

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
Direct Color, LLC		05/13/2005	limited liability company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Banknorth, N.A.		
Street Address:	2461 Main Street		
City:	Glastonbury		
State/Country:	CONNECTICUT		
Postal Code:	06033		
Entity Type:	national banking association: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2663832	COLORFIRST	
CORRESPONDENCE DATA			
Fax Number:	(860)632-8269		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8606327200		
Email:	snyder@michaud-duffy.com		
Correspondent Name:	Richard R. Michaud - Michaud-Duffy Group		
Address Line 1:	306 Industrial Park Road		
Address Line 2:	Suite 206		
Address Line 4:	Middletown, CONNECTICUT 06457-1532		
NAME OF SUBMITTER:	Richard R. Michaud		
Signature:	/rrm/		
Date:	05/25/2005		

CH \$40.00 2663832

Total Attachments: 17

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BANKNORTH, N.A.

SECURITY AGREEMENT
(SBA LOANS)

THIS SECURITY AGREEMENT is made by **DIRECT COLOR, LLC**, a Connecticut limited liability company having an address and place of business at 1436 Berlin Turnpike, Berlin, Connecticut 06037, doing business as Direct Color Systems ("Debtor"), in favor of **BANKNORTH, N.A.**, a national banking association with an office at 2461 Main Street, Glastonbury, Connecticut 06033 ("Secured Party").

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party, intending to be bound legally, agree as follows:

1. Definitions. The term "State", as used herein, means the State of Connecticut. All terms defined in the Uniform Commercial Code of the State, as in effect from time to time, and used herein shall have the same definitions herein as specified therein; provided, however, that the term "instrument" shall be such term as defined in Article 9 of the Uniform Commercial Code of the State rather than Article 3. The term "Obligations", as used herein, means any and all obligations, indebtedness, liabilities, guaranties, covenants and duties owing by Debtor to Secured Party, (a) specifically in connection with that certain Note in the original principal amount of ONE MILLION DOLLARS (\$1,000,000.00) from Debtor of even date herewith ("Note"), and all documents securing the Note or executed and delivered in connection therewith ("Loan Documents"), and (b) generally, whether due or to become due, absolute or contingent, now existing or hereafter incurred or arising, whether or not otherwise guaranteed or secured and whether evidenced by any note or draft or documented on the books and records of Secured Party or otherwise on open account, including without limitation, all costs, expenses, fees, charges and attorneys' and other professional fees incurred by Secured Party in connection with, involving or related to the administration, protection, modification, collection, enforcement, preservation or defense of any of Secured Party's rights with respect to any of the Obligations, the Collateral, or any agreement, instrument or document evidencing, governing, securing or relating to any of the foregoing, including without limitation, all costs and expenses incurred in inspecting or surveying mortgaged real estate, if any, or conducting environmental studies or tests, and in connection with any "workout" or default resolution negotiations involving legal counsel or other professionals and any renegotiation or restructuring of any of the

Obligations. The term "Authorization" refers to the Small Business Administration (hereinafter called "SBA") Authorization for SBA Guaranteed Loan # PLP 126-366-5008.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, Debtor hereby grants, pledges and assigns to Secured Party a continuing security interest in all properties, assets and rights of Debtor, together, in each instance, with the renewals, substitutions, replacements, additions, rental payments, products and proceeds thereof, wherever located, whether now owned or hereafter acquired or arising, including all personal and fixture property of every kind and nature, including without limitation, all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities, and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Debtor possesses, uses or has authority to possess or use property (whether tangible or intangible) of other or others, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications and schematics (hereinafter, collectively called the "Collateral").

Debtor expressly acknowledges that the security interest granted hereunder shall remain as security for payment and performance of the Obligations, whether now existing or which may hereafter be incurred by future advances, or otherwise. The notice of the continuing grant of this security interest therefore shall not be required to be stated on the face of any document representing any such Obligations, nor otherwise identify it as being secured hereby.

