

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
CORPORATION CAMEO LABELCORP / CAMEO LABELCORP CORPORATION		10/24/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76231683	LABELSCRIPT	
CORRESPONDENCE DATA			
Fax Number:	(312)577-8756		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8348		
Email:	cheryle.stone@kattenlaw.com		
Correspondent Name:	Cheryle Stone c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-00214		
NAME OF SUBMITTER:	Cheryle A. Stone		
Signature:	/Cheryle A. Stone/		

CH \$40.00 76231683

Date:

10/31/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 24, 2007, is made by the entity listed on the signature pages hereof (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 "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 5, 2007 (as amended by that certain Joinder and First Amendment to the Credit Agreement dated as of October 24, 2007 and as may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, in its capacity as Canadian Borrower, the other Borrowers party thereto, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor's Obligations (as defined in the Credit Agreement) are secured pursuant to a Guarantee, Pledge and Security Agreement dated as of October 24, 2007 in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement"); and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor, in its capacity as a Canadian Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement and Grantor hereby acknowledges and agrees 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 Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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. Governing Law. This Trademark 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 Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**CORPORATION CAMEO LABELCORP /
CAMEO LABELCORP CORPORATION,**
a Canadian corporation, as Grantor

By: *TJ Eg*
Name: *Richard J. Eggen*
Title: *PRESIDENT*

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: Douglas Koch
Title: Duly Authorized Signatory

Trademark Security Agreement (Canadian Borrower)
60599643

TRADEMARK

REEL: 003651 FRAME: 0362

ACKNOWLEDGMENT OF GRANTOR

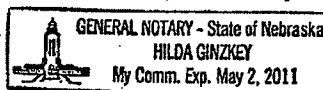
State of Nebraska)

County of Douglas)

ss.

On this ___ day of _____, 2007 before me personally appeared Ridwan I. Egan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Canadian Commercial Corp / Canada World Corp Corporation who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Hilda Ginzkey
Notary Public



Acknowledgement Of Grantor For Trademark Security Agreement (Canadian Borrower)
60599643

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

**CORPORATION CAMEO LABELCORP /
CAMEO LABELCORP CORPORATION,**
a Canadian corporation, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:  _____
Name: Douglas Koch
Title: Duly Authorized Signatory

Trademark Security Agreement (Canadian Borrower)
60599643

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trade-mark	Status	Wares & Services	Owner
LABELSCRIPT	REGISTERED SN. No.:76231683 FD: 2001-03-27 Reg #: 2812092 RD: 2004-02-10 Next Renewal: 2014-02-10	Printed labels for use in the pharmaceutical industry	Cameo Crafts Graphic Industries Limited- Les Industries Graphiques Cameo Crafts Limitee

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.