TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
X-Rite, Incorporated		01/31/2006	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1916226	COLORMAIL

CORRESPONDENCE DATA

Fax Number: (213)891-8763
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-485-1234
Email: deborah.taylor@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 633 West 5th Street Ste 4000
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	038611-0044
NAME OF SUBMITTER:	Deborah Taylor
Signature:	/Deborah Taylor/
Date:	02/01/2006

OP $40.00 1916226

Total Attachments: 13
source=Xrite-TM 2nd#page1.tif
source=Xrite-TM 2nd#page2.tif
source=Xrite-TM 2nd#page3.tif
source=Xrite-TM 2nd#page4.tif
source=Xrite-TM 2nd#page5.tif
source=Xrite-TM 2nd#page6.tif
source=Xrite-TM 2nd#page7.tif
source=Xrite-TM 2nd#page8.tif
source=Xrite-TM 2nd#page9.tif
source=Xrite-TM 2nd#page10.tif
source=Xrite-TM 2nd#page11.tif
source=Xrite-TM 2nd#page12.tif
source=Xrite-TM 2nd#page13.tif

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

Trademark Security Agreement (Second Lien), dated as of January 31, 2006 (as amended, restated, amended and restated or otherwise modified, the "Trademark Security Agreement"), between each of **X-RITE, INCORPORATED**, a Michigan corporation, **LABSPHERE, INC.**, a New Hampshire corporation, **OTP, INCORPORATED**, a Michigan corporation, **MONACO ACQUISITION COMPANY**, a Michigan corporation, **X-RITE GLOBAL, INCORPORATED**, a Michigan corporation, **X-RITE HOLDINGS, INC.**, a Michigan corporation, (each a "Grantor" and collectively, "the Grantors") and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Grantors are party to a Pledge and Security Agreement (Second Lien) dated as of January ___, 2006 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any

of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

TRADEMARK
REEL: 003238 FRAME: 0482

In Witness Whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

X-RITE, INCORPORATED,
as Grantor

By:_____
Name:
Title:

LABSPHERE, INC.,
as Grantor

By:_____
Name:
Title:

OTP, INCORPORATED,
as Grantor

By:_____
Name:
Title:

MONACO ACQUISITION COMPANY,
as Grantor

By:_____
Name:
Title:

X-RITE GLOBAL, INCORPORATED,
as Grantor

By: _____
Name:
Title:

X-RITE HOLDINGS, INC.,
as Grantor

By: _____
Name:
Title:

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: _____
Name: William W. Archer
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

X-RITE, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS

X-Rite, Inc. Trademark Registrations:

OWNER	REGISTRATION NO.	COUNTRY	TRADEMARK
X-Rite, Incorporated	388054	Benelux	X-RITE
X-Rite, Incorporated	818126981	Brazil	X-RITE
X-Rite, Incorporated	**TMA**537900	Canada	COLORTRON
X-Rite, Incorporated	**TMA**502816	Canada	PROFILE FACTORY
X-Rite, Incorporated	**TMA**283706	Canada	X-RITE
X-Rite, Incorporated	3603040	China (People's Republic)	X (LOGO)
X-Rite, Incorporated	3039044	China (People's Republic)	X-RITE
X-Rite, Incorporated	3039042	China (People's Republic)	X-RITE (CHINESE SIMPLIFIED)
X-Rite, Incorporated	3039043	China (People's Republic)	X-RITE (CHINESE TRADITIONAL)
X-Rite, Incorporated	VR 1983 03687	Denmark	X-RITE
X-Rite, Incorporated	002911675	European Community	CARFLASH
X-Rite, Incorporated	002135622	European Community	COHERIX
X-Rite, Incorporated	000171249	European Community	COLORTRON
X-Rite, Incorporated	003012879	European Community	HOLOVISION
X-Rite, Incorporated	003952132	European Community	INTELLITRAX
X-Rite, Incorporated	**000171140**	**European Community**	**LIGHT SOURCE**
X-Rite, Incorporated	003646049	European Community	MATCHRITE
X-Rite, Incorporated	003724622	European Community	MATCHSTIK
X-Rite, Incorporated	00171165	European Community	OFOTO
X-Rite, Incorporated	002302495	European Community	OPTRONIK AND DESIGN
X-Rite, Incorporated	003951001	European Community	PATHFINDER

