

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
International Imaging Materials, Inc.		11/29/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	127 Public Square		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3166339	CLEAN START	
Registration Number:	2891722	DECOTHERM	
Registration Number:	2850263		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415.954.0200		
<b>Email:</b>	trademark@ssd.com		
<b>Correspondent Name:</b>	Francesca Crisera, Esq.		
<b>Address Line 1:</b>	Squire, Sanders & Dempsey L.L.P.		
<b>Address Line 2:</b>	One Maritime Plaza, Suite 300		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-3492		
<b>ATTORNEY DOCKET NUMBER:</b>	020687.28		
<b>NAME OF SUBMITTER:</b>	Francesca Crisera		

CH \$90.00 3166339

Signature:	/francesca crisera/
Date:	12/11/2007
<p><b>Total Attachments: 12</b></p> <p>source=Trademark - Security Agreement#page1.tif source=Trademark - Security Agreement#page2.tif source=Trademark - Security Agreement#page3.tif source=Trademark - Security Agreement#page4.tif source=Trademark - Security Agreement#page5.tif source=Trademark - Security Agreement#page6.tif source=Trademark - Security Agreement#page7.tif source=Trademarks - Supplement 1 to Security Agreement#page1.tif source=Trademarks - Supplement 1 to Security Agreement#page2.tif source=Trademarks - Supplement 1 to Security Agreement#page3.tif source=Trademarks - Supplement 1 to Security Agreement#page4.tif source=Trademarks - Supplement 1 to Security Agreement#page5.tif</p>	

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN  
TRADEMARKS AND LICENSES**

**THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES** (this "Agreement") is made as of October 19, 2004, by **INTERNATIONAL IMAGING MATERIALS, INC.**, a Delaware corporation, having an office at 310 Commerce Drive, Amherst, NY 14228 (the "Grantor") in favor of **KEYBANK NATIONAL ASSOCIATION**, a national banking association, having an office at 127 Public Square, Cleveland, Ohio 44114 ("KeyBank"), as Administrative Agent.

**RECITALS**

A. The Grantor is the owner of certain Trademark Collateral (as defined below).

B. The Grantor, as borrower (the "Borrower"), has entered into that certain Amended and Restated Credit Agreement dated as of October 19, 2004 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Borrower, various financial institutions (the "Lenders") and KeyBank, as administrative agent for the Lenders (the "Administrative Agent") and as LC Issuer. Pursuant to the Credit Agreement, upon the satisfaction of certain terms and conditions contained therein, the Lenders will make certain advances and other financial accommodations available to the Borrower. Each capitalized term not defined herein has the same meaning as in the Credit Agreement.

C. The Grantor has agreed to grant to the Administrative Agent, for the benefit of the Lenders, a security interest in all of its right, title and interest in and to the Trademark Collateral as collateral security for the Obligations (as defined in the Credit Agreement).

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the Grantor hereby:

1. Grants to the Administrative Agent for the benefit of the Lenders, as security for the Obligations, a security interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by the Grantor, and whether now or hereafter existing (the "Trademark Collateral"): (i) all United States and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, United States and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"), including, without limitation, the trademarks and trademark applications listed in Exhibit A; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and

payments therefor, (iv) the rights of the Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Grantor after the date hereof.

3. Represents and warrants as follows:

(a) Set forth in Exhibit A is a complete and accurate list of all of the Grantor's trademark registrations and applications in existence as of the date hereof.

(b) The Grantor owns all Trademarks identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Trademarks, including Trademarks owned by any third party.

(c) All Trademarks are free from any Lien not permitted under Section 13.4 of the Credit Agreement and free of any restrictions which could reasonably be expected to have a Material Adverse Effect on the operation of the business of the Grantor as presently conducted.

(d) The Grantor, as of the date hereof, has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademarks.

(e) All of the registered trademarks among the Trademark are currently in compliance in all material respects with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No material Trademark has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and none of the Trademarks is infringed or has been challenged or threatened in any way.

