

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRETAGMACBETH LLC		10/24/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK, as Collateral Agent
Street Address:	101 Barclay Street - 8 East
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Bank:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2283270	LIGHTSPEX

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com, kristin.azcona@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$40.00 2283270

ATTORNEY DOCKET NUMBER:	037827-0037
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	11/08/2007

TRADEMARK
REEL: 003657 FRAME: 0824

900091500

Total Attachments: 30

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TRADEMARK SECURITY AGREEMENT (Second Lien)

This **TRADEMARK SECURITY AGREEMENT (Second Lien)**, dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified, the “**Trademark Security Agreement**”), by each of **X-RITE, INCORPORATED**, a Michigan corporation, **OTP, INCORPORATED**, a Michigan corporation, **MONACO ACQUISITION COMPANY**, a Michigan corporation, **X-RITE GLOBAL, INCORPORATED**, a Michigan corporation, **X-RITE HOLDINGS, INC.**, a Michigan corporation, **GRETAGMACBETH, LLC**, a Michigan limited liability company, **PANTONE, INC.**, a Delaware corporation (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of **THE BANK OF NEW YORK**, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement (Second Lien), dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified, the “**Pledge and Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to on Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Trademarks**”); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "**Trademark Licenses**").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among X-Rite, Incorporated, a Michigan corporation ("**Borrower**"), certain Subsidiaries of Borrower, Fifth Third Bank, a Michigan banking corporation, as First Lien Collateral Agent (as defined therein), The Bank of New York, as Second Lien Collateral Agent (as defined therein), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

GRANTORS:

X-RITE, INCORPORATED,
as Grantor

By: Mary E. Chowning
Name: Mary E. Chowning
Title: Vice President

OTP, INCORPORATED,
as Grantor

By: Mary E. Chowning
Name: Mary E. Chowning
Title: Vice President

MONACO ACQUISITION COMPANY,
as Grantor

By: Mary E. Chowning
Name: Mary E. Chowning
Title: Vice President

X-RITE GLOBAL, INCORPORATED,
as Grantor

By: Mary E. Chowning
Name: Mary E. Chowning
Title: Vice President

X-RITE HOLDINGS, INC.,
as Grantor

By: Mary E. Chowning
Name: Mary E. Chowning
Title: Vice President

GRETAGMACBETH, LLC
as Grantor

By:

Name: Mary E. Chowning
Title: Vice President

PANTONE, INC.,
as Grantor

By:

Name: Mary E. Chowning
Title: Vice President

Accepted and Agreed:

THE BANK OF NEW YORK,
as Collateral Agent

By:

Name:
Title:


CHRISTINA CHANG
VICE PRESIDENT

SCHEDULE I to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Gretagmacbeth LLC	2,283,270 (75/545439)	USA	LIGHTSPEX
Pantone, Inc.	1632008 (945,862)	Argentina	PANTONE
Pantone, Inc.	2.060.707 (formerly 1.565.112) (1.943.313 and 2.601.165)	Argentina	PANTONE
Pantone, Inc.	219,455 (A219,455)	Australia	PANTONE
Pantone, Inc.	255,076 (A255,076)	Australia	PANTONE
Pantone, Inc.	265,676 (A265,676)	Australia	PANTONE
Pantone, Inc.	541,172 (A541,172)	Australia	PANTONE
Pantone, Inc.	640,555 (A640,555)	Australia	PANTONE
Pantone, Inc.	75.102 (AM 1087/73)	Austria	PANTONE
Pantone, Inc.	016,818 (513618)	Benelux Countries	PANTONE
Pantone, Inc.	330,847 607126)	Benelux Countries	PANTONE
Pantone, Inc.	562,204 (77816)	Benelux Countries	PANTONE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	006676715	Brazil	PANTONE
Pantone, Inc.	818219050 (64.957)	Brazil	PANTONE
Pantone, Inc.	813.614.961	Brazil	PANTONE
Pantone, Inc.	TMA482,703 (730687)	Canada	ColorUP
Pantone, Inc.	TMA641,305 (1175051)	Canada	COLORVANTAGE
Pantone, Inc.	TMA187,116 (348926)	Canada	PANTONE
Pantone, Inc.	TMA210,636 (382880)	Canada	PANTONE
Pantone, Inc.	TMA446,932 (727,771)	Canada	PANTONE
Pantone, Inc.	TMA523,042 (884895)	Canada	PANTONE International
Pantone, Inc.	700.308 (645.425)	Chile	PANTONE
Pantone, Inc.	737.675 (289.042)	Chile	PANTONE
Pantone, Inc.	979098 (950129229)	China (People's Republic)	PANTONE (Chinese Characters)
Pantone, Inc.	996265 (950129231)	China (People's Republic)	PANTONE (Chinese Characters)
Pantone, Inc.	993993 (950129230)	China (People's Republic)	PANTONE (Chinese Characters)
Pantone, Inc.	1134384 (960128212)	China (People's Republic)	PANTONE (Chinese Characters)
Pantone, Inc.	518,356 (89/16740)	China (People's Republic)	PANTONE (English)

