

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polarome International Inc.		06/18/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2208659	POLAROME	
Registration Number:	2208658	POLAROME	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 959373		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

CH \$65.00 2208659

Date:

06/25/2007

Total Attachments: 9

source=polarome_israel_tm2#page2.tif

source=polarome_israel_tm2#page3.tif

source=polarome_israel_tm2#page4.tif

source=polarome_israel_tm2#page5.tif

source=polarome_israel_tm2#page6.tif

source=polarome_israel_tm2#page7.tif

source=polarome_israel_tm2#page8.tif

source=polarome_israel_tm2#page9.tif

source=polarome_israel_tm2#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 18, 2007 (this "Agreement"), is made by POLAROME INTERNATIONAL INC., a New York corporation ("Grantor"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to provide certain financial accommodations for the benefit of Grantor; and

WHEREAS, Lender is willing to make such financial accommodations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Copyrights" shall mean all copyrights and rights and interests in copyrights and works protectable by copyright and all renewals and extensions thereof, all copyright registrations and applications for registration of any such copyrights in the United States of America or any other country, including, without limitation, (a) all copyrights, distribution rights, licenses, and any and all other rights or interests in copyrights in the works listed on Schedule III attached hereto and made a part hereof, (b) all works based upon, incorporated in, derived from, incorporating or relating to all works covered by copyright and (c) all tangible property embodying the copyrights or such copyrights materials.

"Copyright Licenses" shall mean the copyright license agreements of Grantor designated on Schedule III hereto, as any of the same may from time to time be amended, modified or supplemented.

"Patents" shall mean all right, title and interest in and to the patent applications and patents shown in the attached Schedule I and those patents which are hereafter obtained or acquired by Grantor and all registrations, applications and recordings thereof, including, without limitation, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any foreign country, all whether now owned or hereafter acquired by Grantor.

“Patent Licenses” shall mean the patent license agreements of Grantor designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

“Trademarks” shall mean the registered trademarks and pending applications shown in the attached Schedule II, and those trademarks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Grantor.

“Trademark Licenses” shall mean the trademark license agreements of Grantor designated on Schedule II hereto, as any of the same may from time to time be amended, modified or supplemented.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

- (a) all of its Patents and Patent Licenses;
- (b) all of its Trademarks and Trademark Licenses;
- (c) all of its Copyrights and Copyright Licenses;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except

as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien in favor of Lender on all of Grantor's Patents, Trademarks and Copyrights. Upon the filing hereof of appropriate financing statements and the filing of a copy of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, Lender will have a perfected security interest in all of Grantor's Patents, Trademarks and Copyrights in which Grantor has rights in the United States and such perfected security interest is enforceable as such as against any and all creditors of, and purchasers from, Grantor.

4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Agreement and until the Obligations have been paid in full in cash and the Loan Agreement has been irrevocably terminated:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the general intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and

granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon payment of the Obligations in full in cash and the irrevocable termination of the Loan Agreement.

[Signature Page to Follow]

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

POLAROME INTERNATIONAL INC.

By: Pierre Bruell
Name: Pierre Bruell
Title: Chairman

ACCEPTED and ACKNOWLEDGED by:

ISRAEL DISCOUNT BANK OF NEW YORK

By: Stephen R Shapiro
Name: STEPHEN R SHAPIRO
Title: SVP

By: Alfred J Franco
Name: Alfred J Franco
Title: FVP

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
NONE		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

SCHEDULE II

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Country</u>
POLAROME	1824220	April 4, 2001	Argentina
POLAROME	1724932	March 16, 1999	Argentina
POLAROME	820408565	March 1, 2006	Brazil
POLAROME	1254153	March 14, 1999	China (Peoples Republic)
POLAROME	211916	August 27, 1998	Colombia
POLAROME	211919	August 27, 1998	Colombia
POLAROME	718551	June 7, 2000	European Community
POLAROME	424201	March 2, 1999	Indonesia
POLAROME	460695	December 14, 1999	Korea, Republic of
POLAROME	457640	October 29, 1999	Korea, Republic of
POLAROME	98001098	October 22, 2001	Malaysia
POLAROME	98/01097	August 10, 2001	Malaysia
POLAROME	614937	June 21, 1999	Mexico
POLAROME	T98/00997I	March 28, 2000	Singapore
POLAROME	T98/00998G	December 21, 1999	Singapore
POLAROME	451958	May 29, 1998	Switzerland
POLAROME	Kor80897	October 29, 1998	Thailand

POLAROME	2208659	December 8, 1998	U.S.A.	①
POLAROME	2208658	December 8, 1998	U.S.A.	②

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>	<u>Country</u>
NONE			

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

SCHEDULE III

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
NONE		

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		