(g) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any material Trademark Collateral and has taken all necessary steps to ensure that all licensed users of any such Trademark Collateral adhere to such consistent standards of quality.

(h) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Trademark Collateral pursuant hereto, or for the execution, delivery

or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each United States trademark registration and application among the Trademarks, or (iii) for the exercise by the Administrative Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States trademark registration and application.

4. Covenants as follows:

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

(b) The Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any new Trademark Collateral, including any new trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such trademark registration or application, will automatically become part of the Trademark Collateral. The Grantor further agrees that it shall deliver to the Administrative Agent a written report, in reasonable detail, upon the Administrative Agent's request but not more than annually, setting forth each new trademark application or registration that the Grantor has filed, acquired, created or otherwise obtained since the previous report. The Grantor authorizes the Administrative Agent to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Administrative Agent in effecting any such amendment) to include any trademark registration or application which becomes part of the Trademark Collateral.

(e) With respect to each material trademark application or registration set forth in Exhibit A hereto, the Grantor agrees to take all necessary or desirable steps based upon the Grantor's reasonable business judgment, including, without limitation, in the United

States Patent and Trademark Office or in any court, to (i) maintain each such trademark registration, and (ii) pursue each such trademark application, now or hereafter included in the Trademark Collateral to the extent it has material value or is material to the conduct of the Grantor's business as then conducted, including, if appropriate in the Grantor's judgment, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each material new or acquired Trademark to which it now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any trademark registration or application now or hereafter included in the Trademark Collateral except in the exercise of the Grantor's reasonable business judgment.

(f) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such material Trademark Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any such material Trademark Collateral use such consistent standards of quality.

(g) The Grantor agrees to notify the Administrative Agent promptly and in writing if it learns (i) that any material Trademark Collateral has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material Trademark, or (iii) of any adverse determination with respect to the validity or enforceability of any material Trademark.

(h) In the event that the Grantor makes a determination in its reasonable business judgment that any material Trademark has been infringed or misappropriated by a third party, the Grantor shall promptly notify the Administrative Agent and will take such actions as the Grantor deems appropriate under the circumstances to protect such Trademark, including, if deemed appropriate, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

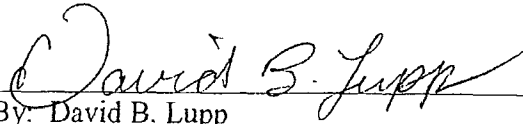
(i) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral.

(j) The Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral except to an affiliate with prompt written notice thereof to the Administrative Agent or as otherwise permitted by the Credit Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral except for the pledge and security interest created by

this Agreement or otherwise permitted by the Credit Agreement.

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

**INTERNATIONAL IMAGING MATERIALS, INC.**  
(“GRANTOR”)

  
By: David B. Lupp  
Its: Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York )  
 ) ss:  
COUNTY OF Erie )

On this 19 day of October, 2004, before me personally came David Blupp, to me known, who, being duly sworn, did depose and state that [s]he is the Chief Financial Off of Intern'l Draging Mat, the company described in and which executed the above instrument; and that [s]he signed [her] his name thereto by order of the Board of Directors of said company.

Kelly A Julius  
Notary Public  
My commission expires: May 31, 2006

[SEAL]

KELLY A. JULIUS  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
My Commission Expires May 31, 2006



EXHIBIT A  
TRADEMARKS

Owner: International Imaging Materials, Inc.