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	1,119,320 (960101621)	China (People's Republic)	PANTONE (English)
Pantone, Inc.	870018 (94/118899)	China (People's Republic)	PANTONE (English)
Pantone, Inc.	3585896 (3585896)	China (People's Republic)	PANTONE COLORVANTAGE (English)
Pantone, Inc.	3585895 (3585895)	China (People's Republic)	PANTONE COLORVANTAGE (English)
Pantone, Inc.	VR 1994 07469 (05.911/94)	Denmark	PANTONE
Pantone, Inc.	VR 1971 01048 (3459-70)	Denmark	PANTONE
Pantone, Inc.	26421 (9700062)	Estonia	PANTONE
Pantone, Inc.	003213246 (003213246)	European Union	COLORVANTAGE
Pantone, Inc.	3640703 (3640703)	European Union	COLOSTROLOGY
Pantone, Inc.	66648 (2947/72)	Finland	PANTONE
Pantone, Inc.	138317 (4124/94)	Finland	PANTONE
Pantone, Inc.	97692247 (97/692247)	France	HEXACHROME
Pantone, Inc.	1275952 (formerly 907,198 & 705,857)	France	PANTONE
Pantone, Inc.	1340739 (210079)	France	PANTONE
Pantone, Inc.	1654441 (formerly 1,167,453 and 835,979) (113619)	France	PANTONE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	94533783 (94/533.783)	France	PANTONE
Pantone, Inc.	1482243 (formerly 1064395 & 775930) (947,834)	France	PMS
Pantone, Inc.	397 38 963 (39738963.9)	Germany	HEXACHROME
Pantone, Inc.	824105 (824105)	Germany	PANTONE
Pantone, Inc.	932754 (2261/9)	Germany	PANTONE
Pantone, Inc.	947338 (P20503/2WZ)	Germany	PANTONE
Pantone, Inc.	938907 (22661-16)	Germany	PANTONE
Pantone, Inc.	903827 (19569-16WZ)	Germany	PANTONE
Pantone, Inc.	2911839 (P47112/16WZ)	Germany	PANTONE
Pantone, Inc.	396 13 444 (39613444.0)	Germany	PANTONE
Pantone, Inc.	114.062 (114.062)	Greece	PANTONE
Pantone, Inc.	1497/74 (760/74)	Hong Kong	PANTONE
Pantone, Inc.	01124/98 (95/02885)	Hong Kong	PANTONE
Pantone, Inc.	07081/99 (95/07414)	Hong Kong	PANTONE
Pantone, Inc.	05283/99 (95/07495)	Hong Kong	PANTONE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	300039186 (300039186)	Hong Kong	PANTONE
Pantone, Inc.	300622197 (300622197)	Hong Kong	PANTONE UNIVERSE
Pantone, Inc.	585768 (239459)	India	PANTONE
Pantone, Inc.	542,568 (010114478)	Indonesia	PANTONE
Pantone, Inc.	B82386 (1086/73)	Ireland	PANTONE
Pantone, Inc.	164984 (94/5957)	Ireland	PANTONE
Pantone, Inc.	84783 (84783)	Israel	PANTONE
Pantone, Inc.	784008 (RM97C004441)	Italy	HEXACHROME
Pantone, Inc.	830913 (originally 524245) (111446/68)	Italy	PANTONE
Pantone, Inc.	699476 (M1946 0088956)	Italy	PANTONE
Pantone, Inc.	4837461 (2004-009106)	Japan	COLORSTROLOGY (English)
Pantone, Inc.	4839612 (2004-16024)	Japan	COLORSTROLOGY (English)
Pantone, Inc.	4373654 (21312/1998)	Japan	HEXACHROME (English)
Pantone, Inc.	1261744 (8-738516) (formerly S45-106890)	Japan	PANTONE (English)

