

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
York Tape & Label, LLC	05/27/2011
Industrial Label Corporation	05/27/2011
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6670009
Patent Number:	6618970
Patent Number:	6547137
CORRESPONDENCE DATA	
Fax Number:	(212)656-1342
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-701-3345
Email:	david.adams@thomsonreuters.com
Correspondent Name:	James P. Murphy, Legal Assistant
Address Line 1:	80 Pine Street
Address Line 2:	Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005
NAME OF SUBMITTER:	David Adams
Total Attachments: 5	

OP \$120.00 6670009

501552068

PATENT
REEL: 026380 FRAME: 0492

source=5 First Lien Patent Security Agreement#page3.tif
source=5 First Lien Patent Security Agreement#page4.tif
source=5 First Lien Patent Security Agreement#page5.tif
source=5 First Lien Patent Security Agreement#page6.tif
source=5 First Lien Patent Security Agreement#page7.tif

FIRST LIEN PATENT SECURITY AGREEMENT

THIS FIRST LIEN PATENT SECURITY AGREEMENT, dated as of May 27, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A. ("Bank of America"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuer and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement dated as of May 27, 2011 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among LabelCorp Holdings, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto, the Lenders from time to time party thereto and Bank of America, as Administrative Agent for the Secured Parties, as Swingline Lender and as L/C Issuer, and the other agent parties party thereto, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty, Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the 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 Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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, 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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

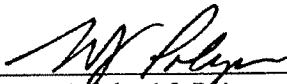
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

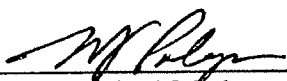
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

YORK TAPE & LABEL, LLC
a Delaware corporation, as a Grantor

By: 
Name: Michael J. Polcyn
Title: Chief Financial Officer

INDUSTRIAL LABEL CORPORATION,
a Delaware corporation, as a Grantor

By: 
Name: Michael J. Polcyn
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

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

By: 
Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

{Signature Page to First Lien Patent Security Agreement}

Schedule 1

Owner	Patent No.	Issue Date	Application No.	Filing Date	Description	Country
Industrial Label Corp.	6,670,009	12/30/2003	10/319,194	12/13/02	Multi-layer extended text resealable label	United States
Industrial Label Corp.	6,618,970	9/16/2003	10/247,694	09/19/02	Nonskid label	United States
York Tape & Label, LLC	6,547,137	04/15/2003	09/723,947	11/28/00	System for distribution and control of merchandise	United States