

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outlook Group Corp.		07/24/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Associated Bank N.A.		
Street Address:	401 East Kilbourn Avenue		
Internal Address:	Suite 400		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78404989	SHOWCASE POSTCARDS	
Registration Number:	2738162	LENTICULAR SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(312)832-4700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-832-4552		
Email:	delder@foley.com		
Correspondent Name:	Diane G. Elder		
Address Line 1:	321 North Clark Street		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60610		
ATTORNEY DOCKET NUMBER:	OUTLOOK RECORDATION		
NAME OF SUBMITTER:	Diane G. Elder		

CH \$65.00 78404989

Signature:	/Diane Grace Elder;/dge;/61590/
Date:	07/26/2006
Total Attachments: 5 source=DOC2#page1.tif source=DOC2#page2.tif source=DOC2#page3.tif source=DOC2#page4.tif source=DOC2#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 24, 2006, by OUTLOOK GROUP CORP., a Wisconsin corporation (the "Grantor"), in favor of ASSOCIATED BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in such capacity, the "Agent"). Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement (as defined below).

RECITALS

A. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with one or more financial institutions and the Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Lenders are secured (the "Secured Obligations", as defined in the Security Agreement).

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired federally registered trademarks and trademark applications owned by or on behalf of the Grantor, and trademark licenses, including but not limited to those referred to in Schedule 1 annexed hereto, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application owned by or on behalf of the Grantor, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

When the Secured Obligations have been Paid in Full (as defined in the Security Agreement), the Agent shall promptly execute, deliver and/or file any and all releases reasonably requested by Grantor as may be necessary to release the security interests created by this Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

OUTLOOK GROUP CORP.

By: Paul M. Denech
Name: Paul M. Denech
Title: Secretary

Acknowledged:

ASSOCIATED BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____


The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

OUTLOOK GROUP CORP.

By: _____
Name: _____
Title: _____

Acknowledged:

ASSOCIATED BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Joseph J. Cochrane
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
SHOWCASE POSTCARDS	78/404,989		4/26/2005	
LENTICULAR SOLUTIONS		2,738,1621		7/15/2003