

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Custom Extrusion Technologies, Inc.	FORMERLY Coburn Graphic Films, Inc.	12/10/2007	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Churchill Financial LLC
Street Address:	400 Park Avenue
Internal Address:	Suite 1510
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	73636508	AUTO GRAPHIC
Serial Number:	76663696	CET
Serial Number:	76610204	CLARITEX
Serial Number:	76443142	CLEAR CHOICE
Serial Number:	73740668	COBURN
Serial Number:	76591213	CGF COBURN GRAPHIC FILMS, INC.
Serial Number:	76591211	DIFFRACTO-LITE
Serial Number:	76663646	DIGIKIT
Serial Number:	76663645	DIGIMASK
Serial Number:	73810681	K.O.
Serial Number:	75845686	MULTI-LENS
Serial Number:	76396813	PERFORM
Serial Number:	75326903	R TAPE

OP \$565.00 73636508

Serial Number:	75942983	RLA
Serial Number:	73422625	RODYNE
Serial Number:	75942982	R TAPE CONFORM SERIES
Serial Number:	73420848	SAFE-GLO
Serial Number:	73420849	SPARKLE-BRITE
Serial Number:	76591212	SPARKLE-GLO
Serial Number:	73422635	TMP
Serial Number:	76663647	VINYLEFX
Serial Number:	73700019	CO-TRONIX

CORRESPONDENCE DATA

Fax Number: (212)230-7740

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

Phone: 212-318-6556

Email: kathleenmangual@paulhastings.com

Correspondent Name: Kathleen Mangual

Address Line 1: c/o Paul Hastings, LLP

Address Line 2: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	12/12/2007

Total Attachments: 12

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 10, 2007, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CHURCHILL FINANCIAL LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among R Tape Corporation, a New Jersey corporation (“R Tape”) and Custom Extrusion Technologies, Inc., a New Jersey corporation (“CET”, and together with R Tape, individually and collectively and jointly and severally, the “Borrowers”), International Graphics, Inc., a Delaware corporation (“IGI”), IGI Holding Corp., a Delaware corporation, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 10, 2007 in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Intellectual Property Collateral”): (i) all of its Copyrights referred to on Schedule 1A hereto (ii) all of its Patents referred to on Schedule 1B hereto, and (iii) all of its Trademarks referred to on Schedule 1C hereto.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the

Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Intellectual Property Security 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.

[SIGNATURE PAGES FOLLOW]

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.

R TAPE CORPORATION, as a Grantor

By: 

Name: MICHAEL W. ROVATTA

Title: PRESIDENT & CEO

CUSTOM EXTRUSION TECHNOLOGIES, INC., as a Grantor

By: 

Name: MICHAEL W. ROVATTA

Title: PRESIDENT & CEO

IGI HOLDING CORP., as a Grantor

By: John L. Pouschine
Name: John L. Pouschine
Title: President

Signature Page to Intellectual Property Security Agreement

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Acknowledgment of Grantor

STATE OF New Jersey)
)
COUNTY OF Somerset)

ss.

On this [] day of November, 2007 before me personally appeared Michael Roughton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of R Tape Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



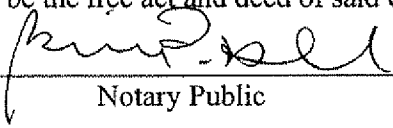
Notary Public

Michael E. Helmer
Attorney at law
State of NJ

Acknowledgment of Grantor

STATE OF *New York*)
)
COUNTY OF *New York*) ss.

On this 4 day of December, 2007 before me personally appeared John L. Pouschine, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IGI Holding Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

BONNIE L. HARLAND
Notary Public, State of New York
No. 01HA6104400
Qualified in New York County
Commission Expires Jan. 20, 2008

SCHEDULE 1A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS:

Owner	Title	Registration Number	Registration Date
Coburn Graphic Films, Inc. (n/k/a CET)*	Vel-Lux	1-392-548	07/20/84
Coburn Graphic Films, Inc. (n/k/a CET)*	Para-Vision	1-392-550	07/20/84
Coburn Graphic Films, Inc. (n/k/a CET)*	Non-Slip	1-392-549	07/20/84
Coburn Graphic Films, Inc. (n/k/a CET)*	Star Galaxy Design	309-121	08/17/94

*assigned August 21, 2000 pursuant to an Assignment from Coburn Corporation to Coburn Graphic Films, Inc. (n/k/a CET). The Assignment is in the process of being recorded with the U.S. Copyright Office.

