

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                          |
| <b>NATURE OF CONVEYANCE:</b> | First Lien Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name                                  | Formerly | Execution Date | Entity Type                |
|---------------------------------------|----------|----------------|----------------------------|
| John Hentry Holdings, Inc.            |          | 12/06/2012     | CORPORATION:               |
| Multi Packaging Solutions, Inc.       |          | 12/06/2012     | CORPORATION:               |
| Great Western Industries, Inc.        |          | 12/06/2012     | CORPORATION:               |
| Inovative Folding Carton Company, LLC |          | 12/06/2012     | LIMITED LIABILITY COMPANY: |
| MPS/IH, LLC                           |          | 12/06/2012     | LIMITED LIABILITY COMPANY: |
| The John Henry Company                |          | 12/06/2012     | CORPORATION:               |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Barclays Bank PLC, as Collateral Agent |
| <b>Street Address:</b> | 200 Park Avenue                        |
| <b>City:</b>           | New York                               |
| <b>State/Country:</b>  | NEW YORK                               |
| <b>Postal Code:</b>    | 10166                                  |
| <b>Entity Type:</b>    | Public Limited Company: UNITED KINGDOM |

**PROPERTY NUMBERS Total: 59**

| Property Type        | Number  | Word Mark                  |
|----------------------|---------|----------------------------|
| Registration Number: | 2727009 | GEMKOTE                    |
| Registration Number: | 3381212 | HOLOEMBOSS                 |
| Registration Number: | 3589084 | HOLOEMBOSS                 |
| Registration Number: | 3354259 | TEXTUREKOTE                |
| Registration Number: | 2132344 | INNOVATIVE COLOR SIMULATOR |
| Registration Number: | 1707281 | IVY HILL                   |
| Registration Number: | 3442659 | MPS                        |
| Registration Number: | 4165098 | BLOOMIQ                    |
| Registration Number: | 4165102 | CHARISMA                   |

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|                      |         |                          |
|----------------------|---------|--------------------------|
| Registration Number: | 4135883 | ENVI CACHEPOT COLLECTION |
| Registration Number: | 4165103 | MOMENTS                  |
| Registration Number: | 2228452 | CAPRI                    |
| Registration Number: | 3680410 |                          |
| Registration Number: | 3278382 | EXPERIENCE BY DESIGN     |
| Registration Number: | 3211455 | FIRST IMPRESSIONS        |
| Registration Number: | 1596316 | FLORA-CARDS              |
| Registration Number: | 3490891 | FLORAL ARTISTRY          |
| Registration Number: | 3257366 | FLORAL FAN DECK          |
| Registration Number: | 1094495 | HANG-N-TAG               |
| Registration Number: | 3241931 | HORIZONS                 |
| Registration Number: | 1729757 | IDEA WORKS               |
| Registration Number: | 2446539 | IDENTA-SEALS             |
| Registration Number: | 3362860 | IE                       |
| Registration Number: | 3376312 | IMAGE EASE               |
| Registration Number: | 3382388 | IMAGE EASE               |
| Registration Number: | 3500222 | JH                       |
| Registration Number: | 1680314 | JH                       |
| Registration Number: | 1296037 | JH                       |
| Registration Number: | 2765244 | JOHN HENRY               |
| Registration Number: | 1168908 | JOHN HENRY               |
| Registration Number: | 2790899 | MINI PORTRAIT            |
| Registration Number: | 2650637 | ORNAMENT                 |
| Registration Number: | 3128500 | PHARMALABEL              |
| Registration Number: | 3401946 | PIXIE                    |
| Registration Number: | 1077438 | PIXIE                    |
| Registration Number: | 2023582 | PIXIE JUNIOR             |
| Registration Number: | 2486134 | PORTRAIT                 |
| Registration Number: | 2216200 | PORTRAIT TAG             |
| Registration Number: | 3395014 | POTCHA                   |
| Registration Number: | 3405579 | POTCHA                   |
| Registration Number: | 3128592 | SAVOR LIFE               |
| Registration Number: | 3401945 | STIK-STAKE               |
| Registration Number: | 0981313 | STIK-STAKE               |
| Registration Number: | 3258717 | STROLL IN THE VILLAGE    |