3. Other Actions. Further to insure the attachment, perfection and priority of, and the ability of the Secured Party to enforce the Secured Party's security interest in the Collateral, Debtor agrees, in each case at the Debtor's own expense, to take the following actions with respect to the following Collateral:

a. Investment Property. Debtor shall endorse, assign and deliver any certificated securities to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify. If any securities now or hereafter acquired by the Debtor are uncertificated and are issued to the Debtor or its nominee directly by the issuer thereof, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause the issuer to agree

to comply with instructions from the Secured Party as to such securities, without further consent of the Debtor or such nominee, or (b) arrange for the Secured Party to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Debtor are held by the Debtor or its nominee through a securities intermediary or commodity intermediary, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (i) cause such securities intermediary or commodity intermediary (as the case may be) to agree to comply with entitlement orders or other instructions from the Secured Party to such securities intermediary as to such securities or other investment property, or to apply any value distributed on account of any commodity contract as directed by the Secured Party to such commodity intermediary (as the case may be), in each case without further consent of the Debtor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Secured Party to become the entitlement holder with respect to such investment property, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw or otherwise deal with such investment property. Secured Party agrees with the Debtor that Secured Party shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not unreasonably withhold its consent to the exercise of any withdrawal or dealing rights by the Debtor, unless an Event of Default has occurred, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Secured Party is the securities intermediary.

b. As to Any Other Collateral. Debtor further agrees to take any other action reasonably requested by the Secured Party to insure the attachment, perfection and priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral including, without limitation, (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that the Debtor's signature thereon is required therefor, (ii) causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (iii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (iv) obtaining governmental and other third party consents and approvals, including without limitation any consent of

any licensor, lessor or other person obligated on Collateral, (v) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Secured Party, and (vi) taking all actions required by any earlier versions of the Uniform Commercial Code or by other law, as applicable in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

4. Relation to Other Security Documents. The provisions of this Agreement supplement the provisions of any real estate mortgage or deed of trust granted by Debtor to the Secured Party and securing the payment or performance of any of the Obligations. Nothing contained in any such real estate mortgage or deed of trust shall derogate from any of the rights or remedies of the Secured Party hereunder.

5. Debtor's Representations and Warranties. Debtor represents and warrants to Secured Party as follows:

a. Qualification/Legal capacity. Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of the State and has all requisite power and authority to own and operate its business and to carry on its business as now being conducted. Debtor is duly qualified to do business in each jurisdiction where the nature of its business or the character of its property requires such qualification.

b. Authority. Debtor has full power and authority to enter into and perform the obligations under this Agreement, to execute and deliver the Loan Documents and to incur the obligations provided for herein and therein, all of which have been duly authorized by all necessary and proper limited liability company action. No other consent or approval or the taking of any other action is required as a condition to the validity or enforceability of this Agreement or any of the other Loan Documents.

c. Binding Agreements. This Agreement and the other Loan Documents constitute the valid and legally binding obligations of the Debtor, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

d. Litigation. There are no actions, suits, proceedings or investigations pending or threatened against the Debtor before any court or administrative agency, which either in any case or in the aggregate, if adversely determined, would materially and adversely affect the financial condition, assets or operations of the Debtor, or which question the validity of this Agreement or any of the other Loan Documents, or any action to be taken in connection with the transactions contemplated hereby or thereby.

e. No Conflicting Law or Agreements. The execution, delivery and performance by the Debtor of this Agreement and the other Loan Documents: (i) do not violate any order, decree or judgment, or any provision of any statute, rule or regulation, (ii) do not violate or conflict with, result in a breach of or constitute (with notice or lapse of time, or both) a default under any agreement, mortgage, indenture, contract to which the Debtor is a party, or by which any of Debtor's properties are bound, or (iii) except for the lien granted hereunder, do not result in the creation imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or assets of the Debtor.

f. Financial Statements. The financial information of the Debtor, including, but not limited to, tax returns, balance sheets, statements of earnings, retained earnings, contributed capital and cash flow statements, heretofore submitted to Secured Party, is complete and correct and fairly presents the financial condition of the Debtor as of the dates of said information and the results of its operations and its cash flows for the periods referred to therein in accordance with generally accepted accounting principles, consistently applied. Since the submission of said information to Secured Party, there has been no material adverse change in the financial condition or business of the Debtor.

g. Taxes. With respect to all taxable periods of the Debtor, the Debtor has filed all tax returns which are required to be filed and all federal, state, municipal, franchise, corporate and other taxes shown on such filed returns have been paid as due or have been reserved against, if not yet due, as required by generally accepted accounting principles, consistently applied, and the Debtor knows of no unpaid assessments against Debtor.

