

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
Jet Lithocolor, Inc.		06/04/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 W. Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Banking Association: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1463819	JET LITHOCOLOR
Registration Number:	2197073	DURACLEAR
Registration Number:	3050800	BEYOND IMAGINING
Registration Number:	3354274	JET CONNECT
Serial Number:	77327403	JET
Serial Number:	77327466	JET BEYOND IMAGINING
Serial Number:	77327414	JET
Serial Number:	77327443	BEYOND IMAGINING JET
Registration Number:	2512194	STAR CARD

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780
 Email: asujek@bodmanllp.com
 Correspondent Name: Angela Alvarez Sujek - Bodman LLP

OP \$240.00 1463819

Address Line 1: 201 S. Division Street, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	JET LITHOCOLOR-TM AGT.
NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	06/05/2008

Total Attachments: 6

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 4, 2008, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of June 4, 2008 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among JLI Acquisition Inc. ("Holdings"), together with Jet Lithocolor, Inc. ("Company") pursuant to that certain Assumption Agreement dated as of June 4, 2008 whereby Company assumes all of the obligations of Holdings as a Borrower under the Credit Agreement and becomes a Borrower under the Credit Agreement pursuant to the joinder provisions in Section 11.21 of the Credit Agreement (Company, and such other Subsidiaries (as defined in the Credit Agreement) as may from time to time become Borrowers under the Credit Agreement, collectively the "Borrowers" and each a "Borrower"), and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of June 4, 2008, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of

the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any

Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, or (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the Secured Party shall have consented to such sale or disposition in accordance with the terms thereof.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

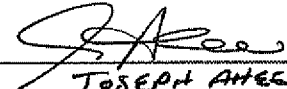
JET LITHOCOLOR, INC.

By: Paul H. Brown

Its: VICE PRESIDENT

SECURED PARTY:

COMERICA BANK

By: 
JOSEPH AHEE

Its: DIRECTOR

SCHEDULE 1.1

TRADEMARK COLLATERALJLI Acquisition, Inc.

None.

Jet Lithocolor, Inc.

Trademarks

<u>Mark</u>	<u>Class(es)</u>	<u>Serial No.</u>	<u>Registration No.</u>
JET LITHOCOLOR	35	73602443	1463819
DURACLEAR	42	75218172	2197073
BEYOND IMAGINING	40	78559040	3050800
JET CONNECT	35/40	78902553	3354274
JET (Word Mark)	35	77327403	Pending
JET BEYOND IMAGING (Logo)	40	77327466	Pending
JET (Word Mark)	40	77327414	Pending
JET BEYOND IMAGING (Logo)	35	77327443	Pending
STAR CARD	9/16	76097574	2512194

License Agreements

- (i) Stored Value Card Fulfillment Services Agreement between Jet Lithocolor, Inc. and Paymentech, L.P., dated August 20, 2007. *Pursuant to this Agreement, Paymentech has granted Jet a non-exclusive, royalty-free, worldwide license to use Paymentech's trademarks and service marks for the purposes set forth in the Agreement. Jet also has granted to Paymentech a non-exclusive, royalty-free, worldwide license to use Jet's trademarks and service marks for the purposes set forth in the Agreement.*

Jet Connect, L.L.C.

None.