<u>Mark</u>	<u>Jurisd.</u>	<u>Reg. No.</u>	<u>Application No.</u>
IIMAK	US	2,183,944	S/N 75/326,397
IIMAK	Canada	322,637	
IIMAK	Brazil	819,326,151	
IIMAK	Mexico	535,330	S/N 276,306
IIMAK	EU	591,479	
IIMAK (Stylized)	US	1,771,379	S/N 74/247,144
IIMAK DESIGN	US		S/N 76465801
INFORMATION EDGE	US	2,268,232*	S/N 75/352,323
	EU	591,420 (pending)*	(Abandoned)
NET	US	1,986,182	S/N 74/552,363 – Abandoned 7/9/02
DURACOAT	US	2,061,803	S/N 74//558,142
	EU	1,281,708 (pending)	S/N 767681
DURACOAT UV-GUARD	US	(APPLICATION PENDING)	S/N 76,435,201
TOTAL ACCESS	US	2,270,227	S/N 75/352,324
END \$ENSE	US	2,251,132	S/N 75413722
COMPETITIVE EDGE	US	S/N 74/552,353*	
	EU	591,438*	(Abandoned)
MediaMatch	US	(Abandoned Trademark 11/00)	
BasicBuy	US	(Preparing Application for Trademark)	
Flexwax	Argentina	1,774,935	S/N 2188870
DECOTHERM	US	7684404	S/N 76/552,361
NET MARK	US	(Abandoned Trademark 10/29/98)	75368642
NET MARK	EU	(Abandoned Trademark 1/14/99)	767699
Clean Start	US		S/N 78348620

\* These service marks may not be used in the sign making field per Settlement Agreement dated as of September 15, 1999, by and between IIMAK and Gerber Scientific, Inc.; the “Information Edge” service marks may not be used in the sign making field.

**SUPPLEMENT NO. 1 TO COLLATERAL ASSIGNMENT OF SECURITY INTEREST  
IN TRADEMARKS AND LICENSES**

**THIS SUPPLEMENT NO. 1 TO THE COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES** ("Supplement No. 1") is made as of November 29, 2007, by KEYBANK NATIONAL ASSOCIATION, a national banking association ("KeyBank"), as Administrative Agent (as defined below).

RECITALS

A. Pursuant to the Collateral Assignment of Security Interest in Trademarks and Licenses, dated as of October 19, 2004 (as heretofore amended, supplemented or otherwise modified, the "Security Agreement"), by International Imaging Materials, Inc., a Delaware corporation (the "Grantor") in favor of KeyBank, as administrative agent (the "Administrative Agent"), the Grantor has granted a security interest to the Administrative Agent for the benefit of certain Lenders described therein, in its Trademarks and other Trademark Collateral (as each such term is defined in the Security Agreement) existing from time to time.

B. Pursuant to Section 4(d) of the Security Agreement, the Administrative Agent is permitted to amend Exhibit A to the Security Agreement to include any new trademark registration or application that becomes part of the Trademark Collateral, without the consent of the Grantor.

C. The Grantor has advised the Administrative Agent that it has obtained an ownership interest in new Trademark Collateral including new trademark registrations or applications.

**NOW THEREFORE**, the Security Agreement is hereby supplemented as follows:

1. Exhibit A to the Security Agreement is hereby replaced in its entirety with the attached Exhibit A.
2. Except as expressly modified herein, all the terms and provisions of the Security Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Administrative Agent has executed this Supplement No. 1 to the Collateral Assignment of Security Interest in Trademarks and Licenses on the date first written above.

KEYBANK NATIONAL ASSOCIATION, as  
Administrative Agent

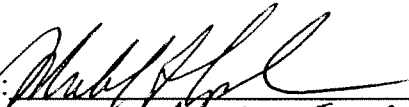
By:   
Name: MICHAEL F. LARHAM  
Title: VP

EXHIBIT A  
IIMAK TRADEMARKS / SERVICEMARKS – ISSUED, PENDING AND ABANDONED

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Date Registered</u>	<u>Status</u>
Clean Start (Word)	Argentina	2.570.001	2/4/2005	2.102.459	8/2/2006	
	Brazil	826985335	12/8/2004			
	Canada	1,240,097	12/14/2004	653,168	11/22/2005	
	China	app# 5032623	7/7/2006			
	International (CTM) (CTM Note: CTM includes: Australia, China, Japan, South Korea, and Singapore. Also all EU countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, The Netherlands, and the United Kingdom.)	app# 0004180469	12/7/2004	4180469	2/9/2006	7/13/05 Opposition Stage - 2 mth
	Mexico	692867	12/14/2004	874319	3/30/2005	Published 03/22/05, No opposition filed
	Paraguay	S/N 01728	1/31/2005	285568	12/27/2005	Published 03/31/05, 30 day opposition period
<b>CLEAN START</b>	Uruguay	360.138	2/15/2005	12/25/1900	9/8/2005	
	US	78/348,620	1/7/2004	3,002,786	9/27/2005	
Clean Start (Design)	Argentina	2.570.002	2/4/2005	2.102.461	8/2/2006	
	Australia	1075050	3/24/2005	857866	9/15/2005	Extension of

