

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EC Pigments USA, Inc.		12/29/2006	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	119 West 40th Street
<b>Internal Address:</b>	16th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1611783	ROMA
Registration Number:	2544810	AZTECH
Registration Number:	2691545	A
Registration Number:	1876225	BIO-BRITE
Registration Number:	1732306	BIO GLO
Registration Number:	1876226	BIO-SET
Registration Number:	2700248	OPTICHIP
Registration Number:	2702560	OPTIFLO
Registration Number:	2418769	PIGMENTS FOR THE IMAGINATION
Registration Number:	3003679	MAGRUDER
Registration Number:	3000579	PHOENIX
Registration Number:	3017336	MAGRUDER COLOR

CH \$315.00 1611783

CORRESPONDENCE DATA

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9733607900  
Email: matthew.mayer@thomson.com  
Correspondent Name: Greenberg Traurig, LLP  
Address Line 1: 200 Park Avenue  
Address Line 4: Florham Park, NEW JERSEY 07932

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	05/17/2007

Total Attachments: 10  
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EXHIBIT A

UNITED STATES ISSUED TRADEMARKS

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
Roma Color, Inc.	1,611,783	9/4/1990
AZTECH	2,544,810	3/5/2002
AZTECH-- Stylized "A"	2,691,545	2/25/2003
BIO-BRITE	1,876,225	1/31/1995
BIO-GLO	1,732,306	11/17/1992
BIO-SET	1,876,226	1/31/1995
OPTICHIP	2,700,248	3/25/2003
OPTIFLO	2,702,560	4/1/2003
PIGMENTS FOR THE IMAGINATION	2,418,769	1/9/2001
Magruder	3,003,679	10/4/2005
PHOENIX	3,000,579	9/27/2005
Magruder Color	3,017,336	11/22/2005

**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Trademark Security Agreement (the "Agreement") dated as of December 29, 2006, is made by and between EC PIGMENTS USA, INC., a Massachusetts corporation having a business location at the address set forth below next to its signature (the "Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature, to amend and restate the terms of a certain Trademark Security Agreement dated December 16, 2005 and recorded in Reel 003223, Frame 0537 (the "2005 Trademark Security Agreement").

Recitals

The Debtor has acquired the interests of Magruder Color, LLC (formerly known as Pochteca Color Company, LLC) and has merged Magruder Color, LLC with and into the Debtor.

The Debtor and the Secured Party are parties to a Amended and Restated Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree that the terms of the 2005 Trademark Security Agreement are amended and restated in their entirety as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations as defined in the Credit Agreement.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and

damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. The provisions of this Section 2 shall be deemed to ratify the existing security interest of the Secured Party in the Trademarks to the extent such security interest existed prior to the date hereof, and to create a security interest to the extent that no security interest therein existed in favor of the Secured Party. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a security agreement substantially in the form of this Agreement.

(d) **Title.** The Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free

and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create,

prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Trademarks. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to

realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

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Wells Fargo Bank, National Association  
119 West 40<sup>th</sup> Street, 16<sup>th</sup> Floor  
New York, NY 10018

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: Mignon Winston  
Name: Mignon Winston,  
Title: Vice President/Relationship Manager

STATE OF NEW YORK    )  
                                  )  
COUNTY OF \_\_\_\_\_ ) N.Y.

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> JANUARY day of ~~December~~, 2007, by Mignon Winston, a Vice President of Wells Fargo Bank, National Association, on behalf of the bank.

Natalina Coco  
Notary Public

**NATALINA COCO**  
Notary Public, State of New York  
No. 01CO6003279  
Qualified in Kings County  
Commission Expires June 2, 2007

EXHIBIT A  
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	
Roma Color, Inc.	1,611,783	9/4/1990	
AZTECH	2,544,810	3/5/2002	
AZTECH-U.K.	2277583	8/10/2001	
AZTECH -- Stylized "A"	2,691,545	2/25/2003	
AZTECH - U.K. --Stylized "A"	2277584	8/10/2001	
BIO-BRITE	1,876,225	1/31/1995	
BIO-GLO	1,732,306	11/17/1992	
BIO-SET	1,876,226	1/31/1995	
OPTICHIP	2,700,248	3/25/2003	
OPTICHIP -- EU	002991990	5/3/2004	
OPTIFLO	2,702,560	4/1/2003	
PIGMENTS FOR THE <u>IMAGINATION</u>	2,418,769	1/9/2001	
Magruder	US	3,003,679	10/4/2005
	Mexico	844,634	9/14/2004
	Hong Kong	300222551	8/20/2004
Magruder Color	US	3,017,336	11/22/2005
	Mexico	848233	5/28/2004

	Hong Kong	300222560	5/28/2004
PHOENIX	US	3,000,579	9/27/2005
	Europe	848233	10/9/2004

APPLICATIONS

Magruder	Europe	Pending 3852787	App. date: 5/26/2004
	Canada	Pending 1218205	
	China	Pending 4086313	
Magruder Color	Europe (must be reinst.)	003854163	App. date: 5/26/2004
	Canada	Pending 1218201	
	China	Pending 4086156	

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

AQUAFLO  
 ATLAS 85  
 ATLAS GLITTER  
 ATLAS SET  
 BIO-BRITE PLUS  
 POLYFLO  
 SOLAR SET  
 TARTAN  
 TARTAN GLOW  
 100S