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	2446400 (63-99287/88)	Japan	PANTONE (English)
Pantone, Inc.	1434258 (S50-16904)	Japan	PANTONE (English)
Pantone, Inc.	1643990 (57-37254)	Japan	PANTONE (English)
Pantone, Inc.	1672336 (S57-37255)	Japan	PANTONE (English)
Pantone, Inc.	2400383 (1-94026)	Japan	PANTONE (English)
Pantone, Inc.	2446466 (1-94023)	Japan	PANTONE (English)
Pantone, Inc.	2446717 (2-52758)	Japan	PANTONE (English)
Pantone, Inc.	3233238 (H4-282614)	Japan	PANTONE (English)
Pantone, Inc.	2595641 (03-098597)	Japan	PANTONE (English)
Pantone, Inc.	2,400,385 (1-94028)	Japan	PANTONE (Hiragana)
Pantone, Inc.	2473737 (1-94022)	Japan	PANTONE (Hiragana)
Pantone, Inc.	2567477 (1-94030)	Japan	PANTONE (Hiragana)
Pantone, Inc.	2689746 (3-49600)	Japan	PANTONE (Hiragana)
Pantone, Inc.	2446468 (1-94025)	Japan	PANTONE (Hiragana)
Pantone, Inc.	2446719 (2-52760)	Japan	PANTONE (Hiragana)

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	3233240 (4-282616)	Japan	PANTONE (Hiragana)
Pantone, Inc.	2452344 (2-62346)	Japan	PANTONE (Hiragana)
Pantone, Inc.	3290517 (6-25193)	Japan	PANTONE (Hiragana)
Pantone, Inc.	2400384 (1-94027)	Japan	PANTONE (Katakana)
Pantone, Inc.	2473736 (1-94021)	Japan	PANTONE (Katakana)
Pantone, Inc.	2567476 (1-94029)	Japan	PANTONE (Katakana)
Pantone, Inc.	2689745 (3-49599)	Japan	PANTONE (Katakana)
Pantone, Inc.	2446467 (1-94024)	Japan	PANTONE (Katakana)
Pantone, Inc.	2446718 (2-52759)	Japan	PANTONE (Katakana)
Pantone, Inc.	2452343 (2-62345)	Japan	PANTONE (Katakana)
Pantone, Inc.	3233239 (4-282615)	Japan	PANTONE (Katakana)
Pantone, Inc.	3273430 (6-25192)	Japan	PANTONE (Katakana)
Pantone, Inc.	4748248 (2003-040233)	Japan	PANTONE COLORVANTAGE (English)
Pantone, Inc.	4850516 (2004-028740)	Japan	PANTONE UNIVERSE (English)
Pantone, Inc.	5011185 (2005-112453)	Japan	PANTONE UNIVERSE (English)
Pantone, Inc.	226486 (1990-17477)	Korea	PANTONE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	396,936 (51,960/96)	Korea	PANTONE
Pantone, Inc.	638934 (2004-24538)	Korea	PANTONE
Pantone, Inc.	M 40711 (M-97-32)	Latvia	PANTONE
Pantone, Inc.	33640 (97-0080)	Lithuania	PANTONE
Pantone, Inc.	9303708 (93/03708)	Malaysia	PANTONE
Pantone, Inc.	800322 (78/237,453)	Mexico	COLORVANTAGE
Pantone, Inc.	165148 (48340)	Mexico	PANTONE
Pantone, Inc.	320190 (12927)	Mexico	PANTONE
Pantone, Inc.	484,894 (215 434)	Mexico	PANTONE
Pantone, Inc.	485,566 (185669)	Mexico	PANTONE INTERNATIONALE
Pantone, Inc.	100635 (100635)	New Zealand	PANTONE
Pantone, Inc.	240077 (240077)	New Zealand	PANTONE
Pantone, Inc.	91268 (111304)	Norway	PANTONE
Pantone, Inc.	170673 (944558)	Norway	PANTONE
Pantone, Inc.	19.368 (200)	Panama	PANTONE
Pantone, Inc.	19.370 (999)	Panama	PANTONE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	19.369 (201)	Panama	PANTONE
Pantone, Inc.	201810	Paraguay	PANTONE
Pantone, inc.	31,902 (31113)	Peru	PANTONE
Pantone, Inc.	291.614 (291.614)	Portugal	PANTONE
Pantone, Inc.	293565 (2004718925)	Russia	COLORSTROLOGY
Pantone, Inc.	60053 (80248)	Russia	PANTONE
Pantone, Inc.	T93/00267D (S/267/93)	Singapore	PANTONE
Pantone, Inc.	T94/07928Z (7928/94)	Singapore	PANTONE
Pantone, Inc.	73/0953 (73/0953)	South Africa	PANTONE
Pantone, Inc.	94/8878 (94/8878)	South Africa	PANTONE
Pantone, Inc.	2115103 (2115103)	Spain	HEXACHROME
Pantone, Inc.	2115104 (2115104)	Spain	HEXACHROME
Pantone, Inc.	2115105 (2115105)	Spain	HEXACHROME
Pantone, Inc.	680735 (680734)	Spain	PANTONE
Pantone, Inc.	680736 (680736)	Spain	PANTONE
Pantone, Inc.	1.926.959 (1926959)	Spain	PANTONE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	334 796 (97-07899)	Sweden	HEXACHROME
Pantone, Inc.	140837 (2337/72)	Sweden	PANTONE
Pantone, Inc.	136.908 (1954/71)	Sweden	PANTONE
Pantone, Inc.	302862 (94-8300)	Sweden	PANTONE
Pantone, Inc.	277,419 (1549)	Switzerland	PANTONE
Pantone, Inc.	425821 (5588/1994.0)	Switzerland	PANTONE
Pantone, Inc.	404,657 (7,555,265)	Taiwan	PANTONE
Pantone, Inc.	399,499 (7,553,184)	Taiwan	PANTONE
Pantone, Inc.	399,535 (7,555,266)	Taiwan	PANTONE
Pantone, Inc.	TM13738 (243668)	Thailand	PANTONE
Pantone, Inc.	21495 (21495)	Trinidad & Tobago	PANTONE
Pantone, Inc.	141923 (1883/93)	Turkey	PANTONE
Pantone, Inc.	2142180 (2142180)	United Kingdom	HEXACHROME
Pantone, Inc.	889041 (889041)	United Kingdom	PANTONE
Pantone, Inc.	958952 (958952)	United Kingdom	PANTONE
Pantone, Inc.	993977 (993977)	United Kingdom	PANTONE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	1030577 (1030577)	United Kingdom	PANTONE
Pantone, Inc.	996667 (996667)	United Kingdom	PANTONE
Pantone, Inc.	975398 (975398)	United Kingdom	PANTONE
Pantone, Inc.	1582751 (1582751)	United Kingdom	PANTONE
Pantone, Inc.	373852	Uruguay	PANTONE
Pantone, Inc.	309456	Uruguay	PANTONE
Pantone, Inc.	1,987,373 (74/235,323)	USA	CHIP Design
Pantone, Inc.	2,730,299 (76/321,741)	USA	COLOR CUE
Pantone, Inc.	1,570,474 (73/781,550)	USA	COLOR NEWS
Pantone, Inc.	2,006,321 (75/022,607)	USA	COLORSUITE
Pantone, Inc.	2,931,804 (78/240,982)	USA	COLORTEAM (Service Mark)
Pantone, Inc.	2,907,316 (78/237,453)	USA	COLORVANTAGE
Pantone, Inc.	2,124,381 (75/125,540)	USA	COLORWEB
Pantone, Inc.	1,806,040 (74/299,786)	USA	COLORWISE
Pantone, Inc.	2,026,321 (74/617,675)	USA	HEXACHROME