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Date Registered</u>	<u>Status</u>
						Protection from 3/24/2005 - 3/24/2015.
	Brazil	827120737	1/13/2005	827120737	2/15/2005	Granted 8/21/07
	Canada	1,243,803	1/17/2005	656,904	1/19/2006	11/10/05 Notice of Allowance
	China	app# 5032676		857866	3/24/2005	Status as of 7/07/2006
	International (CTM) (see "CTM Note" above)	S/N 004236782	1/11/2005	857866	3/24/2005	09/22/05 Published
	Japan	857866	3/20/2006	857866	3/24/2005	
						Intl Registration Date: 3/24/2005
	Korea (Republic of)			857866	8/8/2006	
	Mexico	697,387	1/18/2005	874410	3/30/2005	
	Paraguay	SIN 01727	1/31/2005	284845	12/6/2005	Published 03/22/05, No opposition filed
	Singapore			857866	3/24/2005	Status as of 7/13/2005
	South Africa	2005/06412	3/30/2005	Filed		Status as of 7/13/2005
	Uruguay	360.139	2/15/2005	360.139	9/8/2005	Published 03/31/05, 30 day opposition period
CLEAN START (Design)	US	78/548,969	1/18/2005	3,166,339	10/31/2006	09/22/05 Published, statement of use submitted
Competitive Edge	U.S.	74/552,353	7/22/1994	2,478,734	8/21/2001	

<b>Mark</b>	<b>Country</b>	<b>Serial Number</b>	<b>Date Filed</b>	<b>Registration Number</b>	<b>Date Registered</b>	<b>Status</b>
DecoTherm Class 21 & 40	U.S.	76/552,361	9/26/2003	3,007,675	10/18/2005	
DecoTherm Class 016	U.S.	76/484,404	1/22/2003	2,891,722	10/5/2004	
DecoTherm International	International (CTM) (see "CTM Note" above)			918,313	12/13/2006	
	Australia			918,313	12/13/2006	
	China			918,313	12/13/2006	
	Japan			918,313	12/13/2006	
	Korea			918,313	12/13/2006	
	Singapore			918,313	12/13/2006	
Duracoat	US	74/558,142	8/8/1994	2,061,803	5/13/1997	
	EU			1281708	10/5/2000	
Duracoat UV - GUARD	US	app# 76/435201	7/29/2002	2,952,372	5/17/2005	
End Sense	US	75/413772	1/5/1998	2251132	6/8/1999	
Flex Wax	Argentina	2188870		1,774,935		
High Mark	EU	767665		Filed - 03/05/1998		
IIMAK	US	75/326397	7/15/1997	2,183,944	7/25/1998	
	Canada	531105	11/6/1984	TMA322637	1/9/1987	
	Brazil	819326151	6/19/1996	819326151	5/9/2000	Expired 10/8/2006
	Mexico	276,306	10/8/1996	Reg. 535330	10/30/1996	
	EU	S/N 000591479	7/17/1997	Reg.000591479	6/6/1999	

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Date Registered</u>	<u>Status</u>
	China	app# 5032624	7/7/2006			
IIMAK Design	US	76/465,801	11/8/2002	2,850,263	6/8/2004	
IIMAK Wordmark	China	app# 5032623	11/29/2005			
Information Edge	US	75/352,323*	9/5/1997	2,268,232	8/10/1999	Abandoned
	EU	591,420				
Net Mark	EU			S/N 767699		Abandoned
Prime Mark	EU	767707		5/6/1998		

\* these servicemarks may not be used in the sign making field per our settlement agreement with Gerber Scientific, Inc.