

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3053030

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
VESTCOM NEW CENTURY LLC	09/30/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT UNDER THE SECOND LIEN CREDIT AGREEMENT
<b>Street Address:</b>	500 W MONROE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661

**PROPERTY NUMBERS Total: 13**

Property Type	Number
Patent Number:	6632316
Patent Number:	6595131
Patent Number:	6579585
Patent Number:	6926942
Patent Number:	8261477
Application Number:	13964905
Application Number:	14305517
Application Number:	13005368
Application Number:	13360438
Application Number:	61645992
Application Number:	61682015
Application Number:	61700642
Application Number:	61704928

**CORRESPONDENCE DATA**

**Fax Number:** (312)577-4565

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312-577-8265

**Email:** kristin.brozovic@kattenlaw.com

**Correspondent Name:** KRISTIN BROZOVIC C/O KATTEN

**Address Line 1:** 525 W MONROE STREET

**PATENT**

<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	207170-724
<b>NAME OF SUBMITTER:</b>	KRISTIN BROZOVIC
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	10/06/2014
<b>Total Attachments: 6</b> source=Patent Security Agreement (Second Lien) (New Century)#page1.tif source=Patent Security Agreement (Second Lien) (New Century)#page2.tif source=Patent Security Agreement (Second Lien) (New Century)#page3.tif source=Patent Security Agreement (Second Lien) (New Century)#page4.tif source=Patent Security Agreement (Second Lien) (New Century)#page5.tif source=Patent Security Agreement (Second Lien) (New Century)#page6.tif	

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS PATENT AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE SECOND LIEN GUARANTY SECURITY AGREEMENT REFERRED TO BELOW). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 30, 2014, is made by Vestcom New Century LLC, a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September [30], 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders 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 (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Second Lien Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Second Lien 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent for the benefit of the Secured Parties, and grants to the Second Lien 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 the 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 Second Lien Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien 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. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Patent Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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. Intercreditor Agreement. Second Lien Agent, Grantors and First Lien Agent have entered into the Intercreditor Agreement. To the extent any provision of this Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement


shall control. Without limiting the generality of the foregoing, until the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement), and notwithstanding anything herein to the contrary, (a) any assignment or transfer of Collateral hereunder to Second Lien Agent shall be to First Lien Agent and (b) notwithstanding anything herein to the contrary, all rights and remedies of the Second Lien Agent and the Second Lien Creditors (as defined in the Intercreditor Agreement) shall be subject to the terms of the Intercreditor Agreement.

Section 7. 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 PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

**VESTCOM NEW CENTURY LLC, a  
Delaware limited liability company, as  
Grantor**

By:   
Name: Shannon D. Palmer  
Title: Chief Financial Officer

Patent Security Agreement (Vestcom New Century)

**PATENT  
REEL: 033891 FRAME: 0269**

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Owner	Title	Application #	Application Date	Patent #	Grant Date	Status
Vestcom New Century, LLC	Labeling System and Method and Label Manufacturing Method Using Label Sheets With Fugitive Adhesive	09/718,281	11/24/2000	6,632,316	10/14/2003	Granted
Vestcom New Century, LLC	Sheeting Apparatus and Method for a Printing Press	09/809,515	03/15/2001	6,595,131	07/22/2003	Granted
Vestcom New Century, LLC	Partially-Secured Label, Label Sheet and Manufacturing Method	09/410,395	10/01/1999	6,579,585	06/17/2003	Granted
Vestcom New Century, LLC	Partially-Secured Label, Label Sheet, and Manufacturing Method	10/392,065	03/19/2003	6,926,942	08/09/2005	Granted
Vestcom New Century, LLC	Label	12/436,684	05/06/2009	8,261,477	09/11/2012	Granted
Vestcom New Century, LLC	Systems And Methods For Product Sequencing And Locating	13/964,905	08/12/2013			Filed

Vestcom New Century, LLC	Methods And Systems For Organizing, Handling, And Installing Shelf Labels, Signs, And Strips In A Retail Environment	14/305,517	06/16/2014			Filed
Vestcom New Century, LLC	Transport device for media roll used with grand format printer	13005368	01/12/2011			Filed
Vestcom New Century, LLC	Label	13360438	01/27/2012			Filed
Vestcom New Century, LLC	Processes & systems for providing accurate implementation of a peg-board type product mounting system in a retail establishment	61645992	05/11/2012			Filed
Vestcom New Century, LLC	Product sequencing & locating systems & methods	61682015	08/10/2012			Filed
Vestcom New Century, LLC	Processes and systems for displaying product content at the shelf edge in a retailer establishment	61700642	09/13/2012			Filed
Vestcom New Century, LLC	Processes and systems for printing, distributing, and placing variable sized display signage in retail establishment	61704928	09/24/2012			Filed