h. Compliance. Debtor is not in default with respect to or in violation of any order, writ, injunction or decree of any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency, authority or official, or in violation of any law, statute, rule or regulation to which Debtor or Debtor's properties is or are subject, where such default or violation would materially and adversely affect the financial condition of the Debtor. Debtor represents that Debtor has not received notice of any such default or violation from any party. Debtor is not in default in the payment or performance of any of Debtor's obligations to any third parties or in the performance of any mortgage, indenture, lease, contract or other agreement to which Debtor is a party or by which any of Debtor's assets or properties are bound, where such default would materially and adversely affect the financial condition of the Debtor.

i. Office. The chief executive office and the office where Debtor's books and records concerning Collateral are kept is set forth in the first paragraph of this Agreement.

j. Places of Business. The Debtor has no other places of business and locates no Collateral, specifically including books and records, at any location other than at Debtor's place of business set forth in the first paragraph of this Agreement.

k. Contingent Liabilities. The Debtor is not a party to any suretyship, guarantyship, or other similar type agreement; nor has Debtor offered its endorsement to any individual, concern, corporation or other entity or acted or failed to act in any manner which would in any way create a contingent liability (except for endorsement of negotiable instruments in the ordinary course of business).

l. Licenses. Debtor has all licenses, permits and other permissions required by any government, agency or subdivision thereof, or from any licensing entity necessary for the conduct of Debtor's business, all of which the Debtor represents to be in good standing and in full force and effect.

m. Collateral. Debtor is and shall continue to be the sole owner of the Collateral free and clear of all liens, encumbrances, security interests and claims except for the first priority lien granted by Debtor to Secured Party securing a certain Commercial Revolving Line of Credit Note and Loan Agreement in the maximum principal amount of \$150,000.00 of even date herewith (" \$150,000.00 Note") or as otherwise permitted in the Authorization; Debtor is fully authorized to sell, transfer, pledge and/or grant a security interest in each and every item of the Collateral to Secured Party; all documents and agreements related to the Collateral shall be true and correct and in all respects what they purport to be; all signatures and endorsements that appear thereon shall be genuine, and all signatories and endorsers shall have full capacity to contract; none of the transactions underlying or giving rise to the Collateral shall violate any applicable state or federal laws or regulations; all documents relating to the Collateral shall be legally sufficient under such laws or regulations and shall be legally enforceable in accordance with their terms; and the Debtor agrees to defend the Collateral against the claims of all persons other than Secured Party.

n. Environmental, Health, Safety Laws. Debtor has not received any notice, order, petition or similar document in connection with or arising out of any violation of any environmental, health or safety law, regulation, rule or order, and Debtor knows of no basis for any claim of such violation or of any threat thereof.

6. Affirmative Covenants of the Debtor. Debtor covenants and agrees that, from the date hereof until full and final payment and Performance of all Obligations, Debtor shall:

a. Financial Information. Deliver to Secured Party (i) promptly upon Secured Party's request, such documentation and information about the Debtor's

financial condition, business and/or operations as Secured Party may, at any time and from time to time, request, including without limitation, (aa) review level financial statements of Debtor within one hundred twenty (120) days following the close of each fiscal year, prepared by a firm acceptable to Secured Party; (bb) quarterly management prepared financial statements of Debtor within forty-five (45) days following the close of each quarter, such statements to include necessary expense schedules; (cc) annual federal and state income tax returns of Debtor and all schedules thereto, prepared by a firm acceptable to Secured Party; (dd) personal financial statements of Blair A. Allen and William G. Allen, individual guarantors of the Note ("Individual Guarantors"), in form and content satisfactory to Secured Party, within seventeen (17) months of the date of the last statements delivered by Individual Guarantors to Secured Party; (ee) annual federal and state income tax returns of Individual Guarantors within one hundred twenty (120) days following the end of each calendar year; (ff) such financial statements and tax records of Direct Color Systems (Canada) Inc., corporate guarantor of the Note ("Corporate Guarantor"), as Secured Party may require; and (gg) quarterly aging reports of Debtor's accounts receivable and accounts payable and a listing of Debtor's Inventory and Equipment within fifteen (15) days of each quarter end, all of which shall be in form, scope and content satisfactory to Secured Party, in its sole discretion; and (ii) promptly upon becoming aware of any Event of Default or any occurrence which but for the giving of notice or the passage of time would constitute an Event of Default, notice thereof in writing.

b. Debt Service Coverage Ratio. Maintain a Debt Service Coverage Ratio (defined as earnings before interest, taxes and depreciation, minus distributions, minus unfinanced capital expenditures, divided by all annual principal and interest payments) of 1 : 1.25.

