

**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
COLOREP, INC.		04/18/2008	CORPORATION: CALIFORNIA
TRANSPRINT USA, INC.		04/18/2008	CORPORATION: VIRGINIA
BETA COLOR, LLC		04/18/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	2 North Lake Avenue
Internal Address:	Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	78958016	P3RFORMANCE
Registration Number:	0929749	
Serial Number:	78958022	NO RULES WASH
Serial Number:	77080404	AIRDYE
Registration Number:	3275191	COLOREP
Serial Number:	78958019	P
Serial Number:	78973860	P P3RFORMANCE
Serial Number:	77207843	ECOBANNER
Serial Number:	77357434	FABRICEUTICALS
Registration Number:	2069949	TRANSWIDE

**CORRESPONDENCE DATA**

**900104691**

**TRADEMARK  
 REEL: 003763 FRAME: 0798**

**CH \$265.00 78958016**

Fax Number: (213)830-8743  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213-680-6400  
Email: kimberley.lathrop@bingham.com  
Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen  
Address Line 1: 355 South Grand Avenue  
Address Line 2: Suite 4400  
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3008309.332273 COLOREP
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	04/21/2008

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 18th day of April, 2008, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan A, Term Loan B and Credit Agreement dated as of April 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among COLOREP, INC., a Delaware corporation, TRANSPRINT USA, INC., a Virginia corporation, BETA COLOR, LLC, a California limited liability company ("Beta Color", and together with Colorep and Transprint, each individually a "Borrower" and collectively, "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security 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, each 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority 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 of such Grantor's Trademarks and Intellectual Property licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property license; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not

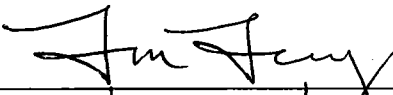
to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*

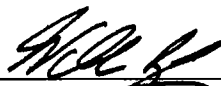
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

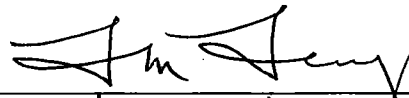
COLOREP, INC.,  
a California corporation

By:   
Name: Larry Levy  
Title: CEO

TRANSPRINT USA, INC.,  
a Virginia corporation

By:   
Name: WILLIAM BOYD  
Title: PRESIDENT

BETA COLOR, LLC,  
a California limited liability company

By:   
Name: Larry Levy  
Title: MANAGER

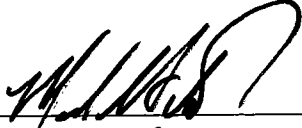
[Signature Page to Trademark Security Agreement]

A/72466908

TRADEMARK  
REEL: 003763 FRAME: 0803

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: MARK A. TITO  
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

AJ72466908

**TRADEMARK**  
**REEL: 003763 FRAME: 0804**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration Number	Application/ Registration Date
Colorep, Inc	USA	P3RFORMANCE	78/958016	8/22/06
Colorep, Inc.	Foreign	NO RULES WASH	929749	8/22/06
Colorep, Inc.	USA	NO RULES WASH	78/958022	8/22/06
Colorep, Inc	USA	AIRDYE	77/080404	1/10/07
Colorep, Inc.	Foreign	AIRDYE	926260	1/10/07
Colorep, Inc.	USA	COLOREP	78/958021 3275191	8/22/06 8/7/07
Colorep, Inc.	USA	P3RFORMANCE (LOGO)	78/958019	8/22/06
Colorep, Inc.	USA	(LOGO) plus P3RFORMANCE	78/973860	9/13/06
Colorep, Inc.	Foreign	ECOBANNER	006517387	6/15/07
Colorep, Inc	USA	ECOBANNER	77/207843	6/15/07
Colorep, Inc.	USA	FABRICEUTICALS	77/357434	12/20/07
Transprint USA	USA	TRANSWIDE	75/146022 2069949	8/6/96 6/10/97



Trade Names

As set forth herein above, but also including:

Transprint USA

Transprint

BetaColor

Common Law Trademarks

As set forth herein above, but also including:

Transprint USA

Transprint

BetaColor

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A