

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	First Lien Patent Security Agreement																										
CONVEYING PARTY DATA																											
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<table border="1"> <tr> <td>Name:</td> <td>Barclays Bank PLC, as Collateral Agent</td> </tr> <tr> <td>Street Address:</td> <td>200 Park Avenue</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10166</td> </tr> </table>		Name:	Barclays Bank PLC, as Collateral Agent	Street Address:	200 Park Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10166																
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PROPERTY NUMBERS Total: 49																											
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Patent Number:	D592242
Patent Number:	D592243
Patent Number:	6736267
Patent Number:	D501514
Patent Number:	D566772
Patent Number:	7076900
Patent Number:	D454162
Patent Number:	D443310
Patent Number:	D437618
Patent Number:	D428445
Patent Number:	D427639
Patent Number:	D402863
Patent Number:	6401375
Patent Number:	6145233
Patent Number:	7857197
Patent Number:	D480660
Patent Number:	8132668
Patent Number:	8267305
Application Number:	11697745
Application Number:	12349897
Application Number:	12970093
Application Number:	13103378
Application Number:	12976065
Application Number:	13084672
Application Number:	13225794
Application Number:	13358850
Application Number:	13180894
Application Number:	13180887
Application Number:	13351760
Application Number:	13448681
Application Number:	61610223
Application Number:	61665551
Application Number:	61613662
Application Number:	61618273
Application Number:	13585887

	29427652
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Application Number:	13112639
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**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0057 - SUHAN SHIM
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NAME OF SUBMITTER:	Suhan Shim
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**Total Attachments: 7**

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**FIRST LIEN PATENT SECURITY AGREEMENT**

This FIRST LIEN PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this Patent 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 Patent 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. patents and patent applications set forth in Schedule A hereto;
- (ii) any, as applicable, reissuances, divisions, revisions, continuations, continuations in part, extensions, renewals and reexaminations 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 Patent 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 Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent 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 Patent 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 Patent 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 Patent 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 Patent 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.  
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 Manoy**  
**Director**

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]

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

Patents and Patent Applications

<u>Title</u>	<u>Status</u>	<u>App/Patent No.</u>	<u>File/Issue Date</u>	<u>Owner</u>
Method and apparatus for Authenticating unique items	Granted	6591252	07/08/03	Great Western Industries Inc.
Slip cover with spine chamber	Granted	D553999	10/30/07	Great Western Industries Inc.
Optical Disc Mailpiece For Automated Letter Processing By U.S. Postal Service Equipment	Granted	7578389	8/25/09	MPS/IH Inc.
Pot Cover	Granted	D630548	1/11/11	Multi-Packaging Solutions
Customized label assembly	Pending	12/970093	12/16/10	Multi-Packaging Solutions Inc.
Dangler Tag	Granted	D636028	4/12/11	Multi-Packaging Solutions Inc.
Foldable Carrier Packaging	Pending	13/103378	5/9/11	Multi-Packaging Solutions Inc.
Folded Pot Cover	Granted	7959061	6/14/11	Multi-Packaging Solutions Inc.
Foldable Container	Granted	7870995	6/18/11	Multi-Packaging Solutions Inc.
Foldable Container	Pending	12/976065	12/22/10	Multi-Packaging Solutions Inc.
Labeling Device	Granted	8240073	8/14/12	Multi-Packaging Solutions Inc.
Packaging and Display System	Pending	13/084672	4/12/11	Multi-Packaging Solutions Inc.
Plant Tag	Granted	D662989	7/3/12	Multi-Packaging Solutions Inc.
Security Package For Prepaid Card	Granted	8109388	2/17/12	Multi-Packaging Solutions Inc.
Foldable Packaging Container	Pending	13/225794	9/6/11	Multi-Packaging Solutions Inc.
Storage and Packaging device	Pending	13/358850	1/26/12	Multi-Packaging Solutions Inc.
Storage and Packaging device	Pending	13/180894	7/12/11	Multi-Packaging Solutions Inc.
Storage and Packaging device	Pending	13/180887	7/12/11	Multi-Packaging Solutions Inc.
An Ornamental Design For A Foldable Packaging	Granted	D650665	2/29/11	Multi-Packaging Solutions Inc.
Labeling Device	Pending	13/351760	1/14/12	Multi-Packaging Solutions Inc.
Foldable Box Packaging	Pending	13/448681	4/17/12	Multi-Packaging Solutions Inc.
Packaging and Integrated Utility Item	Pending	61/610,223	03/13/12	Multi-Packaging Solutions Inc.



<u>Title</u>	<u>Status</u>	<u>App/Patent No.</u>	<u>File/Issue Date</u>	<u>Owner</u>
Tamper-Evident Packaging	Pending	61/665,551	06/28/12	Multi-Packaging Solutions Inc.
Tamper-Evident Packaging	Pending	61/613,662	03/21/12	Multi-Packaging Solutions Inc.
Patterned Security Packaging	Pending	61/618,273	03/30/12	Multi-Packaging Solutions Inc.
Container with labeling device	Pending	13/585,887	08/15/12	Multi-Packaging Solutions Inc.
Wrap Packaging		29/427,652	07/20/12	Multi-Packaging Solutions Inc.
Foldable Container and attachments	Pending	13/112639	5/20/11	Multi-Packaging Solutions Inc.
Apparatus for Tagging Plants	Granted	5467524	11/21/95	The John Henry Company
Curved enclosure card	Granted	D592242	05/12/09	The John Henry Company
Curved enclosure card with wave effect	Granted	D592243	05/12/09	The John Henry Company
Display Card Having Reinforced Hanger Hook	Granted	6736267	05/18/04	The John Henry Company
Hanger Collar	Granted	D 501514	02/01/05	The John Henry Company
Hanging basket collar	Granted	D566772	04/15/08	The John Henry Company
Hanging basket collar	Pending	11/697745	04/09/07	The John Henry Company
Locking Plant Tag	Granted	7076900	07/18/06	The John Henry Company
Packaging for electrical et al.	Pending	12/349897	01/07/09	The John Henry Company
Plant Tag	Granted	D454162	03/05/02	The John Henry Company
Plant Tag	Granted	D443310	06/05/01	The John Henry Company
Plant Tag	Granted	D437618	02/13/01	The John Henry Company
Plant Tag	Granted	D428445	07/18/00	The John Henry Company
Plant Tag	Granted	D427639	07/04/00	The John Henry Company
Plant Tag	Granted	D402863	12/22/98	The John Henry Company
Plant Tag	Granted	6401375	06/11/02	The John Henry Company
Plant Tag	Granted	6145233	11/14/00	The John Henry Company
Plant tray/pot handle	Granted	7857197	12/28/10	The John Henry Company
Pot Cover	Granted	D480660	10/14/03	The John Henry Company
Packaging for electrical components	Granted	8132668	3/13/12	The John Henry Company

<u>Title</u>	<u>Status</u>	<u>App/Patent No.</u>	<u>File/Issue Date</u>	<u>Owner</u>
Carrier handle for plant tray/pot	Granted	8267305	9/18/12	The John Henry Company