|                      |          |                                |
|----------------------|----------|--------------------------------|
|                      | 2605889  | SUPER JUMBO PORTRAIT           |
| Registration Number: | 2008112  | ULTRA STAKE                    |
| Registration Number: | 3527118  | AVISO                          |
| Registration Number: | 3615961  | AVIVO                          |
| Registration Number: | 3461252  | I E                            |
| Registration Number: | 4198878  | JOURNEY                        |
| Registration Number: | 3536467  | SOUTHERN WINNERS               |
| Registration Number: | 3974982  | THE ART OF PRINT AND PACKAGING |
| Serial Number:       | 85718322 | 3DXKOTE                        |
| Serial Number:       | 85718004 | FOILKOTE                       |
| Serial Number:       | 85712321 | HOLOKOTE                       |
| Serial Number:       | 85712431 | VELVEKOTE                      |
| Serial Number:       | 85085150 | EXCLAMATIONS                   |
| Serial Number:       | 85693653 | FLORAL FAN DECK                |
| Serial Number:       | 77577389 | THINK OUTSIDE THE POT          |

**CORRESPONDENCE DATA**

Fax Number: 2123108007  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-310-8408  
Email: suhan.shim@weil.com, brian.lee@weil.com  
Correspondent Name: Suhan Shim  
Address Line 1: Weil, Gotshal & Manges LLP  
Address Line 2: 767 Fifth Avenue  
Address Line 4: New York, NEW YORK 10153

|                         |                         |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 21151.0057 - SUHAN SHIM |
| NAME OF SUBMITTER:      | Suhan Shim              |
| Signature:              | /Suhan Shim/            |
| Date:                   | 12/14/2012              |

**Total Attachments: 7**  
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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated December 6, 2012, is made by the Persons listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors") in favor of Barclays Bank PLC ("Barclays"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, John Henry Holdings, Inc. a Delaware corporation, Holdings, and the Subsidiary Guarantors have entered into a First Lien Credit Agreement dated as of December 6, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Barclays Bank PLC, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement or the Guarantee and Collateral Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain First Lien Guarantee and Collateral Agreement dated December 6, 2012 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in all of such Grantor's right, title and interest in and to the Intellectual Property Collateral, including, without limitation, the following (collectively, the "Collateral"):

- (i) the U.S. trademark and service mark registrations and applications for registration therefor set forth in Schedule A hereto (provided that no security interest shall be granted in intent-to-use trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein or the attachment or enforcement thereof would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(ii) any, as applicable, renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents and all obligations under the Specified Hedge Agreements and Cash Management Documents with a Cash Management Counterparty, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this Trademark Security Agreement and the terms and conditions of the Guarantee and Collateral Agreement, the terms and conditions of the Guarantee and Collateral Agreement shall control.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

JOHN HENRY HOLDINGS, INC.

By: William H. Hogan  
Name: William H. Hogan  
Title: Vice President

Address for Notices:  
150 East 52nd Street, 28th Floor  
New York, NY 10022

MULTI PACKAGING SOLUTIONS, INC.

By: William H. Hogan  
Name: William H. Hogan  
Title: Vice President

Address for Notices:  
150 East 52nd Street, 28th Floor  
New York, NY 10022

GREAT WESTERN INDUSTRIES, INC.  
INNOVATIVE FOLDING CARTON COMPANY, LLC  
MPS/IH, LLC  
THE JOHN HENRY COMPANY

By: William H. Hogan  
Name: William H. Hogan  
Title: Vice President

Address for Notices:  
150 East 52nd Street, 28th Floor  
New York, NY 10022

BARCLAYS BANK PLC, as Collateral Agent

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

Name:

Title:



**Craig Malloy**  
**Director**

[FIRST LIEN TRADEMARK SECURITY AGREEMENT]