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	2,384,199 (75/668,119)	USA	HEXIMAGE
Pantone, Inc.	2,329,481 (75/687,391)	USA	HEXVECTOR
Pantone, Inc.	2,384,198 (75/668,118)	USA	HEXWARE
Pantone, Inc.	3,218,961 (78/732,439)	USA	HUEY
Pantone, Inc.	926,076 (72/374,869)	USA	PANTONE
Pantone, Inc.	946,348 (72/392,956)	USA	PANTONE
Pantone, Inc.	847,646 (72/285,173)	USA	PANTONE
Pantone, Inc.	954,879 (72/417,489)	USA	PANTONE
Pantone, Inc.	811,718 (72/172,089)	USA	PANTONE
Pantone, Inc.	1,012,846 (73/017,401)	USA	PANTONE
Pantone, Inc.	1,003,494 (72/454,894)	USA	PANTONE
Pantone, Inc.	1,578,325 (73,797,044)	USA	PANTONE
Pantone, Inc.	1,674,917 (74/156,443)	USA	PANTONE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	1,762,111 (74/203,233)	USA	PANTONE
Pantone, Inc.	1,884,707 (74/479,087)	USA	PANTONE
Pantone, Inc.	2,409,034 (75/369,837)	USA	PANTONE
Pantone, Inc.	3,155,095 (78/551,059)	USA	PANTONE COLOR BRIDGE
Pantone, Inc.	2,501,852 (76/115,549)	USA	PANTONE Fan Chip Logo (Design)
Pantone, Inc.	2,705,124 (76/115,532)	USA	PANTONE Fan Chip Logo (Design)
Pantone, Inc.	2,029,439 (74/452,378)	USA	PANTONE HEXACHROME
Pantone, Inc.	1,407,674 (73/580,789)	USA	PANTONE MATCHING SYSTEM
Pantone, Inc.	1,280,709 (73/426,013)	USA	PANTONE MATCHING SYSTEM
Pantone, Inc.	1,889,838 (74/443,448)	USA	PANTONE PROCESS COLOR SYSTEM SPECIFIER
Pantone, Inc.	1,899,418 (74/235,324)	USA	PANTONE TEXTILE COLOR SYSTEM
Pantone, Inc.	1,995,095 (74/688,339)	USA	PANTONE THE POWER OF COLOR
Pantone, Inc.	2,936,550 (76/105,355)	USA	PANTONE THE RIGHT COLOR
Pantone, Inc.	1,513,532 (73/664,123)	USA	PMS

