

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Metpar Acquisition Corp. after merger, Metpar Corp. | | 09/23/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Fifth Third Bank | | |
| Street Address: | 38 Fountain Square Plaza | | |
| City: | Cincinnati | | |
| State/Country: | OHIO | | |
| Postal Code: | 45263 | | |
| Entity Type: | Bank: | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2378233 | MULTI-CAM | |
| Registration Number: | 2435603 | POLLY | |
| Registration Number: | 2598256 | COLOR CONNECTIONS | |
| Registration Number: | 2798393 | METPARDIRECT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (866)459-2899 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 202-783-2700 | | |
| Email: | pagodoa@federalresearch.com | | |
| Correspondent Name: | CBCInnovis dba Federal Research | | |
| Address Line 1: | 1030 Fifteenth Street, NW, Suite 920 | | |
| Address Line 2: | attn: Penelope J.A. Agodoa | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 | | |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa | | |

CH \$115.00 2378233

Signature:

/pja/

Date:

09/28/2005

Total Attachments: 6

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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, prior to the Merger, METPAR ACQUISITION CORP., a Delaware corporation, and following the Merger, METPAR CORP., a New York corporation, each located at 95 State Street, Westbury, New York 11590 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Fifth Third Bank ("Lender") pursuant to (i) a certain Credit Agreement, dated the date hereof, between Lender and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: September 23, 2005

Witness:

Maurice K. Jettles

METPAR ACQUISITION CORP.

By: John R. Lowden

Name: John R. Lowden
Its: President

Witness:

FIFTH THIRD BANK

By: _____

Name: John T. Penny
Its: Vice President

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, prior to the Merger, METPAR ACQUISITION CORP., a Delaware corporation, and following the Merger, METPAR CORP., a New York corporation, each located at 95 State Street, Westbury, New York 11590 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Fifth Third Bank ("Lender") pursuant to (i) a certain Credit Agreement, dated the date hereof, between Lender and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

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Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: September 23, 2005

Witness:

METPAR ACQUISITION CORP.

By: _____

Name: John R. Lowden

Its: President

Witness:

John R. Lowden

FIFTH THIRD BANK

By: John T. Penny

Name: John T. Penny

Its: Vice President

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated September 23, 2005, by and between, prior to the Merger, Metpar Acquisition Corp., and following the Merger, Metpar Corp., and Fifth Third Bank.

| <u>REGISTRATION NO. OR APPLICATION NO.</u> | <u>REGISTRATION OR FILING DATE</u> | <u>MARK</u> |
|--|------------------------------------|-------------------|
| 2,378,233 | 08/15/00 | Multi-Cam |
| 2,435,603 | 03/13/01 | Polly |
| 2,598,256 | 07/23/02 | Color Connections |
| 2,798,393 | 12/23/03 | METPARDIRECT |

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 22 day of September, 2005, before me personally came John R. Lowden, to me known, who, being by me duly sworn, did depose and say that he is the President of Metpar Acquisition Corp., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Neri M Calderon
Notary Public

NERI M. CALDERON
Notary Public, State of New York
No. 01CA6118625
Qualified in Kings County
Commission Expires Nov. 15, 2008

STATE OF MARYLAND)
 : ss.:
COUNTY OF BALTIMORE)

On this ____ day of September, 2005, before me personally came John T. Penny, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Fifth Third Bank, the financial institution described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said financial institution.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this ____ day of September, 2005, before me personally came John R. Lowden, to me known, who, being by me duly sworn, did depose and say that he is the President of Metpar Acquisition Corp., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF MARYLAND)
 : ss.:
COUNTY OF BALTIMORE)

On this 23 day of September, 2005, before me personally came John T. Penny, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Fifth Third Bank, the financial institution described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said financial institution.

Mary Erdelyi

Notary Public