**Schedule A to the  
First Lien Trademark Security Agreement**

Trademark and Service Mark Registrations and Applications for Registration

| <u>Mark</u>                | <u>Status</u> | <u>App/<br/>Reg. No.</u> | <u>App/<br/>Reg.<br/>Date</u> | <u>Owner</u>   |
|----------------------------|---------------|--------------------------|-------------------------------|--|
| 3DXKOTE                    | Pending       | 85/718322                | 8/31/12                       | Great Western Industries Inc.                              |
| FOILKOTE                   | Pending       | 85718004                 | 8/31/12                       | Great Western Industries Inc.                              |
| GEMKOTE                    | Registered    | 2727009                  | 06/17/03                      | Great Western Industries Inc.                              |
| HOLOKOTE                   | Pending       | 85/712321                | 8/24/12                       | Great Western Industries Inc.                              |
| HOLO-EMBOSS                | Registered    | 3381212                  | 02/12/08                      | Great Western Industries Inc.                              |
| HOLO-EMBOSS                | Registered    | 3589084                  | 03/10/09                      | Great Western Industries Inc.                              |
| TEXTUREKOTE                | Registered    | 3354259                  | 12/11/07                      | Great Western Industries Inc.                              |
| VELVEKOTE                  | Pending       | 85712431                 | 8/24/12                       | Great Western Industries Inc.                              |
| INNOVATIVE COLOR SIMULATOR | Registered    | 2132344                  | 11/17/03                      | Innovative Folding Carton Company Inc.                     |
| IVY HILL                   | Registered    | 1707281                  | 08/11/92                      | MPS/IH LLC   |
| MPS and Design             | Registered    | 3442659                  | 06/03/08                      | Multi Packaging Solutions Inc.                             |
| BLOOMIQ                    | Registered    | 4165098                  | 6/26/12                       | Multi Packaging Solutions, Inc.                            |
| CHARISMA                   | Registered    | 4165102                  | 6/26/12                       | Multi Packaging Solutions, Inc.                            |
| ENVI CACHEPOT COLLECTION   | Registered    | 4135883                  | 5/01/12                       | The John Henry Company a Multi Packaging Solutions Company |
| EXCLAMATIONS               | Pending ITU   | 85085150                 | 7/15/10                       | Multi Packaging Solutions, Inc.                            |
| MOMENTS                    | Registered    | 4165103                  | 6/26/12                       | Multi Packaging Solutions, Inc.                            |
| CAPRI                      | Registered    | 2228452                  | 03/02/99                      | The John Henry Company                                     |
| ENVI CACHEPOT COLLECTION   | Registered    | 3680410                  | 10/20/09                      | John Henry Holdings, LLC                                   |
| EXPERIENCE BY DESIGN       | Registered    | 3278382                  | 08/14/07                      | The John Henry Company                                     |

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**TRADEMARK  
REEL: 004918 FRAME: 0673**