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	2,737,676 (76/157,788)	USA	PORTABLE COLOR MEMORY
Pantone, Inc.	193061-P (008,020/93)	Venezuela	PANTONE
X-Rite, Incorporated	388054	Benelux	X-RITE
X-Rite, Incorporated	826230083	Brazil	MATCHRITE
X-Rite, Incorporated	818126981	Brazil	X-RITE
X-Rite, Incorporated	TMA283706 (0497644)	Canada	X-RITE
X-Rite, Incorporated	1181815	Canada	X (LOGO)
X-Rite, Incorporated	1185879	Canada	X-RITEDOT
X-Rite, Incorporated	4192770	China (People's Republic)	INTELLITRAX
X-Rite, Incorporated	3899159	China (People's Republic)	MATCHRITE
X-Rite, Incorporated	4192776	China (People's Republic)	MATCHSTIK
X-Rite, Incorporated	4192775	China (People's Republic)	PATHFINDER
X-Rite, Incorporated	4192772	China (People's Republic)	SPECTROSYNC
X-Rite, Incorporated	3603040	China (People's Republic)	X (LOGO)
X-Rite, Incorporated	3039044	China (People's Republic)	X-RITE
X-Rite, Incorporated	3039042	China (People's Republic)	X-RITE (CHINESE SIMPLIFIED)
X-Rite, Incorporated	3039043	China (People's Republic)	X-RITE (CHINESE TRADITIONAL)
X-Rite, Incorporated	3651583	China (People's Republic)	X-RITEDOT
X-Rite, Incorporated	VR 1983 03687	Denmark	X-RITE
X-Rite, Incorporated	002911675	European Community	CARFLASH

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	003952132	European Community	INTELLITRAX
X-Rite, Incorporated	003646049	European Community	MATCHRITE
X-Rite, Incorporated	003724622	European Community	MATCHSTIK
X-Rite, Incorporated	002302495	European Community	OPTRONIK AND DESIGN
X-Rite, Incorporated	003951001	European Community	PATHFINDER
X-Rite, Incorporated	003950995	European Community	PULSE
X-Rite, Incorporated	002300614	European Community	TELEFLASH
X-Rite, Incorporated	003231651	European Community	X (LOGO)
X-Rite, Incorporated	003286879	European Community	X-RITEDOT
X-Rite, Incorporated	1591869	France	XRITE
X-Rite, Incorporated	30074130.8	Germany	CARFLASH
X-Rite, Incorporated	1054602	Germany	X-RITE
X-Rite, Incorporated	74360	Greece	X-RITE
X-Rite, Incorporated	300035081	Hong Kong	X (LOGO)
X-Rite, Incorporated	B00035/2003	Hong Kong	X-RITE
X-Rite, Incorporated	B10901/2003	Hong Kong	X-RITE (CHINESE SIMPLIFIED)
X-Rite, Incorporated	B11063/2003	Hong Kong	X-RITE (CHINESE TRADITIONAL)
X-Rite, Incorporated	300054198	Hong Kong	X-RITEDOT
X-Rite, Incorporated	109232	Ireland	X-RITE
X-Rite, Incorporated	455016	Italy	X-RITE
X-Rite, Incorporated	106111/2002 4689343	Japan	HOLOMAPPER
X-Rite, Incorporated	4808952	Japan	INTELLITRAX
X-Rite, Incorporated	4787707	Japan	MATCHRITE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	4816082	Japan	MATCHSTIK
X-Rite, Incorporated	4896876	Japan	SPECTROSYNC
X-Rite, Incorporated	4776248	Japan	X (LOGO)
X-Rite, Incorporated	4775416	Japan	X-RITE
X-Rite, Incorporated	2707554	Japan	X-RITE
X-Rite, Incorporated	4674637	Japan	X-RITE (IN KATAKANA CHARACTERS)
X-Rite, Incorporated	4746776	Japan	X-RITEDOT
X-Rite, Incorporated	852984	Mexico	INTELLITRAX
X-Rite, Incorporated	844333	Mexico	MATCHRITE
X-Rite, Incorporated	852286	Mexico	MATCHSTIK
X-Rite, Incorporated	861562	Mexico	SLINGSHOT
X-Rite, Incorporated	852287	Mexico	SPECTROSYNC
X-Rite, Incorporated	854333	Mexico	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	116838	Norway	X-RITE
X-Rite, Incorporated	196343	Sweden	X-RITE
X-Rite, Incorporated	1193680	United Kingdom	X-RITE
X-Rite, Incorporated	1193681	United Kingdom	X-RITE
X-Rite, Incorporated	1193682	United Kingdom	X-RITE
X-Rite, Incorporated	2,903,948 (78/271,544)	USA	ACUGLOSS
X-Rite, Incorporated	1,950,775 (74/603,650)	USA	C (AND DESIGN)
X-Rite, Incorporated	2,606,201 (76/325,078)	USA	COLORDESIGNER
X-Rite, Incorporated	1,916,226 (74/560,029)	USA	COLORMAIL
X-Rite, Incorporated	2,673,131 (76/289,959)	USA	COLORMAIL EXPRESS