SCHEDULE 1B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Owner	Title	Application Number	Date
R Tape Corporation	Process for Making Metalized Micro-Embossed Films	11/906,728	08/30/07

SCHEDULE 1C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS:

MARK	Country	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER
CET	ECTM	5566906	12/19/06			Coburn Graphic Films, Inc. (n/k/a CET) ("CGF")
CLARITEX	ECTM	4040515	09/22/04	4040515	06/27/06	CGF
CGF COBURN GRAPHIC FILMS INC. (Stylized & Design)	ECTM	3829314	05/11/04	3829314	09/02/05	CGF
DIAMOND PLATE	ECTM	5136593	06/14/06	5136593	09/18/07	CGF
DIFFRACTO-LITE	ECTM	3825239	05/11/04	3825239	09/02/05	CGF
DIGIKIT	ECTM	5585261	12/22/06			R Tape Corporation
DIGIMASK	ECTM	5585294	12/22/06	5585294	11/09/07	R Tape Corporation
MULTI-LENS (Stylized)	ECTM	3823259	05/10/04	3823259	09/05/05	CGF
PERFORM	ECTM	2419265	10/22/01	2419265	12/19/02	R Tape Corporation
R TAPE	ECTM	3849726	05/26/04	3849726	09/02/05	R Tape Corporation
R TAPE (Stylized & Design)	ECTM	3849718	05/26/04	3849718	09/02/05	R Tape Corporation
RLA	ECTM	1864081	09/12/00	1864081	06/05/02	R Tape Corporation
RODYNE	ECTM	3825213	05/11/04	3825213	09/02/05	CGF
R-TAPE CONFORM	ECTM	1863711	09/12/00	1863711	03/06/02	R Tape Corporation
SAFE-GLO	ECTM	3825155	05/11/04	3825155	09/02/05	CGF
SPARKLE-BRITE	ECTM	3826328	05/10/04	3826328	09/02/05	CGF
SPARKLE-GLO	ECTM	3825205	05/11/04	3825205	09/02/05	CGF
TMP	ECTM	3826245	05/10/04	3826245	09/06/05	CGF

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VINYLEFX	ECTM	5585393	12/22/06	5585393	11/09/07	R Tape Corporation
AUTO GRAPHIC	US	73/636508	12/22/86	1465466	11/17/87	CGF
CET	US	76/663696	07/24/06			CGF
CLARITEX	US	76/610204	09/07/04	3184251	12/12/06	CGF
CLEAR CHOICE	US	76/443142	08/23/02	2719326	05/27/03	R Tape Corporation
COBURN	US	73/740668	07/18/88	1551596	08/15/89	CGF
CGF COBURN GRAPHIC FILMS INC. (Stylized & Design)	US	76/591213	05/10/04	3043545	01/17/06	CGF
DIFRACTO-LITE	US	76/591211	05/10/04	3099690	06/06/06	CGF
DIGIKIT	US	76/663646	07/25/06			R Tape Corporation
DIGIMASK	US	76/663645	07/25/06			R Tape Corporation
K.O.	US	73/810681	07/03/89	1596363	05/15/90	CGF
MULTI-LENS (Stylized)	US	75/845686	11/10/99	2431203	02/27/01	CGF
PERFORM	US	76/396813	04/18/02	2882364	09/07/04	R Tape Corporation
R TAPE (Stylized & Design)	US	75/326903	07/18/97	2434454	03/13/01	R Tape Corporation
RLA	US	75/942983	03/13/00	2600074	07/30/02	R Tape Corporation
RODYNE	US	73/422625	04/21/83`	1281575	06/12/84	CGF
R-TAPE CONFORM SERIES (Stylized & Design)	US	75/942982	03/13/00	2463647	06/26/01	R Tape Corporation
SAFE-GLO	US	73/420848	04/11/83	1284279	07/03/84	CGF
SPARKLE-BRITE	US	73/420849	04/11/83	1290017	08/14/84	CGF
SPARKLE-GLO	US	76/591212	05/10/04	3161293	10/24/06	CGF
TMP	US	73/422635	04/21/83	1282480	06/19/84	CGF
VINYLEFX	US	76/663647	07/25/06	3337725	11/20/07	R Tape Corporation
CO-TRONIX	US	73/700019	11/23/87	1493908	6/28/88	CGF

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RECORDED: 12/12/2007

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Schedule IC to Intellectual Property Security Agreement