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
UVC International, LLC		03/23/2007	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC, as Agent
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78098466	DIMENSIONALFX
Serial Number:	78698382	EARTHSOURCE

CH $65.00 78098466

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	330119-99
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/

Date:	03/28/2007

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of March 23, 2007 (this "**Agreement**"), made by **UV COLOR, INC.**, a Minnesota corporation ("**UV Color**"), **UVC INTERNATIONAL, LLC**, a Minnesota limited liability company ("**UV International**"; UV International together with UV Color are hereinafter referred to individually as a "**Grantor**" and together as the "**Grantors**") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative, payment and collateral agent (the "**Agent**") for itself and certain other lenders ("**Lenders**").

W I T N E S S E T H:

WHEREAS, Grantors, Plastag Holdings, LLC, a Delaware limited liability company, A&M Whitaker Enterprises, Inc., an Oklahoma corporation ("Whitaker"), Agent and Lenders are parties to that certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to Grantors and the other Borrowers by Lenders;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantors and Agent (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**"), each Grantor has granted a security interest to Agent, for the benefit of the Lender Parties, in, among other things, all right, title and interest of such Grantor in, to and under all of such Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement; and

WHEREAS, each Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean, collectively, all of each Grantor's right, title and interest in and to: (i) all copyrights in all works of authorship (including, without limitation, all sales literature, promotional literature, databases and firmware), whether or not such works of authorship have been published, and whether such copyrights are registered or unregistered; (ii) all copyright registrations and copyright applications (including, without limitation, each of the copyright registrations and copyright applications set forth on Schedule I hereto); (iii) all copyrights in works based on, incorporated in, derived from or relating to works to which the foregoing copyrights pertain; (iv) all rights to make and exploit all derivative works based on or adopted from works to which the foregoing copyrights pertain; and (v) any extensions or renewals of the foregoing copyrights, including, but not limited to: (A) the right to print, publish and distribute any of the foregoing, (B) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof, (C) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof) and (D) all rights corresponding thereto throughout the world and all other rights of such Grantor of any kind whatsoever accruing thereunder or pertaining thereto.

"**Copyright Licenses**" shall mean any and all rights now owned or hereafter acquired by a Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"**Credit Agreement**" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"**Intellectual Property**" shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all customer lists and customer information, (vi) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments under all Licenses at any time entered into in connection therewith; (vii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (viii) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; (ix) all other intellectual property; and (x) all common law and other rights throughout the world in and to all of the foregoing.

"**IP Collateral**" shall have the meaning assigned to such term in Section 2 hereof.

"**Licenses**" shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

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"**Patents**" shall mean, collectively, all of each Grantor's right, title and interest in and to all patents, patent applications and patentable inventions (including, without limitation, each patent and patent application set forth on Schedule I hereto), including, but not limited to: (i) all inventions and improvements described and claimed therein; (ii) the right to sue or otherwise recover for any infringements and other violations thereof; (iii) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith and damages, settlements and payments for past and future infringements thereof); (iv) all reissues, divisions, continuations, continuations-in-part, provisional applications, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of such Grantor of any kind whatsoever accruing thereunder or pertaining thereto; and (v) all rights corresponding to the foregoing throughout the world.

"**Patent Licenses**" shall mean rights under any written agreement now owned or hereafter acquired by a Grantor granting any right with respect to any invention on which a Patent is in existence.

"**Trademarks**" shall mean, collectively, all of each Grantor's right, title and interest in and to: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious names, trade dress, trade styles, logos and other designs or sources of business identifiers or other indicia of trade origin, whether the foregoing are registered or unregistered; (ii) all trademark and service mark registrations and applications for trademark or service mark registrations (including, without limitation, each registration and application set forth on Schedule I hereto); (iii) any and all extensions and renewals of or with respect to any of the foregoing; (iv) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) all rights of such Grantor corresponding thereto throughout the world and all other rights of such Grantor of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law.

"**Trademark Licenses**" shall mean rights under any written agreement now owned or hereafter acquired by a Grantor granting any right to use any Trademark.

(c) Other Definitional Provisions.

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

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(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Grantor hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Security Agreement, does hereby grant, assign and convey) to Agent, for the benefit of the Lender Parties, a security interest in such Grantor's entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Grantor, and including, without limitation, such Grantor's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Grantor's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "**IP Collateral**").

3. **Protection of Intellectual Property by Grantors.** Each Grantor shall, at its sole cost, expense and risk, undertake the following with respect to the Intellectual Property, unless such Grantor determines in the exercise of its good faith business judgment that such Intellectual Property is not material to the conduct of such Grantor's or any other Credit Party's business:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Maintain and pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which such Grantor reasonably deems necessary under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Each Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all Intellectual Property owned such Grantor as of the date hereof.