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	2,792,985 (78/120,768)	USA	DIGITAL STYLE AND DESIGN
X-Rite, Incorporated	2,768,208 (78/104,723)	USA	E-Z-COLOR
X-Rite, Incorporated	2,552,403 (76/230,507)	USA	FORMULATION MASTER
X-Rite, Incorporated	3,115,002 (78/389,086)	USA	INTELLITRAX
X-Rite, Incorporated	1,919,420 (74/560,044)	USA	MATCHRITE
X-Rite, Incorporated	1,916,225 (74/559,830)	USA	PAINT-MASTER
X-Rite, Incorporated	3,021,994 (78/390,639)	USA	PATHFINDER
X-Rite, Incorporated	1,927,661 (74/559,831)	USA	PLASTIC-MASTER
X-Rite, Incorporated	3,094,012 (78/400,768)	USA	PULSE
X-Rite, Incorporated	1,806,684 (74/260,234)	USA	QA-MASTER
X-Rite, Incorporated	2,599,412 (76/285,930)	USA	SHADEVISION
X-Rite, Incorporated	3,091,086 (78/368,873)	USA	SPECTROSYNC
X-Rite, Incorporated	3,006,601 (78/372,050)	USA	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	2,622,225 (76/268,414)	USA	TELEFLASH
X-Rite, Incorporated	1,927,662 (74/559,832)	USA	TEXTILE-MASTER
X-Rite, Incorporated	2,938,921 (78/292,683)	USA	VERICOLOR

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	2,554,104 (76/165,564)	USA	VUE-RITE
X-Rite, Incorporated	2,861,631 (78/228,533)	USA	X (LOGO)
X-Rite, Incorporated	1,232,506 (73/324,361)	USA	X-RITE
X-Rite, Incorporated	2,633,240 (76/285,932)	USA	X-RITE
X-Rite, Incorporated	721,938 (72/112,450)	USA	X-RITE
X-Rite, Incorporated	1,948,575 (74/603,724)	USA	X-RITECOLOR
X-Rite, Incorporated	2,662,907 (76/367,599)	USA	X-RITECOLOR MASTER
X-Rite, Incorporated	2,861,597 (78/217,949)	USA	X-RITEDOT
X-Rite, Incorporated	1,661,580 (74/125,769)	USA	X-SCAN
X-Rite GmbH	2868322 03-AUG-2004	USA	OPTRONIK
X-Rite GmbH	2302495 17-SEP-2003	Community Trademarks	OPTRONIK
X-Rite GmbH	30602790 20-FEB-2006	Germany	LightCon sphere
X-Rite GmbH	30569516 07-JUN-2006	Germany	TeleFlash
X-Rite GmbH	30569518 07-JUN-2006	Germany	AutoCon
X-Rite GmbH	30569519 07-JUN-2006	Germany	MasterCon
X-Rite GmbH	30569517 07-JUN-2006	Germany	GlossCon
X-Rite GmbH	30569520 07-JUN-2006	Germany	ColourCon
X-Rite GmbH	30569515 07-JUN-2006	Germany	GlossFlash
X-Rite GmbH	30569521 07-JUN-2006	Germany	LightCon
X-Rite, Inc.	4192774	China	Slingshot

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Inc.	300741308	Germany	Carflash
X-Rite, Inc.	2004-074139	Japan	Streamlined Color Management

