

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
Calumet Photographic, Inc.		02/24/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Royal Bank of Scotland PLC
Street Address:	St. Philip's Place
Internal Address:	Corporate and Structured Finance, 6th Floor
City:	Birmingham
State/Country:	UNITED KINGDOM
Postal Code:	B3 2RB
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	806351	C
Registration Number:	802688	CALTAR
Registration Number:	806704	CALUMET
Registration Number:	1672499	
Registration Number:	1836069	TURBOFILTER

CORRESPONDENCE DATA

Fax Number: (202)639-7003
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-639-7328
 Email: wadeki@ffhsj.com
 Correspondent Name: Fried Frank Harris Shriver Jacobson LLP
 Address Line 1: 1001 Pennsylvania Ave. NW
 Address Line 2: Attn: Kimberly J. Wade
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

OP \$140.00 806351

ATTORNEY DOCKET NUMBER:

5744-3

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kimberly J. Wade

Signature:

/Kimberly J. Wade/

Date:

03/15/2006

Total Attachments: 7

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**Grant of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Calumet Photographic, Inc., a Delaware corporation ("Grantor"), with offices at 890 Supreme Drive, Bensenville, IL 60106, hereby confirms the grant, and to the extent not already created, grants to The Royal Bank of Scotland PLC, a company incorporated in Scotland, as Security Trustee (as defined in the Security Agreement), and all successors and permitted assigns of the Security Trustee (the "Grantee"), a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each United States trademark, trademark registration and trademark application (but excluding in all cases all intent-to-use United States trademark applications until and unless an amendment to allege use or statement of use has been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each trademark license, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

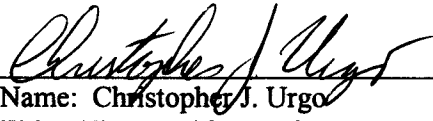
THIS SECURITY INTEREST has been granted in conjunction with the security interests granted to the Grantee pursuant to the Pledge and Security Agreement, dated February __, 2006, made by the Grantor, in favor of the Grantee, as such document may be amended, modified or supplemented from time to time (the "Security Agreement").

The rights and remedies of the Grantee with respect to the security interest described herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officers as of the day and year first above written.

By: Calumet Photographic, Inc., as Grantor

The Royal Bank of Scotland PLC, as Security
Trustee and Grantee

By: 
Name: Christopher J. Uργο
Title: Vice President and Secretary

By: _____
Name:
Title:

STATE OF Illinois)
)
County OF DuPage)

The foregoing instrument was acknowledged before me this 24th day of February, 2006 by Christopher J. Urgan as Vice President, Secretary on behalf of Calumet Photographic, Inc., a Delaware corporation.

My commission expires: 9-11-06

[Notarial Seal]

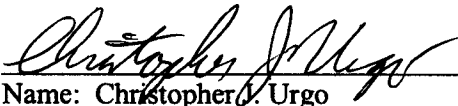
Mary K Heitz
Notary Public



IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officers as of the day and year first above written.

By: Calumet Photographic, Inc., as Grantor

The Royal Bank of Scotland PLC, as Security
Trustee and Grantee

By: 
Name: Christopher J. Urgo
Title: Vice President and Secretary

By: _____
Name:
Title:

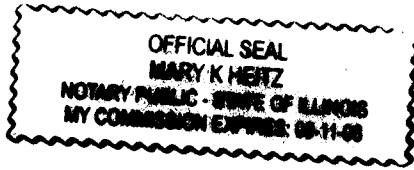
STATE OF Illinois)
)
County OF DuPage)

The foregoing instrument was acknowledged before me this 24th day of February, 2006 by Christopher J. URGO as Vice President, Secretary on behalf of Calumet Photographic, Inc., a Delaware corporation.

My commission expires: 9-11-06

[Notarial Seal]

Mary K. Hertz
Notary Public



**Schedule A to Grant of Security Interest
in United States Patents and Trademarks**

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Filing Date</u>	<u>Issue Title</u>	<u>Country</u>	<u>Patent Holder</u>
5,029,309	04/11/90	Photographic Exposure Control Apparatus And Method	United States	Calumet Photographic, Inc.
5,034,761	10/19/90	Photographic Exposure Control Apparatus And Method	United States	Calumet Photographic, Inc.
5,228,765	11/20/91	Movable Light Projector	United States	Calumet Photographic, Inc.
5,331,361	07/15/92	Synchronized Filter Device	United States	Calumet Photographic, Inc.
D350410	09/02/92	Photographic Light Boom	United States	Calumet Photographic, Inc.

PATENT LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number(s)</u>	<u>Date</u>
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None

**Schedule B to Grant of Security Interest
in United States Patents and Trademarks**

TRADEMARKS

Registration No.	Country	Registration Date	Mark
806,351	United States	03/29/66	C and Design
802,688	United States	01/25/66	CALTAR
806,704	United States	04/05/66	CALUMET
1,672,499	United States	01/21/92	Miscellaneous Design
1,836,069	United States	05/10/94	TURBOFILTER

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
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None

TRADEMARK LICENSES

None