

05-31-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

RECO 103218598
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-31-06

1. Name of conveying party(ies):
THE COLORMATRIX CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Ohio

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 24, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: 201 Merritt 7

City: Norwalk

State: Connecticut

Country: USA Zip: 06856

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,090,812 2,090,824

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: linda.kastner@tw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Linda R. Kastner _____ May 30, 2006
Signature Date

06/01/2006 DBYRNE 00000033 2090812

01 FC:8521 40.00 Linda R. Kastner
02 FC:8522 25.00 Name of Person Signing
03 FC:8523 120.00

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

65E
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 24, 2006, is between The ColorMatrix Corporation, an Ohio corporation ("Grantor"), and General Electric Capital Corporation, a Delaware corporation (the "Grantee"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Grantor owns certain Trademarks, including, without limitation, the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, ColorMatrix Acquisition Co., Inc. ("US Borrower"), ColorMatrix UK Holdings Limited ("European Borrower," and together with the US Borrower, the "Borrowers") and the other Credit Parties (as defined therein) have entered into a Credit Agreement dated as of May 24, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with General Electric Capital Corporation, as US agent ("US Agent"), GE Corporate Finance Bank SAS, as European Agent ("European Agent") and the Lenders (as defined therein) (US Agent, European Agent and Lenders are collectively referred to herein as the "Beneficiaries"), providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of itself and the other Beneficiaries a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks as defined in the Security Agreement, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Liabilities (as defined in the Security Agreement); and

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license; and

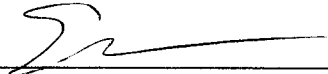
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1**, or (b) injury to the goodwill associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent any provisions of this Agreement and the Security Agreement or Credit Agreement conflict, the provisions of the Security Agreement or Credit Agreement will govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 24 day of May, 2006.

THE COLORMATRIX CORPORATION

By: 
Name: Steven R. Loose
Title: Vice President

[Signature Page to Trademark Security Agreement]

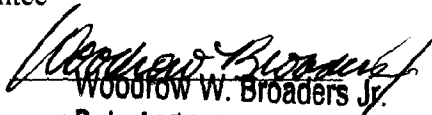
Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Grantee

By:

Name:


Title:


Woodrow W. Broaders Jr.
Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
COLORMATRIX	2,090,812	8/26/1997
	2,090,824	8/26/1997

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>DATE</u>
COLORMATRIX	CTM	569087	

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.