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>
GretagMacBeth, LLC	4636461	EU
GretagMacBeth, LLC	4634572	EU

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>
Pantone	2006-119326	Japan
Pantone GOE	2007-059682	Japan
Pantone Universe	2007-066092	Japan
Pantone Universe	2007-044840	Japan
Pantone Internationale Collection	185670	Mexico

Trademark Applications:

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	1171041	Australia	X-RITE
X-Rite, Incorporated	826811914	Brazil	INTELLITRAX
X-Rite, Incorporated	826811906	Brazil	MATCHSTIK
X-Rite, Incorporated	826811922	Brazil	PATHFINDER
X-Rite, Incorporated	826810497	Brazil	PULSE
X-Rite, Incorporated	826811264	Brazil	SPECTROSYNC
X-Rite, Incorporated	826816223	Brazil	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	825765838	Brazil	X (LOGO)

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	825791847	Brazil	X-RITEDOT
X-Rite, Incorporated	4192773	China (People's Republic)	PULSE
X-Rite, Incorporated	4192771	China (People's Republic)	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	003951803	European Community	SPECTROSYNC
X-Rite, Incorporated	78/388,401	USA	MATCHSTIK
X-Rite, Incorporated	76/661,036	USA	PLATESCOPE
X-Rite, Incorporated	76/662,827	USA	SHADE-X
Pantone, Inc.	1,207,286	Canada	COLORSTROLOGY
Pantone, Inc.	1,351,659	Canada	PANTONE GOE
Pantone, Inc.	180382	Ecuador	PANTONE
Pantone, Inc.	6206651	European Union	PANTONE
Pantone, Inc.	6083653	European Union	PANTONE GOE
Pantone, Inc.	5143508	European Union	PANTONE THE COLOR OF IDEAS
Pantone, Inc.	300890631	Hong Kong	PANTONE GOE
Pantone, Inc.	1568979	India	PANTONE GOE
Pantone, Inc.	1465483	India	THE COLOR OF IDEAS
Pantone, Inc.	10180 2004 MI	Italy	PANTONE
Pantone, Inc.	2006-119326	Japan	PANTONE
Pantone, Inc.	2007-59682	Japan	PANTONE GOE
Pantone, Inc.	2007-66092	Japan	PANTONE UNIVERSE (English)
Pantone, Inc.	2007-44840	Japan	PANTONE UNIVERSE (English)
Pantone, Inc.	5677002	China (People's Republic)	COLOR CUE (English)
Pantone, Inc.	4222104	China (People's Republic)	COLORSTROLOGY (English)

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	5677003	China (People's Republic)	HUEY (English)
Pantone, Inc.	N/A	China (People's Republic)	PANTONE GOE
Pantone, Inc.	N/A	China (People's Republic)	PANTONE (English)
Pantone, Inc.	5366985	China (People's Republic)	PANTONE UNIVERSE (English)
Pantone, Inc.	5366984	China (People's Republic)	PANTONE UNIVERSE (English)
Pantone, Inc.	5366983	China (People's Republic)	PANTONE UNIVERSE (English)
Pantone, Inc.	5367002	China (People's Republic)	PANTONE UNIVERSE (English)
Pantone, Inc.	5507003	China (People's Republic)	PANTONE UNIVERSE (English)
Pantone, Inc.	5709783	China (People's Republic)	PANTONE UNIVERSE (English)
Pantone, Inc.	5382502	China (People's Republic)	THE COLOR OF IDEAS (English)
Pantone, Inc.	095024217	Taiwan	PANTONE UNIVERSE
Pantone, Inc.	78/372,886	USA	COLORSTOLOGY
Pantone, Inc.	78/653,894	USA	COLORSTOLOGY
Pantone, Inc.	78/588,705	USA	GLAMTONE
Pantone, Inc.	77/120,611	USA	PANTONE
Pantone, Inc.	77/196,560	USA	PANTONE GOE
Pantone, Inc.	78/388,190	USA	PANTONE UNIVERSE
Pantone, Inc.	78/653,898	USA	PANTONE UNIVERSE
Pantone, Inc.	78/859,218	USA	PANTONE UNIVERSE
Pantone, Inc.	78/859,226	USA	PANTONE UNIVERSE
Pantone, Inc.	78/859,231	USA	PANTONE UNIVERSE
Pantone, Inc.	78/859,237	USA	PANTONE UNIVERSE
Pantone, Inc.	78/859,233	USA	PANTONE UNIVERSE
Pantone, Inc.	78/465,154	USA	PANTONE UNIVERSE MIX-ALL ABOUT COLOR