OWNER	REGISTRATION NO.	COUNTRY	TRADEMARK
X-Rite, Incorporated	003950995	European Community	PULSE
X-Rite, Incorporated	002300614	European Community	TELEFLASH
X-Rite, Incorporated	003231651	European Community	X (LOGO)
X-Rite, Incorporated	003286879	European Community	X-RITEDOT
X-Rite, Incorporated	**94539901**	**France**	**COLORTRON**
X-Rite, Incorporated	**92431582**	**France**	**LIGHT SOURCE**
X-Rite, Incorporated	**92431581**	**France**	**OFOTO**
X-Rite, Incorporated	94539901	France	COLORTRON
X-Rite, Incorporated	1591869	France	X-RITE
X-Rite, Incorporated	30074130	Germany	CARFLASH
X-Rite, Incorporated	**2911630**	**Germany**	**COLORTRON**
X-Rite, Incorporated	**2024559**	**Germany**	**LIGHT SOURCE**
X-Rite, Incorporated	**2037288**	**Germany**	**OFOTO**
X-Rite, Incorporated	2911630	Germany	COLORTRON
X-Rite, Incorporated	1054602	Germany	X-RITE
X-Rite, Incorporated	74360	Greece	X-RITE
X-Rite, Incorporated	300035081	Hong Kong	X (LOGO)
X-Rite, Incorporated	B00035/2003	Hong Kong	X-RITE
X-Rite, Incorporated	B10901/2003	Hong Kong	X-RITE (CHINESE SIMPLIFIED)
X-Rite, Incorporated	B11063/2003	Hong Kong	X-RITE (CHINESE TRADITIONAL)
X-Rite, Incorporated	300054198	Hong Kong	X-RITEDOT
X-Rite, Incorporated	109232	Ireland	X-RITE
X-Rite, Incorporated	455016	Italy	X-RITE
X-Rite, Incorporated	4643445	Japan	COHERIX
X-Rite, Incorporated	4689343	Japan	HOLOMAPPER
X-Rite, Incorporated	4695487	Japan	HOLOVISION
X-Rite, Incorporated	4808952	Japan	INTELLITRAX
X-Rite, Incorporated	4787707	Japan	MATCHRITE

OWNER	REGISTRATION NO.	COUNTRY	TRADEMARK
X-Rite, Incorporated	4816082	Japan	MATCHSTIK
X-Rite, Incorporated	**3029002**	**Japan**	**OFOTO**
X-Rite, Incorporated	4182811	Japan	PROFILE FACTORY
X-Rite, Incorporated	4227590	Japan	SPECTROCALIBRATOR
X-Rite, Incorporated	4896876	Japan	SPECTROSYNC
X-Rite, Incorporated	4776248	Japan	X (LOGO)
X-Rite, Incorporated	4775416	Japan	X-RITE
X-Rite, Incorporated	4674637	Japan	X-RITE (IN KATAKANA CHARACTERS)
X-Rite, Incorporated	**2707554**	**Japan**	**X-RITE**
X-Rite, Incorporated	4746776	Japan	X-RITEDOT
X-Rite, Incorporated	852984	Mexico	INTELLITRAX
X-Rite, Incorporated	844333	Mexico	MATCHRITE
X-Rite, Incorporated	852286	Mexico	MATCHSTIK
X-Rite, Incorporated	**861562**	**Mexico**	**SLINGSHOT**
X-Rite, Incorporated	852287	Mexico	SPECTROSYNC
X-Rite, Incorporated	854333	Mexico	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	190314	Norway	PROFILE FACTORY
X-Rite, Incorporated	116838	Norway	X-RITE
X-Rite, Incorporated	**1745533**	**Spain**	**LIGHT SOURCE**
X-Rite, Incorporated	**1745532**	**Spain**	**OFOTO**
X-Rite, Incorporated	196343	Sweden	X-RITE
X-Rite, Incorporated	446874	Switzerland	PROFILE FACTORY
X-Rite, Incorporated	**1578537**	**United Kingdom**	**OFOTO**
X-Rite, Incorporated	1193680	United Kingdom	X-RITE
X-Rite, Incorporated	1193681	United Kingdom	X-RITE
X-Rite, Incorporated	1193682	United Kingdom	X-RITE
X-Rite, Incorporated	2,903,948	USA	ACUGLOSS

