

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
METPAR CORP.		09/23/2005	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	C3 CAPITAL LLC		
<b>Street Address:</b>	4520 Main Street		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64111		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2378233	MULTI-CAM	
Registration Number:	2435603	POLLY	
Registration Number:	2598256	COLOR CONNECTIONS	
Registration Number:	2798393	METPARDIRECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-701-7237		
<b>Email:</b>	cdore@mayerbrownrowe.com		
<b>Correspondent Name:</b>	Christopher Dore		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 2:</b>	Mayer Brown Rowe & Maw LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-4637		
<b>NAME OF SUBMITTER:</b>	Christoher Dore		

OP \$115.00 2378233

Signature:	/Christopher Dore/
Date:	01/23/2006
<p><b>Total Attachments: 17</b></p> <p>source=Untitled_new70#page1.tif source=Untitled_new70#page2.tif source=Untitled_new70#page3.tif source=Untitled_new70#page4.tif source=Untitled_new70#page5.tif source=Untitled_new70#page6.tif source=Untitled_new70#page7.tif source=Untitled_new70#page8.tif source=Untitled_new70#page9.tif source=Untitled_new70#page10.tif source=Untitled_new70#page11.tif source=Untitled_new70#page12.tif source=Untitled_new70#page13.tif source=Untitled_new70#page14.tif source=Untitled_new70#page15.tif source=Untitled_new70#page16.tif source=Untitled_new70#page17.tif</p>	

**TRADEMARK COLLATERAL SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made on the 23<sup>rd</sup> day of September, 2005, by and between, METPAR CORP., a New York corporation, having a mailing address at 95 State Street, Westbury, New York 11590 ("Debtor") and C3 CAPITAL LLC, a Delaware limited liability company (in such capacity, together with its successors and assigns, the "Noteholder Collateral Manager"), having a mailing address at 4520 Main Street, Suite 1600, Kansas City, Missouri 64111.

**BACKGROUND**

Debtor and Noteholder Collateral Manager have entered into a Securities Purchase Agreement dated as of the date hereof (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Securities Purchase Agreement") with Metpar Industries, Inc., a Delaware corporation, JZ Equity Partners PLC, a public limited liability company incorporated in England and Wales under the Companies Act (1985) ("JZEP") and C3 Capital Partners, LP, as Purchasers (collectively, with each of their permitted successors and assigns, the "Noteholders") and JZEP, as Designated Noteholder. In order to induce Noteholders to execute and deliver the Securities Purchase Agreement, Debtor has agreed to execute and deliver to Noteholder Collateral Manager this Agreement.

NOW, THEREFORE, in consideration of the premises, Debtor and Noteholder Collateral Manager hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Securities Purchase Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean the trademark license agreements of Debtor designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body,

authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Trademarks” shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Debtor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Debtor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Debtor hereby grants and conveys to Noteholder Collateral Manager, for the benefit of itself, the Designated Noteholder and each Noteholder, a security interest in and to (a) the entire right, title and interest of Debtor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Debtor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Debtor’s right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all Accounts, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Debtor to terminate any such License or to perform and to exercise all remedies thereunder); and,

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the “Collateral.”

The security interest granted hereunder has been granted as a supplement to, and not in limitation of, the security interest granted to the Noteholder Collateral Manager, for the benefit of itself, the Designated Noteholder and each Noteholder, under the Security Agreement.

3. Representations and Warranties. Debtor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Debtor's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons), except for the Licenses disclosed on Schedule I attached hereto;

(e) Debtor has the right to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right of Inspection. Debtor hereby grants to Noteholder Collateral Manager and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Debtor shall use its best efforts to do any and all acts required by Noteholder Collateral Manager to ensure Debtor's compliance with paragraph 3(g) above.

5. New Trademarks.

(a) If, before the Obligations shall have been irrevocably paid in full, Debtor shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Debtor shall give Noteholder Collateral Manager prompt written notice thereof.

(b) Debtor grants Noteholder Collateral Manager a power-of-attorney, irrevocable so long as the Securities Purchase Agreement is in existence, to modify this Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement.

6. Covenants. Debtor covenants and agrees with Noteholder Collateral Manager that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Noteholder Collateral Manager, Debtor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Noteholder Collateral Manager may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Debtor also hereby authorizes Noteholder Collateral Manager to file any such financing or continuation statement without the signature of Debtor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Noteholder Collateral Manager hereunder, duly endorsed in a manner satisfactory to Noteholder Collateral Manager.

(b) Maintenance of Trademarks. Debtor will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Noteholder Collateral Manager immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Debtor shall take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

(c) Indemnification. (A) Debtor assumes all responsibility and liability arising from the use of the Trademarks, and Debtor hereby indemnifies and holds Noteholder Collateral Manager harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Debtor's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Noteholder Collateral Manager under any License for any sum owing thereunder, or to enforce any provisions of such License, Debtor will indemnify and keep Noteholder Collateral Manager harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Debtor, and all such obligations of Debtor shall be and remain enforceable against and only against Debtor and shall not be enforceable against Noteholder Collateral Manager.

