

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chartpak, Inc.		09/15/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	1133 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	78476295	ACADEMY
Registration Number:	0508554	"THALO"
Registration Number:	1184354	PRE-TESTED
Registration Number:	1293655	ACADEMY
Registration Number:	1329158	GRUMBACHER
Registration Number:	1457405	GOLDEN EDGE
Registration Number:	0158693	GAINSBOROUGH
Registration Number:	1884477	FINEST
Registration Number:	2086880	GRUMBACHER ARTIST PEN
Registration Number:	2195843	MAX2
Registration Number:	2357320	BRISTLETTE
Registration Number:	2440765	MAX GRUMBACHER
Registration Number:	0513358	"GAINSBOROUGH"

**CORRESPONDENCE DATA**

**900062386**

**TRADEMARK  
 REEL: 003426 FRAME: 0688**

**OP \$340.00 78476295**

Fax Number: (917)368-7136  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-905-3662  
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ATTORNEY DOCKET NUMBER:	90391
NAME OF SUBMITTER:	Mercedes Farinas
Signature:	/Mercedes Farinas/
Date:	11/10/2006

**Total Attachments: 10**

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AMENDMENT NO. 4 TO  
SECURITY AGREEMENT (TRADEMARKS)

AMENDMENT NO. 4 TO SECURITY AGREEMENT (TRADEMARKS) made as of this 15th day of September, 2006, between CHARTPAK, INC., a Delaware corporation ("Debtor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, successor by merger to Congress Financial Corporation, a national banking association ("Secured Party").

WITNESSETH:

WHEREAS, Debtor and Secured Party entered into the Security Agreement (Trademarks), dated as of January 23, 1996, as amended by Amendment to Security Agreement (Trademarks), dated as of May 28, 1996, Amendment No. 2 to Security Agreement (Trademarks) dated September 2, 1999 and Amendment No. 3 to Security Agreement dated as of June 19, 2006 (the "Trademark Security Agreement"), pursuant to which Debtor granted to Secured Party a security interest in and to the Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, Secured Party, Debtor and certain affiliated companies are contemporaneously herewith entering into an Amendment to Loan and Security Agreement and Consent (the "Amendment to Loan and Security Agreement"), pursuant to which, among other things, Secured Party consented to the acquisition by Debtor, pursuant to the terms of an Asset Purchase Agreement dated as of September 11, 2006, of certain assets of Sanford, L.P. ("Sanford"), including, but not limited to, certain of Sanford's trademarks and trademark licenses (the "Acquired Trademarks"); and

WHEREAS, in order to induce Secured Party to enter into the Amendment to Loan and Security Agreement and to further evidence Secured Party's security interest in the Acquired Trademarks, Debtor has agreed to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agree as follows:

1. Amendment to Exhibit.

(a) Exhibit 1 attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing the Debtor's prior grants of security interests in and Liens upon the Trademarks and other Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Secured Party pursuant to the Trademark Security Agreement, the Debtor hereby grants to Secured Party, a security interest in and Lien upon, and acknowledges and agrees that the Secured Party has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to all of the Collateral (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CHARTPAK, INC.

By: Steven W. Roth

Title: President

WACHOVIA BANK, NATIONAL  
ASSOCIATION

By: Monnie J. Rice

Title: VICE PRESIDENT

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

On this 15 day of September, 2006, before me personally came STEVEN ROTH, to me known, who being duly sworn, did depose and say, that he is the President of CHARTPAK, INC., 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.

Rita E. Blank  
Notary Public

**RITA E. BLANK**  
Notary Public, State of New York  
No. 01BL6123666  
Qualified in Suffolk County  
Commission Expires March 14, 2009

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

On this 15 day of September, 2006, before me personally came Diane Rice, to me known, who being duly sworn, did depose and say, that <sup>she</sup> ~~he~~ is the v.p. of WACHOVIA BANK, NATIONAL ASSOCIATION., the national banking association described in and which executed the foregoing instrument.

Maria Camacho  
Notary Public

MARIA CAMACHO NOTARY PUBLIC, State of New York No.: 01CA5086952 Qualified in Nassau County Certificate Filed in New York County Commission Expires October 27, 2009.
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EXHIBIT A  
TO  
AMENDMENT NO. 4 TO  
SECURITY AGREEMENT (TRADEMARKS)

[to be completed by Pledgor]

730782.2

TRADEMARK

REEL: 003426 FRAME: 0694

Schedule 1.1(c)

Intellectual Property

1. Patent No. 5,421,875, issued 6/6/95 (renewal is due 12/6/06; the Company instructed CPI to renew).
2. Patent No. 5,312,482, issued 5/17/94 (last renewal paid 11/05).
3. Trade secrets relating to product formulations and processes.
4. Unregistered copyrights related exclusively to the Business.
5. The trademarks set forth on the attached list beginning on the following page.