c. Tangible Net Worth. Maintain a tangible net worth (defined as Debtor's reported net worth minus all intangible assets plus Secured Party subordinated debt) not to exceed negative \$475,000.00 between the date hereof and December 31, 2005 and, thereafter, to improve its tangible net worth by a minimum of \$100,000.00 per annum measured each fiscal year end.

d. Insurance and Endorsement. Keep the Collateral and Debtor's other properties insured against loss or damage by fire and other hazards (so-called "All Risk" coverage) in amounts and with companies satisfactory to Secured Party to the same extent and covering such risks as is customary in the same or a similar business; maintain public liability coverage, including without limitation, products liability coverage, against claims for personal injuries or death; and maintain all worker's compensation, employment or similar insurance as may be required by applicable law. All insurance shall contain such terms, be in such form, and be for such periods satisfactory to Secured Party, and be written by such carriers duly licensed by the State of Connecticut and satisfactory to Secured Party. Without limiting the generality of the foregoing, such insurance

must provide that it may not be canceled without ten (10) days prior written notice to Secured Party. Debtor shall cause Secured Party to be endorsed as a loss payee with a long form Lender's Loss Payable Clause, in form and substance acceptable to Secured Party on all such insurance. In the event of a failure to provide and maintain insurance as herein provided, Secured Party may, at its option, provide such insurance and charge the amount thereof to the Debtor. The Debtor shall furnish to Secured Party certificates or other satisfactory evidence of compliance with the foregoing insurance provisions. The Debtor hereby irrevocably appoints Secured Party as its attorney-in-fact, coupled with an interest, to make proofs of loss and claims for insurance, and to receive payments of the insurance and execute all documents, checks and drafts in connection with payment of the insurance. Any Proceeds received by Secured Party shall be applied to the Obligations in such order and manner as Secured Party shall determine in its sole discretion, or shall be remitted to the Debtor, in either event at Secured Party's sole discretion.

e. Tax and Other Liens. Comply with all statutes and government regulations and pay all taxes (including withholdings), assessments, governmental charges or levies, or claims for labor, supplies, rent and other obligations made against it or its property which, if unpaid, might become a lien or charge against the Debtor or its properties.

f. Place of Business. Maintain its executive offices at the address set forth in the first paragraph of this Agreement.

g. Inspections. Upon reasonable notice and during normal business hours, allow Secured Party by or through any of their officers, and/or accountants designated by Secured Party, to enter the offices and plants of the Debtor to examine or inspect any of the properties, books and records or extracts therefrom relating to Debtor's financial or business conditions, to make copies of such books and records or extracts therefrom, and to discuss the affairs, finances and accounts thereof with the Debtor all at such reasonable times and as often as Secured Party or any such representative of Secured Party may reasonably request.

h. Litigation. Promptly advise Secured Party of the commencement or threat of litigation, including arbitration proceedings and any proceedings before any governmental agency which is instituted against the Debtor.

i. Maintenance of Existence. Maintain its existence as a State chartered limited liability company and comply with all valid and applicable statutes, rules and regulations, and maintain its properties in good repair, working order and operating condition. The Debtor shall immediately notify Secured Party of any event causing material loss in the value of its assets.

j. Collateral Duties. Do whatever Secured Party may request from time to time by way of obtaining, executing, delivering and filing U.S. Patent and Trademark Office notices, financing statements, assignments, landlord's or mortgagee's waivers, and other notices and amendments and renewals thereof, and take any and all steps and observe such formalities as Secured Party may request in order to create and maintain a valid and enforceable lien upon, pledge of, and second priority security interest in, any and all of the Collateral. Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction, without Debtor's signature, any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon request. All charges, expenses and fees Secured Party may incur in filing any of the foregoing, together with reasonable costs and expenses of any lien search required by Secured Party, and any taxes relating thereto, shall be charged to the Debtor and added to the Obligations.

k. Notice of Default. Provide to Secured Party, within one business day after becoming aware of the occurrence or existence of an Event of Default or a condition which would constitute an Event of Default but for the giving of notice or passage of time on both, notice in writing of such Event of Default or condition.