| <u>Mark</u>             | <u>Status</u> | <u>App/<br/>Reg. No.</u> | <u>App/<br/>Reg.<br/>Date</u> | <u>Owner</u>           |
|-------------------------|---------------|--------------------------|-------------------------------|------------------------|
| FIRST IMPRESSIONS       | Registered    | 3211455                  | 02/20/07                      | The John Henry Company |
| FLORA-CARD              | Registered    | 1596316                  | 05/15/90                      | The John Henry Company |
| FLORAL ARTISTRY         | Registered    | 3490891                  | 08/26/08                      | The John Henry Company |
| FLORAL FAN DECK         | Registered    | 3257366                  | 06/26/07                      | The John Henry Company |
| FLORAL FAN DECK         | Pending       | 85693653                 | 8/2/12                        | The John Henry Company |
| HANG-N-TAG              | Registered    | 1094495                  | 06/27/78                      | The John Henry Company |
| HORIZONS                | Registered    | 3241931                  | 05/15/07                      | The John Henry Company |
| IDEA WORKS              | Registered    | 1729757                  | 11/03/92                      | The John Henry Company |
| IDENTA-SEALS            | Registered    | 2446539                  | 04/24/01                      | The John Henry Company |
| IE (Design)             | Registered    | 3362860                  | 01/01/08                      | The John Henry Company |
| IMAGE EASE              | Registered    | 3376312                  | 01/29/08                      | The John Henry Company |
| IMAGE EASE STYLIZED     | Registered    | 3382388                  | 02/12/08                      | The John Henry Company |
| JH                      | Registered    | 3500222                  | 09/09/08                      | The John Henry Company |
| JH DESIGN               | Registered    | 1680314                  | 03/24/92                      | The John Henry Company |
| JH DESIGN               | Registered    | 1296037                  | 09/18/84                      | The John Henry Company |
| JOHN HENRY              | Registered    | 2765244                  | 09/16/03                      | The John Henry Company |
| JOHN HENRY              | Registered    | 1168908                  | 09/15/81                      | The John Henry Company |
| MINI-PORTRAIT           | Registered    | 2790899                  | 12/09/03                      | The John Henry Company |
| ORNAMENT                | Registered    | 2650637                  | 11/12/02                      | The John Henry Company |
| PHARMALABEL             | Registered    | 3128500                  | 08/15/06                      | The John Henry Company |
| PIXIE                   | Registered    | 3401946                  | 03/25/08                      | The John Henry Company |
| PIXIE & DESIGN          | Registered    | 1077438                  | 11/15/77                      | The John Henry Company |
| PIXIE JUNIOR AND DESIGN | Registered    | 2023582                  | 12/17/96                      | The John Henry Company |
| PORTRAIT                | Registered    | 2486134                  | 09/04/01                      | The John Henry Company |
| PORTRAIT TAG            | Registered    | 2216200                  | 01/05/99                      | The John Henry Company |
| POTCHA                  | Registered    | 3395014                  | 03/11/08                      | The John Henry Company |

| <u>Mark</u>                    | <u>Status</u> | <u>App/<br/>Reg. No.</u> | <u>App/<br/>Reg.<br/>Date</u> | <u>Owner</u>   |
|--------------------------------|---------------|--------------------------|-------------------------------|--|
| POTCHA                         | Registered    | 3405579                  | 04/01/08                      | The John Henry Company                                     |
| SAVOR LIFE                     | Registered    | 3128592                  | 08/15/06                      | The John Henry Company                                     |
| STIK-STAKE                     | Registered    | 3401945                  | 03/25/08                      | The John Henry Company                                     |
| STIK-STAKE DESIGN              | Registered    | 981313                   | 03/26/74                      | The John Henry Company                                     |
| STROLL IN THE VILLAGE          | Registered    | 3258717                  | 07/03/07                      | The John Henry Company                                     |
| SUPER JUMBO PORTRAIT           | Registered    | 2605889                  | 08/06/02                      | The John Henry Company                                     |
| ULTRA STAKE                    | Registered    | 2008112                  | 10/15/96                      | The John Henry Company                                     |
| AVISO                          | Registered    | 3527118                  | 11/04/08                      | The John Henry Company a Multi Packaging Solutions Company |
| AVIVO                          | Registered    | 3615961                  | 05/05/09                      | The John Henry Company a Multi Packaging Solutions Company |
| IE (Design)                    | Registered    | 3461252                  | 07/08/08                      | The John Henry Company a Multi-Packaging Solutions Company |
| JOURNEY                        | Registered    | 4198878                  | 8/29/12                       | The John Henry Company a Multi-Packaging Solutions Company |
| SOUTHERN WINNERS               | Registered    | 3536467                  | 11/25/08                      | The John Henry Company a Multi-Packaging Solutions Company |
| THE ART OF PRINT AND PACKAGING | Registered    | 3974982                  | 6/7/11                        | The John Henry Company a Multi-Packaging Solutions Company |
| THINK OUTSIDE THE POT          | Pending       | 77577389                 | 09/24/08                      | The John Henry Company a Multi-Packaging Solutions Company |