ACADEMY	Published		United States of America	SANFORD, L.P.	78/476295	31-Aug-2004		Class : 16 Int. Painting sets with brushes; painting sets without brushes.
THALO	Registered	0508554	United States of America	SANFORD, L.P.	71/543601	06-Dec-1947	12-Apr-1949	ARTISTS' PAINTS, I.E. OIL AND WATER COLORS
PRE-TESTED (STYLIZED)	Registered	1164354	United States of America	SANFORD, L.P.	73/254162	17-Mar-1980	05-Jan-1982	2
ACADEMY	Registered	1293855	United States of America	SANFORD, L.P.	73/376098	22-Jul-1982	11-Sep-1984	Class: 2 Int. ARTISTS' PAINTS Class : 16 Int. PAPER PRODUCTS, NAMELY, ARTISTS' PAPER International Class: 002 Artists' Paints and Colors First Use Date: 1922-00-00 First Use In Commerce Date: 1922-00-00
GRUMBACHER	Registered	1329158	United States of America	SANFORD, L.P.	73/463482	31-Jan-1984	09-Apr-1985	Basis: 1(a) International Class: 016 a Housemark for a Complete Line of Artists Supplies First Use Date: 1912-00-00 First Use
MAX	Registered	140/92	Saudi Arabia	SANFORD, L.P.	1765	18-May-1985	22-Jun-1988	12 (FD 8/04/04)
GRUMBACHER	Registered	1414181	Argentina	NEWELL BLOOMSBURY CO.	1762363	22-Aug-1990	28-Jan-1993	16
GRUMBACHER	Registered	1430927	United Kingdom	Koh-I-Noor Inc.		28-Jun-1990	06-Mar-1992	16
GOLDEN EDGE	Registered	1457405	United States of America	SANFORD, L.P.	73/645597	20-Feb-1987	15-Sep-1987	16
MAX GRUMBACHER (STYLIZED)	Registered	1557332	United Kingdom	SANFORD, L.P.		23-Dec-1993		2

TRADEMARK	STATUS	REG. NO.	COUNTRY	OWNER	APP. NO.	FILED DATE	REG. DATE	CLASS
ACADEMY	Registered	1567334	United Kingdom	SANFORD, L.P.		23-Dec-1993	28-Jul-1995	2
GAINSBOROUGH	Registered	158693	United States of America	SANFORD, L.P.	71/161083	22-Mar-1992	12-Sep-1992	16
FINEST (STYLIZED)	Registered	1884477	United States of America	SANFORD, L.P.	74/458823	16-Nov-1993	21-Mar-1995	International Class: 002 artists' paints; namely, transparent watercolors and oils First Use Date: 1953-06-30 First Use In Commerce Date: 1953-06-30
GRUMBACHER ARTIST PEN	Registered	2086880	United States of America	SANFORD, L.P.	75/000083	02-Oct-1995	12-Aug-1997	16
MAX2 (STYLIZED) No. 1	Registered	2195843	United States of America	SANFORD, L.P.	75/062269	24-Sep-1997	13-Oct-1998	2
BRISTLETTE	Registered	2357320	United States of America	SANFORD, L.P.	75/707946	18-May-1999	13-Jun-2000	16
MAX GRUMBACHER	Registered	2440765	United States of America	SANFORD, L.P.	75/834790	03-Mar-2000	03-Apr-2001	2
PRE-TESTED (STYLIZED)	Registered	280428	Canada	SANFORD, L.P.	490210	29-Jul-1982	27-Apr-1984	
MAX GRUMBACHER (STYLIZED)	Registered	297651	Portugal	M. GRUMBACHER, INC.	297651	28-Jan-1994	03-Apr-1995	2
MAX GRUMBACHER (STYLIZED)	Registered	3245565	Japan	M. GRUMBACHER, INC.	6-131911	29-Dec-1993	31-Jan-1997	2
ACADEMY	Registered	3245586	Japan	M. GRUMBACHER, INC.	5-131914	29-Dec-1993	31-Jan-1997	2
MAX GRUMBACHER (STYLIZED)	Registered	442066	Canada	SANFORD, L.P.	722884	15-Feb-1993	21-Apr-1995	
GAINSBOROUGH	Registered	513358	United States of America	SANFORD, L.P.	71/544080	11-Dec-1947	09-Aug-1949	16
BRISTLETTE	Registered	606396	Canada	Newell Operating Company	1061883	06-Jun-2000	26-Mar-2004	16
GRUMBACHER	Registered	812586	Algeria	Rotring International GmbH & Co KG			20-Jul-1993	2 7 8 16

GRUMBACHER	Registered	612586	Austria	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Belarus	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Belarus	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Belarus	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	China (Peoples Republic)	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Croatia	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Cuba	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Czech Republic	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Egypt	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	France	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Hungary	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	International Registration	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Italy	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Korea, Democratic People's Republic of	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Liechtenstein	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16
GRUMBACHER	Registered	612586	Morocco	Rotring International GmbH & Co KG	20-Jul-1993	27 8 16

GRUMBACHER	Registered	612586	Poland	Rotring international GmbH & Co KG		20-Jul-1993	27.8.16
GRUMBACHER	Registered	612586	Portugal	Rotring international GmbH & Co KG		20-Jul-1993	27.8.16
GRUMBACHER	Registered	612586	Romania	Rotring international GmbH & Co KG		20-Jul-1993	27.8.16
GRUMBACHER	Registered	612586	Russian Federation	Rotring international GmbH & Co KG		20-Jul-1993	27.8.16
GRUMBACHER	Registered	612586	Serbia and Montenegro	Rotring international GmbH & Co KG		20-Jul-1993	27.8.16
GRUMBACHER	Registered	612586	Slovakia	Rotring international GmbH & Co KG		20-Jul-1993	27.8.16
GRUMBACHER	Registered	612586	Slovenia	Rotring international GmbH & Co KG		20-Jul-1993	27.8.16
GRUMBACHER	Registered	612586	Spain	Rotring international GmbH & Co KG		20-Jul-1993	27.8.16
GRUMBACHER	Registered	612586	Switzerland	Rotring international GmbH & Co KG		20-Jul-1993	27.8.16
GRUMBACHER	Registered	612586	Ukraine	Rotring international GmbH & Co KG		20-Jul-1993	27.8.16
GRUMBACHER	Registered	816202168	Brazil	M. GRUMBACHER, INC.	816202168	05-Nov-1996	16.3