

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			
CMS Gilbreth Packaging Systems, Inc.			12/21/2010
		CORPORATION: DELAWARE	
RECEIVING PARTY DATA			
Name:		Bank of America, N.A.	
Street Address:		335 Madison Avenue	
Internal Address:		Agency Management - Mail Code: NY1-503-04-03	
City:		New York	
State/Country:		NEW YORK	
Postal Code:		10017	
Entity Type:		National Banking Association:	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Serial Number:		78414233	GILBRETH
CORRESPONDENCE DATA			
Fax Number:		(212)837-6269	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		(212) 837-6550	
Email:		kuhn@hugheshubbard.com, lopezm@hugheshubbard.com	
Correspondent Name:		Perla M. Kuhn	
Address Line 1:		One B attery Park Plaza	
Address Line 2:		Hughes Hubbard & Reed LLP	
Address Line 4:		New York, NEW YORK 10004	
ATTORNEY DOCKET NUMBER:		030341.00060	
NAME OF SUBMITTER:		Perla M. Kuhn	
Signature:		/PERLA M. KUHN/	

OP \$40.00 78414233

Date:

12/22/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2010 (this "Agreement"), between CMS GILBRETH PACKAGING SYSTEMS, INC., a Delaware corporation (the "Grantor"), and **BANK OF AMERICA, N.A.**, as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and the Administrative Agent, and in order to obtain the benefits referred to therein, the Grantor has granted to the Administrative Agent a security interest in substantially all of the Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Administrative Agent agree as follows:

1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by the Grantor to the Administrative Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B, as Schedule B may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by the Grantor to the Administrative Agent from time to time (the "Trademarks");

(c) the United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto, as Schedule C may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by the Grantor to the Administrative Agent from time to time (the "Copyrights");

(d) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks or Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all Proceeds of the foregoing.

2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, 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.

3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This 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.

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CMS GILBRETH PACKAGING SYSTEMS, INC.
("Grantor")

By: Mark S. Hiltwein
Name: Mark S. Hiltwein
Title: Chief Financial Officer

Address for notices to the Grantor:
c/o CENVEO CORPORATION
One Canterbury Green
201 Broad Street
Stamford, CT 06901
Attention: Treasurer
Telephone: (203) 595-3046
Facsimile: (203) 595-3085

BANK OF AMERICA, N.A.,
as Administrative Agent
("Administrative Agent")

By: _____
Name:
Title:

Address for notices to Administrative Agent
Antonikia (Toni) L. Thomas
AVP, Agency Management Officer
Global Corporate and Commercial Banking
Client Service
Bank of America, N.A.
901 Main St.
Dallas, TX 75202
Mail Code: TX1-492-14-11
Phone: (214) 209-1569
Fax: (877) 206-8432
antonikia.l.thomas@baml.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CMS GILBRETH PACKAGING SYSTEMS, INC.
("Grantor")

Address for notices to the Grantor:
c/o CENVEO CORPORATION
One Canterbury Green
201 Broad Street
Stamford, CT 06901
Attention: Treasurer
Telephone: (203) 595-3046
Facsimile: (203) 595-3085

By: _____
Name: Mark S. Hiltwein
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent
("Administrative Agent")

Address for notices to Administrative Agent:
Bank of America, N.A.
Agency Management
Mail Code: NY1-503-04-03
335 Madison Avenue
New York, NY 10017
Attention: Agency Management Officer
Telephone: (214) 209-1569
Telecopier: (877) 206-8432
E-Mail: antonikia.l.thomas@baml.com

By:  _____
Name: Antonikia (Toni) Thomas
Title: Assistant Vice President

Schedule A

Patents

None.

Schedule B

Trademarks

Trademarks	App Number Reg Number	App Date Reg Date	Expiration Date	Applicant
Gilbreth Country: USA	78414233	05/06/04		CMS Gilbreth Packaging Systems, Inc.

Schedule C
Copyrights

None.