

05-22-2001

FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

5-15-01
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **VARN INTERNATIONAL, INC.**

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (DE)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 16, 2001

2. Name and address of receiving party(ies):

Name: SOCIETE GENERALE, as Administrative Agent
 Internal Address: _____
 Street Address: 1221 Avenue of the Americas
 City: New York State: NY ZIP: 10020

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other French banking corp. acting through New York agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

RECEIVED
 2001 MAY 15 PM
 ASSIGNMENT SERVICES
 DIVISION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/537,379

B. Trademark Registration No.(s) 2,179,560 ; 1,649,863 ; 1,661,335 ; 1,394,569 ; 1,329,244 ; 1,331,489 ; 1,329,131 ; 2,079,248 ; 2,350,394

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason A. Cohen, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jason A. Cohen, Esq. [Signature] 5/14/01
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002300 FRAME: 0090

ASSUMPTION AGREEMENT, dated as of February 16, 2001, made by VARN INTERNATIONAL, INC., a Delaware corporation (the "Additional Grantor"), in favor of SOCIETE GENERALE, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement referred to below and the other Secured Parties (as defined below). All capitalized terms not defined herein shall have the meaning ascribed to them in such Amended and Restated Guarantee and Collateral Agreement referred to below, or if not defined therein, in the Amended and Restated Credit Agreement.

W I T N E S S E T H :

WHEREAS, DAY INTERNATIONAL GROUP, INC., a Delaware corporation (the "Borrower"), the Lenders, SG Cowen Securities Corporation, as Arranger (in such capacity, the "Arranger"), and Societe Generale, as Administrative Agent, are parties to an Amended and Restated Credit Agreement, dated as of October 19, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain Subsidiaries of the Borrower are, or are to become, parties to the Amended and Restated Guarantee and Collateral Agreement, dated as of October 19, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent, for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement);

WHEREAS, the Additional Grantor is a member of an affiliated group of companies that includes the Borrower and the other Grantors; the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors (including the Additional Grantor) in connection with the operation of their respective businesses; and the Borrower and the other Grantors (including the Additional Grantor) are engaged in related businesses, and each such Grantor (including the Additional Grantor) will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

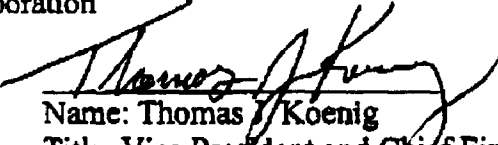
1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Guarantor, Grantor and Pledgor thereunder with the same force and effect as if originally named therein as a Guarantor, Grantor and Pledgor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor, Grantor and Pledgor thereunder. The information set forth in Annex 1-A hereto is hereby added to the

information set forth in Schedules 1, 3, 4, 5 and 7 to the Guarantee and Collateral Agreement, and such Schedules are hereby amended and modified to include such information. The Additional Grantor hereby represents and warrants that each of the representations and warranties of such Additional Grantor, in its capacities as a Guarantor, Grantor and Pledgor, contained in Section 4 of the Guarantee and Collateral Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

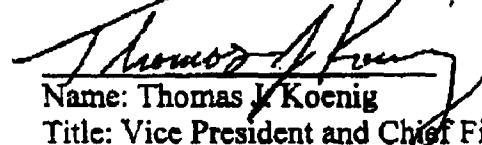
2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

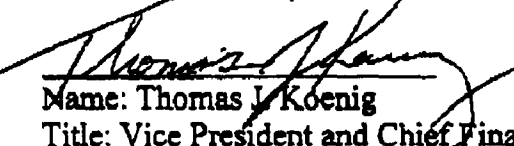
VARN INTERNATIONAL, INC., a Delaware corporation

By: 
Name: Thomas J. Koenig
Title: Vice President and Chief Financial Officer

DAY INTERNATIONAL GROUP, INC.

By: 
Name: Thomas J. Koenig
Title: Vice President and Chief Financial Officer

DAY INTERNATIONAL, INC.

By: 
Name: Thomas J. Koenig
Title: Vice President and Chief Financial Officer

SCHEDULE I

NOTICE ADDRESSES OF GUARANTORS

Grantor

Location of Chief Executive Office

Varn International, Inc.

8 Allerman Road
Oakland, New Jersey 07436

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE
OFFICE OR SOLE PLACE OF BUSINESS

<u>Grantor Office</u>	<u>Jurisdiction</u>	<u>Location of Chief Executive</u>
Varn International, Inc.	Delaware	8 Allerman Road Oakland, New Jersey 07436

LOCATION OF INVENTORY AND EQUIPMENT

Varn International, Inc.

5599 Union Center Drive
West Chester, OH 45069-4820

**PATENTS AND PATENT LICENSES; TRADEMARKS AND TRADEMARK
LICENSES**

REGISTERED TRADEMARKS

<u>Trademarks</u>	<u>Registration Number</u>	<u>Holder</u>
FOUNTAINPURE	2,179,560	Varn Products Company, Inc.
ECOLOGY THROUGH TECHNOLOGY	1,649,863	Varn Products Company, Inc.
OVERNITE	1,661,335	Varn Products Company, Inc.
BLUE VELVET	1,394,569	Varn Products Company, Inc.
KOMPAC	1,329,244	Varn Products Company, Inc.
VARN	1,331,489	Varn Products Company, Inc.
VARN and Flask (Design)	1,329,131	Varn Products Company, Inc.
KOMPAC VAC	2,079,248	Varn Products Company, Inc.
COLORMATIC	2,350,394	Varn Products Company, Inc.

TRADEMARK APPLICATIONS

<u>Trademarks</u>	<u>Serial Number</u>	<u>Holder</u>
WEB-PRO	75/537379	Varn Products Company, Inc.

ISSUED PATENTS

<u>Name</u>	<u>Number</u>	<u>Patentee</u>
Fluid Handling Apparatus for Maintaining Lithographic Presses	5,539,952	Varn Products Company, Inc.
Live Shaft Oscillator for Lithographic Press Dampener	5,680,816	Varn Products Company, Inc.
Segmented Oscillating Fluid Evaporator Roller for Printing Presses	5,454,310	Varn Products Company, Inc.
Drive Disengaging Device for an Offset Lithographic Seal Type Dampening System	5,551,338	Varn Products Company, Inc.

<u>Name</u>	<u>Number</u>	<u>Patentee</u>
Lithographic Dampening Solution	5,387,279	Varn Products Company, Inc.
Lithographic Dampener	5,134,935	Yarn [sic] Products Company, Inc. (IP counsel for Varn is in the process of recording correction to "Varn," in connection with closing of Varn acquisition)
Dampening Apparatus for Lithographic Press	4,455,938	Graph Tech, Inc.
Dampener Recirculator Apparatus for a Printing Press	5,878,663	Varn Products Company, Inc.
Protective Lubricant Emulsion Compositions for Printing	5,879,748	Varn Products Company, Inc.
Dampening Activation Apparatus and Method	6,095,042	Varn Products Company, Inc.
Improved End-Seal Carrier Assembly	5,983,791	Varn Products Company, Inc.
Ceramic Metering Roller	5,979,314	Varn Products Company, Inc.

ACCOUNTS

Varn International, Inc.

8 Allerman Road, Oakland, New Jersey 07436