7. Negative Covenants of the Debtor. The Debtor covenants and agrees that, from the date hereof until full and final payment and performance of all Obligations, the Debtor shall not without the prior written consent of Secured Party:

a. Encumbrances. Incur or permit to exist any lien, mortgage, charge or other encumbrance against any of the Collateral (except as allowed in Section 5(m) above), whether now owned or hereafter acquired.

b. Consolidation or Merger. Merge into or consolidate with or into any entity or in any way change its existence from a State chartered limited liability company.

c. Change in Ownership. Change the ownership structure or interests of Debtor (except for sale of shares of Direct Color Systems (Canada) Inc. between Blair A. Allen and William G. Allen) during the term of the Loan.

d. Sale and Lease of Assets. Sell, lease or otherwise dispose of any of its assets, except for sales of inventory in the ordinary course of business.

e. Name Changes. Change its name or conduct its business under any trade name or style other than as set forth in this Agreement.

f. Maintenance of Collateral. Permit to incur or suffer any loss, theft, substantial damage or destruction of any of the Collateral which is not immediately replaced with Collateral of equal or greater value, or which is not fully covered by insurance, the proceeds of which shall have been endorsed over to Secured Party in accordance with Section 4(b) hereof.

g. Officer Debt. Incur debt to Blair A. Allen in excess of \$110,000.00 or to William G. Allen in excess of \$10,000.00 for reimbursable business expenses without the prior written consent of Secured Party.

8. Securities and Deposits. The Secured Party may, at any time following an Event of Default, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Whether or not any Obligations are due, the Secured Party may, following an Event of Default, demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from the Secured Party to the Debtor may at any time be applied to or set off against any of the Obligations then due and owing.

9. Notification to Account Debtors and Other Persons Obligated on Collateral. If an Event of Default shall have occurred, Debtor shall, at the request of the Secured Party:

a. Notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor;

b. Assign or endorse the accounts to Secured Party, and notify account debtors that the accounts have been assigned and should be paid directly to Secured Party;

c. Turn over to Secured Party all inventory returned in connection with any of the accounts;

d. Mark or stamp each of its individual ledger sheets or cards pertaining to its accounts with the legend "Assigned to Banknorth, N.A.", or to the then holder of the Note as applicable, and stamp or otherwise mark and keep its books, records, documents and instruments relating to the accounts in such manner as Secured Party may require; and

e. Mark or stamp all invoices with a legend satisfactory to Secured Party so as to indicate that the same should be paid directly to Secured Party.

Secured Party may itself, if an Event of Default shall have occurred, without notice to or demand upon the Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Debtor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Debtor as trustee for the Secured Party without commingling the same with other funds of the Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Obligations, such proceeds to be immediately entered after final payment in cash or other immediately available funds of the items giving rise to them.

10. Power of Attorney.

a. Appointment and Powers of Secured Party. Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

(i) Upon the occurrence of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve or

realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Debtor might do, including without limitation, (1) the filing and prosecuting of registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (2) upon written notice to the Debtor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities, and (3) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(ii) To the extent that the Debtor's authorization given is not sufficient, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements which may require the Debtor's signature.

b. Ratification by Debtor. To the extent permitted by law, Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

11. No Duty on Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

12. Rights of Secured Party. Upon the occurrence of any Event of Default, Secured Party shall have the right to declare all of the Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the Uniform Commercial Code or under any other applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom and the right to occupy the Debtor's premises for the purposes of liquidating Collateral, including without limitation, conducting an auction thereon. Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to Secured Party at a place to be designated by Secured

Party. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable attorneys' fees) and all other reasonable charges against the Collateral, the residue of the Proceeds of any such sale or disposition shall be applied to the payment of the Obligations in such order of priority as Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder, including without limitation, the proceeds from the collection of accounts, are insufficient to pay all of the Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the maximum rate allowable by law, and the costs and expenses of collection of such deficiency, including (to the extent permitted by law) without limitation, attorneys' fees, expenses and disbursements.

13. Right of Secured Party to Use and Operate Collateral. Etc. Upon the occurrence of any Event of Default, Secured Party shall have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same. Upon any such taking of possession, Secured Party may, from time to time, at the expense of the Debtor, make all such repairs, replacements, alterations, additions and improvements to the Collateral as Secured Party may deem proper. In any such case Secured Party shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtor in respect thereto as Secured Party shall reasonably deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as Secured Party may see fit; and Secured Party shall be entitled to collect and receive all issues, profits, fees, revenues and other income of the same and every part thereof. Such issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and attorneys' fees). The remainder of such issues, profits, fees, revenues and other income shall be applied to the payment of the Obligations in such order of priority as Secured Party shall determine. Without limiting the generality of the foregoing, Secured Party shall have the

right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

14. Events of Default. The Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions (herein individually called an "Event of Default" and collectively called "Events of Default");