(d) Limitation of Liens on Collateral. Debtor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral other than Permitted Liens, and will defend the right, title and interest of Noteholder Collateral Manager in

and to any of Debtor's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Debtor will not amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral.

(f) Notices. Debtor will advise Noteholder Collateral Manager promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Noteholder Collateral Manager.

(h) Exercise of Rights; Delivery of Notices. Debtor shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Noteholder Collateral Manager a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

7. Noteholder Collateral Manager's Appointment as Attorney-in-Fact.

(a) Debtor hereby irrevocably constitutes and appoints Noteholder Collateral Manager and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in Noteholder Collateral Manager's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Noteholder Collateral Manager the power and right, on behalf of Debtor, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Debtor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Noteholder Collateral Manager for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or

any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Noteholder Collateral Manager or as Noteholder Collateral Manager shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Noteholder Collateral Manager may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Noteholder Collateral Manager were the absolute owner thereof for all purposes, and to do, at Noteholder Collateral Manager's option all acts and things which Noteholder Collateral Manager deems necessary to protect, preserve or realize upon the Collateral and Noteholder Collateral Manager's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Debtor further agrees to execute any additional documents which Noteholder Collateral Manager may require in order to confirm this power of attorney, or which Noteholder Collateral Manager may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Noteholder Collateral Manager hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Noteholder Collateral Manager shall be accountable only for 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 Debtor for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(d) Debtor also authorizes Noteholder Collateral Manager to execute, in connection with the sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Debtor shall execute and deliver to Noteholder Collateral Manager, in the form of Exhibit I hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.



9. Performance by Noteholder Collateral Manager of Debtor's Obligations.

If Debtor fails to perform or comply with any of its agreements contained herein and Noteholder Collateral Manager, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Noteholder Collateral Manager incurred in connection with such performance or compliance shall be payable by Debtor to Noteholder Collateral Manager on demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Debtor under or in connection with any of the Collateral shall be held by Debtor in trust for Noteholder Collateral Manager, shall be segregated from other funds of Debtor and shall forthwith upon receipt by Debtor, be turned over to Noteholder Collateral Manager, in the same form as received by Debtor (duly indorsed by Debtor to Noteholder Collateral Manager, if required); and

(ii) Any and all such payments so received by Noteholder Collateral Manager (whether from Debtor or otherwise) may, in the sole discretion of Noteholder Collateral Manager, be held by Noteholder Collateral Manager as collateral security for, and/or then or at any time thereafter applied in whole or in part by Noteholder Collateral Manager against all or any part of the Obligations in such order as Noteholder Collateral Manager shall elect. Any balance of such payments held by Noteholder Collateral Manager and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Noteholder Collateral Manager may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Noteholder Collateral Manager is entitled. Debtor shall also be liable for the reasonable fees of any attorneys employed by Noteholder Collateral Manager to collect any such deficiency and also as to any reasonable attorneys' fees incurred by Noteholder Collateral Manager with respect to the collection of any of the Obligations and the enforcement of any of Noteholder Collateral Manager's respective rights hereunder.

11. Termination. At such time as the Obligations are irrevocably satisfied in full and the Credit Agreement is irrevocably terminated, this Agreement shall terminate and Noteholder Collateral Manager shall execute and deliver to Debtor all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Debtor full title to the Trademarks, subject to any disposition thereof which may have been made by Noteholder Collateral Manager pursuant hereto.

12. Notices. Any notice to Noteholder Collateral Manager or Debtor under this Agreement shall be given in the manner and to the parties designated in the Credit Agreement.

13. No Waiver. No course of dealing between Debtor and Noteholder Collateral Manager, nor any failure to exercise, nor any delay in exercising, on the part of Noteholder Collateral Manager, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Noteholder Collateral Manager's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Noteholder Collateral Manager, all future holders of the Obligations and their respective successors and assigns, except that Debtor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Noteholder Collateral Manager.

18. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio.

19. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

20. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

21. Security Interest Absolute. All rights of Noteholder Collateral Manager

and the security interest hereunder, and all obligations of debtor hereunder, shall be absolute and unconditional irrespective of:

(a) any invalidity or unenforceability in whole or in part of the Securities Purchase Agreement or any other Purchase Document;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Purchase Documents;

(c) any exchange, release or non-perfection of any Collateral, or any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or discharge of, Debtor or a third party guarantor.

22. Intercreditor Agreement.

(a) The Liens granted hereunder in favor of Noteholder Collateral Manager for the benefit of the Designated Noteholder and each Noteholder in respect of the Collateral and the exercise of any right related thereto thereby shall be subject, in each case, to the terms of the Subordination and Intercreditor Agreement.

