

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-------------------------------------|
| Vestcom New Century, LLC | | 01/30/2006 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | Wachovia Bank, National Association, as agent |
| Street Address: | 5080 Spectrum Drive |
| Internal Address: | Suite 500 East |
| City: | Addison |
| State/Country: | TEXAS |
| Postal Code: | 75001 |
| Entity Type: | national banking association: |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 2556525 | DUPE GUARD |
| Registration Number: | 2666305 | FASTAG |
| Registration Number: | 2437445 | FAST TALKER |
| Registration Number: | 2435619 | |
| Registration Number: | 1919665 | GTI |
| Registration Number: | 2261083 | GTI |
| Registration Number: | 1162732 | LASERLABEL |
| Registration Number: | 2465373 | MAGZ |
| Registration Number: | 2582627 | MEAL TICKET |
| Registration Number: | 2468150 | TAGLINE |
| Registration Number: | 2438924 | ULTRA CARD |
| Registration Number: | 2449590 | ULTRA SIGN |

CH \$315.00 2556525

CORRESPONDENCE DATA

Fax Number: (214)855-4300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-855-4775
Email: awalker@jenkens.com
Correspondent Name: Andrea Walker
Address Line 1: 1445 Ross Avenue
Address Line 2: Suite 3700
Address Line 4: Dallas, TEXAS 75202-2799

| | |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 66596-9 VESTCOM NEW CENTU |
| NAME OF SUBMITTER: | ANDREA WALKER |
| Signature: | /Andrea Walker/ |
| Date: | 03/10/2006 |

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

WHEREAS, Vestcom New Century, LLC, a Delaware limited liability company ("Grantor"), owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Vector Investment Holdings, Inc. ("Holdings"), Wachovia Bank, National Association, as agent ("Secured Party"), and the lenders party thereto have entered into that certain Credit Agreement dated January 30, 2006 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Holdings, certain of its subsidiaries, including Grantor, and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter arising or acquired:

- (1) each Trademark, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business associated with, and symbolized by, each Trademark;
- (2) each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted hereunder attach to (a) any lease, license, Intellectual Property, contract right, property right or agreement to which Grantor is a party or any of its rights or interests thereunder if, and for so long as, the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, unenforceability, cancellation or voiding of any right, title or interest of Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, Intellectual Property right, contract right, property right or agreement other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition that would cause such abandonment, invalidation, unenforceability, cancellation or voiding shall be removed and, to the extent severable, shall attach immediately to any portion of such lease, license, Intellectual Property right, contract right, property right or agreement that does not result in any of the consequences specified in clause (i) or (ii) of this paragraph, including any proceeds of such lease, license, Intellectual Property right, contract right, property right or agreement.


This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Secured Party hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 between the terms of this agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30 day of January, 2006.

Acknowledged:

GRANTOR:

VESTCOM NEW CENTURY, LLC

By: 

Robert S. Bloom
Chief Financial Officer and Secretary

SECURED PARTY:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as agent

By: _____
Clint Bryant
Vice President

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Secured Party hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 between the terms of this agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30 day of January, 2006.

Acknowledged:

GRANTOR:

VESTCOM NEW CENTURY, LLC

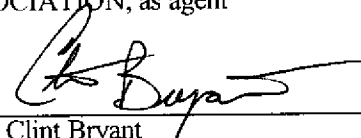
By: _____

Robert S. Bloom
Chief Financial Officer and Secretary

SECURED PARTY:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as agent

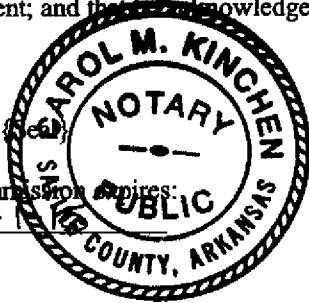
By: _____


Clint Bryant
Vice President

ACKNOWLEDGEMENT

STATE OF Arkansas §
 §
COUNTY OF Saline §

On the 30th day of January, 2006, before me personally appeared Robert Bloom, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Financial Officer and Secretary of Vestcom New Century, LLC who being by me duly sworn, did depose and say that he is Chief Financial Officer and Secretary of Vestcom New Century, LLC., the company described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said company.



My commission expires:
8-11-06

Carol M. Kinchen
Notary Public

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the ____ day of January, 2006, before me personally appeared Clint Bryant, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Wachovia Bank, National Association who being by me duly sworn, did depose and say that he is Vice President of Wachovia Bank, National Association, the association described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said association.

{Seal}

Notary Public

My commission expires:

ACKNOWLEDGEMENT

STATE OF _____ §
 §
COUNTY OF _____ §

On the ____ day of January, 2006, before me personally appeared Robert Bloom, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Financial Officer and Secretary of Vestcom New Century, LLC who being by me duly sworn, did depose and say that he is Chief Financial Officer and Secretary of Vestcom New Century, LLC., the company described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}

Notary Public

My commission expires:

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the ____ day of January, 2006, before me personally appeared Clint Bryant, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Wachovia Bank, National Association who being by me duly sworn, did depose and say that he is Vice President of Wachovia Bank, National Association, the association described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said association.



My commission expires:
06.25.09

Kelly M. Lopez

Notary Public

Schedule 1
to Trademark
Security Agreement

| | | | | |
|------------|------------------------------|-----------|----------|--------------------------|
| US Federal | DUPEGUARD | 2,556,525 | 4/2/02 | Vestcom New Century, LLC |
| US Federal | FASTAG | 2,666,305 | 12/24/02 | Vestcom New Century, LLC |
| US Federal | FASTALKER | 2,437,445 | 3/20/01 | Vestcom New Century, LLC |
| US Federal | GTI LOGO DESIGN (BEEHIVE) | 2,435,619 | 3/13/01 | Vestcom New Century, LLC |
| US Federal | GTI AND LOGO DESIGN | 1,919,665 | 9/19/95 | Vestcom New Century, LLC |
| US Federal | GTI | 2,261,083 | 7/13/99 | Vestcom New Century, LLC |
| US Federal | LASERLABEL | 1,162,732 | 7/28/81 | Vestcom New Century, LLC |
| US Federal | MAGZ | 2,465,373 | 7/3/01 | Vestcom New Century, LLC |
| US Federal | MEALTICKET | 2,582,627 | 6/18/02 | Vestcom New Century, LLC |
| US Federal | TAGLINE | 2,468,150 | 7/10/01 | Vestcom New Century, LLC |
| US Federal | ULTRACARD | 2,438,924 | 3/27/01 | Vestcom New Century, LLC |
| US Federal | ULTRASIGN | 2,449,590 | 5/8/01 | Vestcom New Century, LLC |

Schedule 1 to Trademark Security Agreement, Solo Page
DALLAS2 1142408v1 66596-00009