- a. Failure to pay any part of the Obligations when due;
- b. Non-performance by Debtor of any agreement with, or any condition imposed by, Secured Party or SBA with respect to the Obligations, or any breach of any covenant, representation, or warranty given by Debtor in connection with the Obligations;
- c. Default under the \$150,000.00 Note or any document given to secure the \$150,000.00 Note;
- d. Secured Party's discovery of Debtor's failure in any application of Debtor to Secured Party or SBA to disclose any fact deemed by Secured Party to be material or of the making therein or in any of the said agreements, or in any affidavit or other documents submitted in connection with said application or the Obligations, of any misrepresentation by, on behalf of, or for the benefit of Debtor;
- e. The reorganization (other than a reorganization pursuant to any of the provisions of the Bankruptcy Reform Act of 1978, as amended), or merger or consolidation of the Debtor (or the making of any agreement therefor) without the prior written consent of Secured Party;
- f. Debtor's failure duly to account, to Secured Party's satisfaction, at such time or times as Secured Party may require, for any of the Collateral, or proceeds thereof, coming into the control of the Debtor; or
- g. The institution of any suit affecting the Debtor deemed by Secured Party to affect adversely its interest hereunder in the Collateral or otherwise.

15. Waivers. Etc. Debtor hereby waives presentment, demand, notice, protest and all other demands and notices in connection with this Agreement or the enforcement of Secured Party's rights hereunder or in connection with any Obligations

or any Collateral; consents to and waives notice of: (a) the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable of the Debtor; (b) substitution, release or surrender of any Collateral; (c) the addition or release of persons primarily or secondarily liable on any of the Obligations or on any account receivable or other Collateral; and (d) the acceptance of partial payments on any Obligations or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE STATE OF CONNECTICUT (OR UNDER THE LAWS OF ANY OTHER STATE IN WHICH ANY OF THE COLLATERAL MAY BE LOCATED), OR UNDER THE CONSTITUTION OF THE UNITED STATES OF AMERICA, TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO SECURED PARTY AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. THE DEBTOR'S WAIVERS UNDER THIS SECTION HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY, KNOWINGLY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS THEREOF.

16. Termination; Assignment, Etc. This Agreement and the security interest in the Collateral created hereby shall terminate when all of the Obligations have been paid and finally discharged in full. No waiver by Secured Party or by any other holder of the Obligations of any default shall be effective unless in writing signed by Secured Party nor shall any waiver granted on any one occasion operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment by Secured Party of all or any of the Obligations held by Secured Party, Secured Party may assign or transfer its respective rights and interests under this Agreement in whole or in part to the purchaser or purchasers of such Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights hereunder, and Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interests so assigned except that Secured Party shall be liable for damages suffered by the Debtor as a result of actions taken by Secured Party in bad faith or with willful misconduct.

17. Notices. Except as otherwise provided herein, notice to the Debtor or to Secured Party shall be deemed to have been sufficiently given or served for all purposes hereof if mailed by certified or registered mail, return receipt requested, as stated in the first paragraph of this Agreement.

18. Jury Waiver. DEBTOR HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF SECURED PARTY'S RIGHTS AND REMEDIES, INCLUDING WITHOUT LIMITATION, TORT CLAIMS. THE DEBTOR ACKNOWLEDGES THAT DEBTOR MAKES THIS WAIVER VOLUNTARILY, INTELLIGENTLY, KNOWINGLY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS THEREOF.

19. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon Secured Party and the Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and hereto on separate counterparts, each original, but all of which together shall constitute one instrument.

20. Governing Law. This Agreement shall be governed by laws of the State (but not its conflicts of provisions) and may not be amended except in writing. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:


a. When SBA is the holder of the Note, this document and all documents evidencing or securing this loan will be construed in accordance with federal law.

b. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower or defeat any claim of SBA with respect to this loan.

c. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

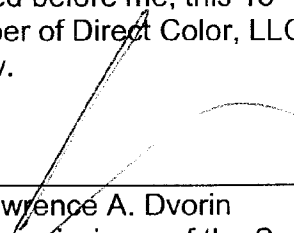
SIGNED this 13th day of May, 2005.

DIRECT COLOR, LLC

By 
Blair A. Allen
A Member, Duly Authorized

STATE OF CONNECTICUT)
) ss. Farmington
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me, this 13th day of May, 2005 by Blair A. Allen, individually and as a member of Direct Color, LLC, a Connecticut limited liability company, on behalf of the company.


Lawrence A. Dvorin
Commissioner of the Superior Court