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Pantone, Inc.	78/888,759	USA	THE COLOR OF IDEAS

Domain Names:

<u>OWNER</u>	<u>DOMAIN NAME</u>
X-Rite, Incorporated	xrite.com
X-Rite, Incorporated	xrite.net
X-Rite, Incorporated	xrite.org
X-Rite, Incorporated	x-rite.com
X-Rite, Incorporated	x-rite.net
X-Rite, Incorporated	x-rite.org
X-Rite, Incorporated	xrite.co.uk
X-Rite, Incorporated	xrventures.com
X-Rite, Incorporated	monacosystems.com
X-Rite, Incorporated	monacosys.com
X-Rite, Incorporated	monacoezcolor.com
X-Rite, Incorporated	ezcolor.com
X-Rite, Incorporated	matchrite.com
X-Rite, Incorporated	measureitrite.com
X-Rite, Incorporated	shadevision.com
X-Rite, Incorporated	shade-vision.com
X-Rite, Incorporated	shade-rite.com
X-Rite, Incorporated	virtualpainting.net
Pantone, Inc.	all-aboutcolor.com
Pantone, Inc.	allaboutcolour.com
Pantone, Inc.	askpantone.com
Pantone, Inc.	bringingyoutoyoursenses.com
Pantone, Inc.	chromacity.com
Pantone, Inc.	colorcommand.com
Pantone, Inc.	colorcommandcenter.com
Pantone, Inc.	colorcueonline.com
Pantone, Inc.	colorsearchengine.com
Pantone, Inc.	colorshopper.com
Pantone, Inc.	colorstore.biz
Pantone, Inc.	color-store.com
Pantone, Inc.	colorstrology.com
Pantone, Inc.	colorvantageinks.com
Pantone, Inc.	explorecolor.com

<u>OWNER</u>	<u>DOMAIN NAME</u>
Pantone, Inc.	findmycolor.com
Pantone, Inc.	hexachrome.info
Pantone, Inc.	hexachrome.net
Pantone, Inc.	lherbert.com
Pantone, Inc.	matchpantonecolors.com
Pantone, Inc.	mypantone.com
Pantone, Inc.	namethatcolor.com
Pantone, Inc.	obsessivecolordisorder.com
Pantone, Inc.	palettecentral.com
Pantone, Inc.	palettecentral.net
Pantone, Inc.	palettizer.com
Pantone, Inc.	palettizer.net
Pantone, Inc.	pantone.biz
Pantone, Inc.	pantone.co.nz
Pantone, Inc.	pantone.co.uk
Pantone, Inc.	pantone.com
Pantone, Inc.	pantone.de
Pantone, Inc.	pantone.info
Pantone, Inc.	pantone.net
Pantone, Inc.	pantone.tv
Pantone, Inc.	pantone.us
Pantone, Inc.	pantonebr.com
Pantone, Inc.	pantonecentral.com
Pantone, Inc.	pantonecolorexperience.com
Pantone, Inc.	pantonecolorvision.com

<u>OWNER</u>	<u>DOMAIN NAME</u>
Pantone, Inc.	pantonedirect.com
Pantone, Inc.	pantone-espana.com
Pantone, Inc.	pantone-france.com
Pantone, Inc.	pantonehq.com
Pantone, Inc.	pantoneia.com
Pantone, Inc.	pantoneinfo.com
Pantone, Inc.	pantoneinkjet.com
Pantone, Inc.	pantone-italia.com
Pantone, Inc.	pantoneland.com
Pantone, Inc.	pantonepaint.com
Pantone, Inc.	pantonepaints.com
Pantone, Inc.	pantoneru.com
Pantone, Inc.	pantone-ru.com
Pantone, Inc.	pantonerussia.com
Pantone, Inc.	pantone-russia.com
Pantone, Inc.	pantonescape.com
Pantone, Inc.	pantoneuniverse.com
Pantone, Inc.	pantoneview.com
Pantone, Inc.	panteworld.com
Pantone, Inc.	senseofcolor.com
Pantone, Inc.	thecolorexperience.com
Pantone, Inc.	therightcolor.com
Pantone, Inc.	thewrongcolor.com

Trademark Licenses:

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>DESCRIPTION</u>
Cor & Aparencia Comercial Ltda. (Brazil)	X-Rite, Inc.	Trademark license agreement (X-Rite Mark & X-Rite Authorized Service Center)
X-Rite, Inc.	Hewlett Packard Company	Technology license agreement (Patent App. Nos. 10/818,622; 11/054,209; 11/054,210; 11/054,193)

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RECORDED: 11/08/2007

**TRADEMARK
REEL: 003657 FRAME: 0855**