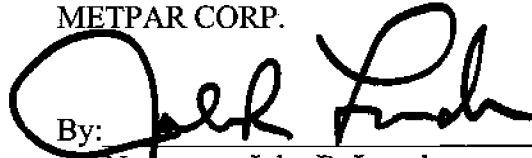
(b) In the event of any direct conflict between the express terms and provisions of this Agreement and of the Subordination and Intercreditor Agreement, the terms and provisions of the Subordination and Intercreditor Agreement shall control until the payment in full in cash of the Fifth Third Facility Debt (as defined in the Subordination and Intercreditor Agreement) and the irrevocable termination of the Fifth Third Facility Loan Agreement (as defined in the Subordination and Intercreditor Agreement) shall have occurred.

Notwithstanding anything to the contrary herein, any provision hereof that requires Debtor to (i) deliver any Collateral (as defined in the Subordination and Intercreditor Agreement) to Noteholder Collateral Manager or (ii) provide that Noteholder Collateral Manager have control over such Collateral may be satisfied by (A) the delivery of such Collateral by Debtor to Fifth Third Bank ("Fifth Third") and Noteholder Collateral Manager for the benefit of the Designated Noteholder and the Noteholders pursuant to Section 5.8 of the Subordination and Intercreditor Agreement and (B) providing that Fifth Third be provided with control with respect to such Collateral of Debtor for and Noteholder Collateral Manager for the benefit of Noteholder Collateral Manager pursuant to Section 5.8 of the Subordination and Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

DEBTOR:

METPAR CORP.

By:   
Name: John R. Lowden  
Title: President

NOTEHOLDER COLLATERAL MANAGER

C3 CAPITAL LLC

By: \_\_\_\_\_  
Name: Robert L. Smith Jr.  
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

DEBTOR:

METPAR CORP.

By: \_\_\_\_\_  
Name: John R. Lowden  
Title: President

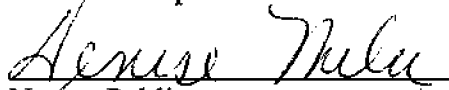
NOTEHOLDER COLLATERAL MANAGER

C3 CAPITAL LLC

By: R. L. Smith Jr.  
Name: Robert L. Smith Jr.  
Title: Authorized Signatory

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

On the 22<sup>nd</sup> day of September, 2005, before me personally came John R. Lowden to me known, who being by me duly sworn, did depose and say he is the President of Metpar 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  
My Commission Expires:

**DENISE MILES**  
Notary Public, State of New York  
No. 01MI5065211  
Qualified in Queens County  
Commission Expires September 3, 2006

STATE OF MISSOURI     )  
  ):     ss.:  
COUNTY OF CLAY     )

Before me, the undersigned, on this 21st day of September, 2005, personally appeared Robert L. Smith Jr., to me known personally, and who being by me duly sworn, deposes and says that he is the Manager of C3 Capital LLC, and that he was authorized to sign his name thereto.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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

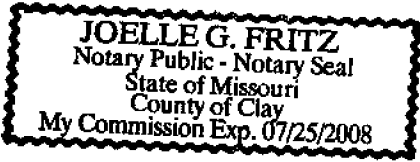
On the \_\_\_\_ day of September, 2005, before me personally came John R. Lowden to me known, who being by me duly sworn, did depose and say he is the President of Metpar Corp., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the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

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF MISSOURI    )  
                                  ):    ss.:  
COUNTY OF CLAY     )

Before me, the undersigned, on this 21st day of September, 2005, personally appeared Robert L. Smith Jr., to me known personally, and who being by me duly sworn, deposes and says that he is the Manager of C3 Capital LLC, and that he was authorized to sign his name thereto.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



SCHEDULE A

<u>Registration or Application No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>	<u>Mark</u>
2,378,233	USA	08/15/00	Multi-Cam
2,435,603	USA	03/13/01	Polly
2,598,256	USA	07/23/02	Color Connections
2,798,393	USA	12/23/03	METPARDIRECT



SCHEDULE I

LICENSES

None.

EXHIBIT I

SPECIAL POWER OF ATTORNEY

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that, METPAR CORP., a New York corporation, each with its principal office at 95 State Street, Westbury, New York 11590 ("Debtor"), pursuant to a Trademark Collateral Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), hereby appoints and constitutes C3 Capital LLC, with offices at 4520 Main Street, Suite 1600, Kansas City, Missouri 64111 (in such capacity, together with its successors and assigns, the "Noteholder Collateral Manager"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the Trademarks listed on Schedule A of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Noteholder Collateral Manager may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated: September 23, 2005

METPAR CORP.

By: \_\_\_\_\_  
Name:  
Title:

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

On the \_\_\_\_ day of September, 2005, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say he is the \_\_\_\_\_ of Metpar 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  
My Commission Expires: