

## 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
SOUTHERN GRAPHIC SYSTEMS, INC.	10/17/2012
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT
Street Address:	7033 Louis Stevens Drive
Internal Address:	P.O. Box 110047
City:	Research Triangle Park
State/Country:	NORTH CAROLINA
Postal Code:	27709
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6091482
CORRESPONDENCE DATA	
Fax Number:	2128225096
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	nbrowand@milbank.com
Correspondent Name:	Milbank. Tweed, Hadley & McCloy LLP
Address Line 1:	One Chase Manhattan Plaza
Address Line 2:	Attn: Nathaniel T. Browand
Address Line 4:	New York, NEW YORK 10005
ATTORNEY DOCKET NUMBER:	28302.54300
NAME OF SUBMITTER:	Nathaniel T. Browand
Total Attachments: 5 source=SGS - Short form Patent Security Agreement (Executed)#page1.tif source=SGS - Short form Patent Security Agreement (Executed)#page2.tif source=SGS - Short form Patent Security Agreement (Executed)#page3.tif source=SGS - Short form Patent Security Agreement (Executed)#page4.tif source=SGS - Short form Patent Security Agreement (Executed)#page5.tif	

CH \$40.00 6091482

**PATENT SECURITY AGREEMENT**

This Patent Security Agreement (this "Agreement"), dated as of October 17, 2012, is entered into by each of the undersigned (each, a "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch, as administrative agent (together with its successors, in such capacity, the "Administrative Agent").

**WHEREAS**, Grantors have executed and delivered that certain Pledge and Security Agreement, dated on even date herewith, in favor of the Administrative Agent (the "Pledge and Security Agreement") pursuant to which Grantors have granted to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title, and interest in and to the Patent Collateral (as defined below);

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor:

- (i) all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing; (iii) the right to sue for past, present and future infringements of any of the foregoing; and (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

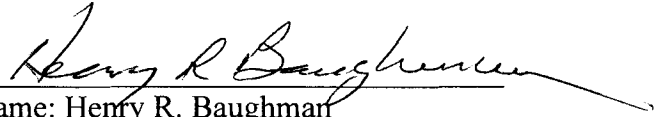
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

SOUTHERN GRAPHIC SYSTEMS, INC.,  
a Kentucky corporation

By:   
Name: Henry R. Baughman  
Title: President

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent

By: 

Name: ROBERT HETU  
Title: MANAGING DIRECTOR

By: 

Name: Patrick L. Freytag  
Title: Associate

*[Signature Page to Patent Security Agreement]*

**PATENT**  
**REEL: 029142 FRAME: 0503**

SCHEDULE A

**PATENTS**

REGISTRATION NUMBER	DESCRIPTION
6,091,482	Method of mapping and interlacing images to a lenticular lens.