(b) Except as set forth in Schedule I, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

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(c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable and no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no material claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of the Intellectual Property owned by such Grantor or the validity or effectiveness of any of the Intellectual Property owned by such Grantor, nor does such Grantor know of any valid basis for any such claim.

(d) Each Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of the Agent.

(e) To each Grantor's knowledge, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of such Grantor.

(f) Each Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) Each Grantor shall give the Agent prompt written notice (with reasonable detail), following the occurrence of any of the following:

(i) Such Grantor obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) Such Grantor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) Such Grantor entering into any new Licenses.

(iv) Such Grantor knowing that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(h) No Grantor shall enter into any new Licenses except as provided for, and pursuant to the terms and provisions of, the Security Agreement and the Credit Agreement.

5. **No Violation of Security Agreement**. The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants

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contained in the Security Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Security Agreement.

6. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Agent, each Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Intellectual Property and the goodwill of such Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and each Grantor hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. Grantors' Rights To Enforce Intellectual Property. Prior to the Agent's giving of notice to any Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, each Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by such Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) Such Grantor first provides the Agent with written notice of its intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Agent, such Grantor has failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to such Grantor, the Agent may (but shall not be required to) itself take such action in the name of such Grantor.

(b) Any money damages awarded or received by such Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied as provided in Section 9.2 of the Credit Agreement, as applicable.

(d) Following the occurrence of any Event of Default, the Agent, by notice to such Grantor may terminate, or limit such Grantor's rights under this Section 7.

8. Agent's Actions To Protect Intellectual Property. In the event of:

(a) Any Grantor's failure, within ten (10) Business Days of written notice from the Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

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(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of such Grantor, may (but shall not be required to) act in such Grantor's place and stead and/or in the Agent's own right in connection therewith.

9. **Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies as provided for in the Security Agreement and Credit Agreement.

10. **Agent as Attorney In Fact.**

(a) Each Grantor hereby irrevocably constitutes and designates the Agent as and for the such Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of such Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Agent determines to be necessary in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Agent's Rights.** Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Security Agreement shall be coextensive with each Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest granted to the Agent with respect to the IP Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the

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Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Grantors, Grantors' affiliates thereunder and the Agent) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

13. Termination; Release of IP Collateral. This Agreement and all obligations of Grantors and the Agent hereunder shall terminate on the date upon which (i) all Obligations have been fully performed and indefeasibly paid in full in cash, (ii) the release referred to in Section 12.3 of the Credit Agreement has been executed and delivered in accordance with such section and (iii) the Credit Agreement has terminated. Upon termination of this Agreement, the Agent shall, at the expense of Grantors, take such actions required by the Security Agreement to release its security interest in the IP Collateral.

14. Binding Effect; Benefits. This Agreement shall be binding upon the Guarantors and their respective successors and assigns, and shall inure to the benefit of the Lender Parties and their respective successors and assigns.

15. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

UV COLOR, INC., a Minnesota corporation

By: _____
Name: Robert Castillo
Title: Vice President

UVC INTERNATIONAL, LLC, a Minnesota limited liability company

By: _____
Name: Robert Castillo
Title: Vice President

CAPITALSOURCE FINANCE LLC, as the Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

UV COLOR, INC., a Minnesota corporation

By: _____
Name: _____
Title: _____

UVC INTERNATIONAL, LLC, a Minnesota limited liability company

By: _____
Name: _____
Title: _____

CAPITALSOURCE FINANCE LLC,
as the Agent

By: _____
Name: John N. Toufanian
Title: Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

1. Patents

   a. U.S. Patent No. 4,933,218, titled "Sign with Transparent Substrate," filed December 28, 1988 and issued June 12, 1990, owned by UV Color.

   b. U.S Patent No. 5,082,703, titled "Sign with Transparent Substrate," filed May 24, 1990 and issued January 21, 1992, owned by UV Color.

   c. U.S. Patent No. 5,223,357, titled "Promotional Display Signage and Method of Manufacture," filed February 3, 1992 and issued June 29, 1993, owned by UV Color.

   d. U.S Patent No. 5,635,283, titled "Trading Card with Iridescent Substrate," filed September 23, 1994 and issued June 3, 1997, owned by UV Color.

   e. U.S. Patent No. 5,724,891, titled "Method for Manufacturing a Display," filed June 25, 1996 and issued March 10, 1998, owned by UV Color.

   f. U.S. Patent No. 5,802,979, titled "Method for Manufacturing a Display," filed December 27, 1996 and issued September 8, 1998, owned by UV Color.

   g. U.S. Patent No. 6,619,480, titled "Methods and Apparatus for Point-of-Sale Packaging of Cards," filed October 26, 2001 and issued September 16, 2003, owned by UV Color.

   h. U.S. Patent No. 6,957,737, titled "Package for Activatable Point of Sale Cards," filed July 17, 2003 and issued October 25, 2005, owned by UV Color.

