/86	11/3/87	MCC-Dec Tech, LLC	Issued.
Heat Transfer Barrier	4,726,979	4/14/80	2/23/88	MCC-Dec Tech, LLC	Issued.
Heat Transferable Laminate	07/181,090 4,935,300	4/13/88	6/19/90	MCC-Dec Tech, LLC	Issued.
Heat Transferable Laminate	07/245,760 4,927,709	9/16/88	5/22/90	MCC-Dec Tech, LLC	Issued.
System Including Apparatus and Associated Method for Object Decoration	10/898,864	7/26/04	Not yet issued.	Multi-Color Corporation	Pending.
System Including Apparatus and Associated Method for Object Decoration	PCT/US2005/ 024790	7/13/05	Not yet issued.	Multi-Color Corporation	Pending.
In-Mold Label Having Removable Coupon Portion	07/682,421 5,172,936	4/8/91	12/22/92	Multi-Color Corporation	Issued.
Substrates for Heat Transfer Labels	09/168,471 6,254,970	10/8/98	7/3/01	MCC-Dec Tech, LLC	Issued.
Coating Process for Etched-Look Label	6,805,908	4/15/02	10/19/04	Multi-Color Corporation	Issued.

Title	Serial No./ Patent No.	Filing Date	Issue Date	Owner	Status
Coating for Etched-Look Label	10/929,591 7,101,609	8/30/04	9/5/06	Multi-Color Corporation	Issued.
Coating for Etched-Look Label	11/470,006	9/5/06	Not yet issued.	Multi-Color Corporation	Pending.
Coating for Etched-Look Label	Not yet filed.	N/A	N/A	Multi-Color Corporation	Not yet filed.
In-Mold Label	6,551,685	5/19/00	4/22/03	Multi-Color Corporation	Issued.
Laminate with a Heat-Activatable Expandable Layer	11/260,528	10/27/05	Not yet issued.	Multi-Color Corporation	Pending.
Apparatus for Applying Heat-Transfer Labels onto Objects	09/634,204 6,796,352	8/9/00	9/28/04	MCC-Dec Tech, LLC	Issued.
Thermal Insulating Label	Not yet filed.	N/A	N/A	Multi-Color Corporation	Not yet filed.
Heat-Transfer Label Including Non-Wax Release Coating	10/031,144 6,893,717	6/28/00	5/17/05	MCC-Dec Tech, LLC	Issued.
Shrink Sleeve for an Article Closure	11/253,044	10/18/05	Not yet issued.	Multi-Color Corporation	Pending.
Shrink Sleeve for an Article Closure	11/358,546	2/21/06	Not yet issued.	Multi-Color Corporation	Pending.
Shrink Sleeve for an Article Closure	PCT/US2006/ 040514	10/17/06	Not yet issued.	Multi-Color Corporation	Pending.
Heat Transfer Label	11/380,762	4/28/06	Not yet issued.	Multi-Color Corporation	Pending.
Heat Transfer Label	Not yet filed.		Not yet filed.	Multi-Color Corporation	Not yet filed.
Labels with Removable Section for In-Mold Production of In-Mold Labeled Molded Containers	09/888,121 6,991,261	6/22/01	1/31/06	Multi-Color Corporation	Issued.
Peelable Label	09/477,327 6,709,726	1/4/00	3/23/04	Multi-Color Corporation	Issued.
Peelable Label	10/278,149 6,921,453	10/22/02	7/26/05	Multi-Color Corporation	Issued.
Process for the Production of In-Line Gravure-Printed In-Mold Labeled Blow Molded Containers	08/909,663 5,711,839	8/12/97	1/27/98	Multi-Color Corporation	Issued.
Process for the Production of Printed In-Mold Labeled Molded Containers	5,925,208	11/28/97	7/20/99	Multi-Color Corporation	Issued.
Resealable Container and Closure Seal	09/372,736 6,461,708	8/11/99	10/8/02	Multi-Color Corporation	Issued.
Directional Tearing Polymeric Labels for Clean Removability	11/024,230	12/28/04	Not yet issued.	Multi-Color Corporation	Pending.
Process for Printing Wax Release Label	11/764,504	6/18/07	Not yet issued.	Multi-Color Corporation	Pending.