

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
York Tape & Label, Inc.	04/05/2007
BJK Holdings, Inc.	04/05/2007
Industrial Label Corporation	05/04/2007

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	5149587
Patent Number:	6547137
Patent Number:	0106340
Patent Number:	0106339
Patent Number:	6670009
Patent Number:	6618970

CORRESPONDENCE DATA

Fax Number: (312)577-4782
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.577.8525
 Email: terese.scholl@kattenlaw.com
 Correspondent Name: KATTEN MUCHIN ROSENMAN
 Address Line 1: 500 West Monroe
 Address Line 4: Chicago, ILLINOIS 60661

CH \$240.00 5149587

NAME OF SUBMITTER:

Terese Scholl

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 5, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 5, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, 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, each Grantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the 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, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, 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 such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses (including, without limitation, that certain License Agreement dated as of May 6, 1997 by and between BJK Holdings,

Inc., a Delaware corporation and York Tape & Label, Inc., a Delaware corporation as the successor by merger to York Tape & Label, Inc., a Pennsylvania corporation, as amended or otherwise modified from time to time) providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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 Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent 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.

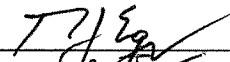
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

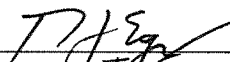
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

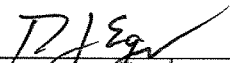
YORK TAPE & LABEL, INC., a
Delaware corporation, as a Grantor

By: 
Name: Richard J. Egan
Title: President & CEO

BJK HOLDINGS, INC., a Delaware
corporation, as a Grantor

By: 
Name: Richard J. Egan
Title: PRESIDENT & CEO

**INDUSTRIAL LABEL
CORPORATION**, a Delaware corporation,
as a Grantor

By: 
Name: Richard J. Egan
Title: PRESIDENT & CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

State of Nebraska)
County of Douglas) ss.

On this 2ND day of April, 2007 before me personally appeared Richard Egan proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of York Tape & Label, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Gina L. Fullman
Notary Public

ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent Schedule:

<u>Name of Owner</u>	<u>Patent</u>	<u>Reg. #</u>	<u>Reg. Date</u>
BJK Holdings, Inc.	Resealable outsert label	5149587	9/22/92
BJK Holdings, Inc.	System for distribution and control of merchandise	6547137	4/15/03
BJK Holdings, Inc.	Packaging label having a tear away spine	05/0106340	5/19/05
BJK Holdings, Inc.	Packaging label having a tear away spine	05/0106339	5/19/05
Industrial Label Corporation	Multi-layer extended text resealable label	6670009	12/30/03
Industrial Label Corporation	Nonskid label	6618970	9/16/03

2. PATENT APPLICATIONS

None.

3. IP LICENSES

<u>Patent</u>	<u>Licensor</u>	<u>Licensee</u>	<u>License Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Patent and Trademark License Agreement*	BJK Holdings, Inc.	York Tape & Label, Inc.	n/a	05/06/97	20 years from date of execution, subject to 20 year periods of automatic renewal, unless at least 6 months prior to the expiration of the then current term of the license, York Tape & Label, Inc. notifies BJK Holdings, Inc. of its decision not to renew the license.

*Licensed patents under this agreement include:

<u>Patent</u>	<u>Reg. #</u>	<u>Reg. Date</u>
Resealable Outsert Label	5149587	9/22/92
System for Distribution and Control of Merchandise	6547137	4/15/03
Packaging Label Having a Tear Away Spine	05/0106340	5/19/05
Packaging Label Having a Tear Away Spine	05/0106339	5/19/05