   i. U.S. Patent No. 7,000,844, titled "Detachable Protected Point of Sale Card," filed March 7, 2003 and issued February 21, 2006, owned by UV Color.[1]

   j. U.S. Patent No. 4,793,635, titled "Radiopaque Graphics," filed November 10, 1987 and issued December 27, 1988.

   k. U.S. Patent No. 6,182,595, titled "Pivoting Docking Platform for Personal Watercraft," filed January 28, 2000 and issued February 6, 2001. UV Color abandoned this patent in 2005.

   l. U.S. Patent No. 5,968,607, titled "Device and Method for Etch and Emboss Process Printing," filed December 10, 1997 and issued October 19, 1999. UV Color abandoned this patent in 2003.

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[1] UV Color has entered preliminary discussions regarding the sale of this patent and its continuation to InComm Holdings, Inc. Neither party has made any commitment regarding this transaction.

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m. U.S. Patent No. 5,946,773, titled "Food Product Handle," filed December 9, 1997 and issued September 7, 1999. UV Color abandoned this patent in 2003.

n. U.S. Patent No. 5,716,682, titled "Three Dimensional Card," filed December 6, 1995 and issued February 10, 1998. UV Color abandoned this patent in 2005.

o. U.S. Patent No. 5,713,148, titled "Frame with Picture Holder," filed May 15, 1996 and issued February 3, 1998. UV Color abandoned this patent in 2002.

p. U.S. Patent No. 5,407,711, titled "Display with Enhanced Highlights," filed November 30, 1993 and issued April 18, 1995. UV Color abandoned this patent in 2003.

q. U.S. Patent No. 5,323,551, titled "Picture Frame," filed May 18, 1992 and issued June 28, 1994. UV Color abandoned this patent in 2005.

r. U.S. Patent No. 5,222,315, titled "Picture Display Frame," filed September 19, 1991 and issued June 29, 1993. UV Color abandoned this patent in 2004.

s. U.S. Patent No. 5,106,126, titled "Process Printed Image with Reflective Coating," filed November 29, 1990 and issued April 21, 1992. UV Color abandoned this patent in 2004.

t. U.S. Patent Application No. 11/198,577, titled "Package for Activatable Point of Sale Cards," filed August 5, 2005, owned by UV Color. The PTO mailed a first office action on November 30, 2006 for this application, which rejected all twenty-one pending claims under 35 U.S.C. § 103(a) as obvious over certain cited prior art. The action also contained a double patenting rejection contending that the claims are unpatentable in light of UV Color's U.S. Patent No. 6,957,737. A response has not yet been filed.

u. U.S. Patent Application No. 11/321,200, titled "Detachable Protected Point of Sale Card," filed December 29, 2005, owned by UV Color. The PTO mailed a first office action on August 31, 2006 for this application, which rejected all sixteen pending claims under 35 U.S.C. § 103(a) as obvious over certain cited prior art. The action also contained a double patenting rejection contending that the claims are unpatentable in light of UV Color's U.S. Patent No. 7,000,844. A response and amendment were filed on January 31, 2007.

2. Trademarks and Tradenames

a. U.S. Trademark Application No. 78/098466 for the mark DIMENSIONALFX, filed on December 14, 2001, owned by UV Color. The PTO issued an office action on August 23, 2006 against this application, which requested clarification regarding the scope and classification of goods listed in the application. A response was filed on February 22, 2007. UV Color may have common law rights in the mark described in the foregoing federal trademark application for particular goods and services in specific geographic areas where the mark has been used in commerce. To the extent that the mark comprises a trademark under state law, it is owned by the UV Color.

b. U.S. Trademark Application No. 78/698382 for the mark EARTHSOURCE, filed on August 23, 2005, owned by UV Color. The PTO issued an office action on

October 24, 2006 against this application, which requested clarification regarding the scope and classification of goods listed in the application. A response is due on April 24, 2007. UV Color may have common law rights in the mark described in the foregoing federal trademark application for particular goods and services in specific geographic areas where the mark has been used in commerce. To the extent that the mark comprises a trademark under state law, it is owned by UV Color.

c. Common law rights for "UV COLOR." The common law rights inure to the benefit of UV Color.

d. Minnesota State Trademark Registration No. 21,742 for UV COLOR AND DESIGN, filed August 20, 2003 and renewed January 5, 1994.

n. Under federal and state law, the marks referred to above, and names corresponding to the marks referred to herein may, in referring to UV Color comprise unregistered trade names within some of the geographic areas where such entity conducts business. UV Color has not registered any trade names per se under any law, but any registered business names of UV Color may comprise unregistered trade names under federal law and/or state law within some geographic areas where UV Color conducts business. To the extent that the names comprise trademarks or tradenames under state law, they are owned by UV Color.