



05-16-2007

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION
TRADEMARK



103406602

See address(es) below.

To the Director of the U. S. Patent and Trademark Office: P

5.11.07

1. Name of conveying party(ies):

Technifor SAS
Gravograph Industrie International SAS

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

Citizenship (see guidelines) France

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 2 April 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Société Générale, as security agent

Internal

Address: _____

Street Address: 1221 Avenue of the Americas

City: New York

State: NY

Country: USA

Zip: 10020

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Banking Corp. Citizenship France

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)
see Schedule III

B. Trademark Registration No.(s)
see Schedule III

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: Jakub Maslikowski

Internal Address: Linklaters

Street Address: 1345 Avenue of the Americas

City: New York

State: NY Zip: 10105

Phone Number: (212) 830-9541

Fax Number: (212) 903-9100

Email Address: jakub.maslikowski@linklaters.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- 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:

Mitchell L. Garrett
Signature

10 May 2007

Date

05/15/2007 DBYRNE 00000109 2764492

40.00 MP
75.00 OP
Name of Person Signing

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

9

01 FC:8571
02 FC:8572

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

SCHEDULE III
TRADEMARK REGISTRATIONS

(G) REGISTERED TRADEMARKS

Grantor	Mark	Reg. No.	Date
Technifor SAS	Pro pen Traceability Identification	2,764,492	9/16/2003
Technifor SAS	Technifor	2,190,723	9/22/1998
Gravograph Industrie International SAS	Gravocare	2,983,884	8/9/2005
Gravograph Industrie International SAS	Laserstyle	2,835,903	4/27/2004

(H) TRADEMARK APPLICATIONS

None.

(I) TRADEMARK LICENSES

None

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated April 2, 2007, between Technifor SAS ("Technifor") and Gravograph Industrie International SAS ("GII" and together with Technifor, collectively, the "Grantors"), each a company organized under the laws of France, and Société Générale, as security agent (the "Security Agent"), acting on behalf of the Beneficiaries.

RECITALS

A. Gravotech Participations SAS, a *société* par actions *simplifiée* incorporated in (France) ("Company"), Gravotech Holding SAS, a *société* par actions *simplifiée* incorporated in (France), as the Parent ("Holdco"), and certain subsidiaries of Company, including the Grantors, as Borrowers and Guarantors, have entered into a \$90,900,000 Senior Facilities Agreement dated March 14, 2007 (the "Senior Facilities Agreement"), comprised of various senior Facilities (including the Term Facilities, a Revolving Facility and the Bridge Facility) with, among others, Société Générale, as Mandated Lead Arranger, Bookrunner, Issuing Bank, Security Agent and Agent (in such capacities, the "Senior Agent").

B. Company, Holdco and certain subsidiaries of Company, including the Grantors, as Borrowers and Guarantors, have entered into an Intercreditor Agreement dated March 14, 2007 (the "Intercreditor Agreement"), with, among others, the Senior Agent, the Mezzanine Agent (as defined therein), the Security Agent and the Hedging Banks (as defined therein) party thereto.

C. Technifor is party to a French-language Convention de *nantissement* de fonds de commerce dated March 14, 2007 (the "Technifor Pledge"), among Technifor, the Senior Agent, the Security Agent and the lenders under the Senior Facilities Agreement (the "Senior Lenders" and together with the Senior Agent and the Security Agent, the "Beneficiaries"), and GII is party to a French-language Convention de *nantissement* de fonds de commerce dated March 14, 2007 (the "GII Pledge" and, together with the Technifor Pledge, the "Pledge **Agreements**"), among GII and the Beneficiaries, in connection with which the Grantors are required to execute and deliver this Agreement.

D. In consideration of the mutual conditions and agreements set forth in the Facilities Agreements, the Pledge Agreements and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in (i) the relevant Pledge Agreement and used herein shall have the English-language equivalent of the meaning given to them in such Pledge Agreement and (ii) the Uniform Commercial Code in effect in the State of New York (the "NY UCC") and used herein shall have the meaning given to them in the NY UCC.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the

automatic stay under Section 362(a) of the United States Bankruptcy Code) of all *Obligations Guaranties*, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Beneficiaries, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means such Grantor's right, title and interest in, to and under

- (a) all copyrights and copyright licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all patents and patent licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all trademarks and trademark licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any (x) copyright or copyright licensed under any copyright license, (y) trademark or trademark licensed under any trademark license or (z) patent or patent licensed under any patent license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

"Security Interest" shall mean the security interest granted by the Grantors to the Security Agent pursuant to this Agreement and the Pledge Agreements.

SECTION 3 Intercreditor Agreement Prevails

Notwithstanding anything to the contrary contained in this Agreement, the Grantors and the Security Agent (on behalf of the Beneficiaries) acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Security Agent for the benefit of the Beneficiaries and securing the Obligations Guaranties, shall be a "first" priority Security Interest in the Collateral, junior to no other security interests. The Security Interest granted to the Security Agent and all other rights and benefits afforded hereunder to the Beneficiaries are expressly subject to the terms and conditions of Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

SECTION 4 Certain Excisions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and the Grantors shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 5 Additional Filings

Each Grantor hereby authorizes the Security Agent to financing statements, continuation statements and, in each case, amendments thereto, in all jurisdictions and with all filing offices as the Security Agent may determine, in its reasonable discretion, are necessary or advisable to perfect the Security Interests granted to the Security Agent herein, without the signature of such Grantor. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of the Collateral that describes such property in any other manner as the Security Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the Security Interests in the Collateral granted to the Security Agent herein. Each Grantor agrees that a photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

SECTION 6 Pledge Agreements

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Beneficiaries pursuant to the Pledge Agreements and each Grantor hereby acknowledges and affirms that the rights and remedies of the Beneficiaries with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the relevant Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

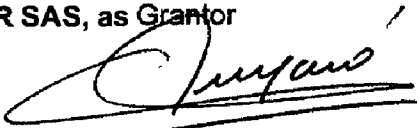
SECTION 7 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TECHNIFOR SAS, as Grantor

By: 

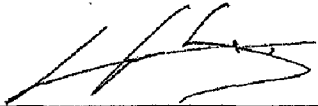
Name: Gérard GUYARD
Title: Président

GRAVOGRAPH INDUSTRIE INTERNATIONALE SAS, as Grantor

By: 

Name: Gérard GUYARD
Title: Président

ACCEPTED AND AGREED:
SOCIETE GENERALE, as Security Agent

By 
Name: *Gregory FRADELIZI*
Title: *Vice President*

SCHEDULE I
COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

None.

SCHEDULE II
PATENT REGISTRATIONS

(D) REGISTERED PATENTS

None.

(E) PATENT APPLICATIONS

None.

(F) PATENT LICENSES

None.