OWNER	REGISTRATION NO.	COUNTRY	TRADEMARK
X-Rite, Incorporated	1,950,775	USA	C (AND DESIGN)
X-Rite, Incorporated	2,606,201	USA	COLORDESIGNER
X-Rite, Incorporated	1,916,226	USA	COLORMAIL
X-Rite, Incorporated	2,673,131	USA	COLORMAIL EXPRESS
X-Rite, Incorporated	2,792,985	USA	DIGITAL STYLE AND DESIGN
X-Rite, Incorporated	1,937,127	USA	DIGITAL SWATCHBOOK
X-Rite, Incorporated	2,768,208	USA	E-Z-COLOR
X-Rite, Incorporated	2,552,403	USA	FORMULATION MASTER
X-Rite, Incorporated	1,919,420	USA	MATCHRITE
X-Rite, Incorporated	**2,288,749**	**USA**	**MATCHRITE DESIGN**
X-Rite, Incorporated	1,982,081	USA	MONITOR OPTIMIZER
X-Rite, Incorporated	1,916,225	USA	PAINT-MASTER
X-Rite, Incorporated	3,021,994	USA	PATHFINDER
X-Rite, Incorporated	1,927,661	USA	PLASTIC-MASTER
X-Rite, Incorporated	1,806,684	USA	QA-MASTER
X-Rite, Incorporated	2,599,412	USA	SHADEVISION
X-Rite, Incorporated	3,006,601	USA	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	2,622,225	USA	TELEFLASH
X-Rite, Incorporated	1,927,662	USA	TEXTILE-MASTER
X-Rite, Incorporated	2,938,921	USA	VERICOLOR
X-Rite, Incorporated	2,554,104	USA	VUE-RITE
X-Rite, Incorporated	2,861,631	USA	X (LOGO)
X-Rite, Incorporated	1,232,506	USA	X-RITE
X-Rite, Incorporated	2,633,240	USA	X-RITE
X-Rite, Incorporated	721,938	USA	X-RITE
X-Rite, Incorporated	1,948,575	USA	X-RITECOLOR
X-Rite, Incorporated	2,662,907	USA	X-RITECOLOR MASTER

OWNER	REGISTRATION NO.	COUNTRY	TRADEMARK
X-Rite, Incorporated	2,861,597	USA	X-RITEDOT
X-Rite, Incorporated	1,661,580	USA	X-SCAN

X-Rite, Inc. Trademark Applications:

OWNER	APPLICATION NO.	COUNTRY	TRADEMARK
X-Rite, Incorporated	826811914	Brazil	INTELLITRAX
X-Rite, Incorporated	826230083	Brazil	MATCHRITE
X-Rite, Incorporated	826811906	Brazil	MATCHSTIK
X-Rite, Incorporated	826811922	Brazil	PATHFINDER
X-Rite, Incorporated	826810497	Brazil	PULSE
X-Rite, Incorporated	826811264	Brazil	SPECTROSYNC
X-Rite, Incorporated	826816223	Brazil	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	825765838	Brazil	X (LOGO)
X-Rite, Incorporated	825791847	Brazil	X-RITEDOT
X-Rite, Incorporated	1181815	Canada	X (LOGO)
X-Rite, Incorporated	1185879	Canada	X-RITEDOT
X-Rite, Incorporated	4192770	China (People's Republic)	INTELLITRAX
X-Rite, Incorporated	3899159	China (People's Republic)	MATCHRITE
X-Rite, Incorporated	4192776	China (People's Republic)	MATCHSTIK
X-Rite, Incorporated	4192775	China (People's Republic)	PATHFINDER
X-Rite, Incorporated	4192773	China (People's Republic)	PULSE
X-Rite, Incorporated	4192772	China (People's Republic)	SPECTROSYNC
X-Rite, Incorporated	4192771	China (People's Republic)	STREAMLINED COLOR MANAGEMENT

OWNER	APPLICATION NO.	COUNTRY	TRADEMARK
X-Rite, Incorporated	3651583	China (People's Republic)	X-RITEDOT
X-Rite, Incorporated	003951803	European Community	SPECTROSYNC
X-Rite, Incorporated	2004-74139	Japan	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	669238	Mexico	PULSE
X-Rite, Incorporated	78/389,086	USA	INTELLITRAX
X-Rite, Incorporated	78/388,401	USA	MATCHSTIK
X-Rite, Incorporated	78/400,768	USA	PULSE
X-Rite, Incorporated	78/368,873	USA	SPECTROSYNC
X-Rite, Incorporated	78/585,104	USA	VERICOLOR SOLO

CHI99 4584061-1.069453.0025

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

LABSPHERE, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS

Labsphere, Inc. Trademark Registrations:

OWNER	REGISTRATION NO.	COUNTRY	TRADEMARK
Labsphere, Inc.	2,388,988	USA	DURAFLECT
Labsphere, Inc.	2,216,044	USA	INFRAGOLD
Labsphere, Inc.	1,357,706	USA	LABSPHERE
Labsphere, Inc.	2,870,230	USA	OMNICALC
Labsphere, Inc.	2,698,397	USA	OMNILED
Labsphere, Inc.	2,410,978	USA	OPTOBLACK
Labsphere, Inc.	2,214,176	USA	SPECTRAFLECT
Labsphere, Inc.	2,184,061	USA	SPECTRALON

Labsphere, Inc. State Trademark Registration:

OWNER	REGISTRATION NO.	STATE	TRADEMARK
Labsphere, Inc.	93208	NEW HAMPSHIRE	OPTABLACK

CHI99 4584064-1.069453.0025