

**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>
ColorMatrix Holdings, Inc.		09/30/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	201 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06856-5201		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1929927	AMOSORB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Gayle D. Grocke c/o Latham & Watkins LLP		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 5800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	025646-0337		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>Signature:</b>	/gdg/		
<b>Date:</b>	10/03/2008		

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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2008, is between ColorMatrix Holdings, Inc., a Delaware corporation ("Grantor"), and General Electric Capital Corporation, a Delaware corporation (the "Grantee"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

### WITNESSETH:

**WHEREAS**, Grantor owns certain Trademarks, including, without limitation, the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, ColorMatrix Acquisition Co., Inc. ("US Borrower"), ColorMatrix UK Holdings Limited ("European Borrower," and together with the US Borrower, the "Borrowers") and the other Credit Parties (as defined therein) have entered into an Amended and Restated Credit Agreement dated as of April 4, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with General Electric Capital Corporation, as US agent ("US Agent"), GE Corporate Finance Bank SAS, as European Agent ("European Agent") and the Lenders (as defined therein) (US Agent, European Agent and Lenders are collectively referred to herein as the "Beneficiaries"), providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of May 24, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of itself and the other Beneficiaries a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks as defined in the Security Agreement, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Liabilities (as defined in the Security Agreement); and

**WHEREAS**, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;


- (2) each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1**, or (b) injury to the goodwill associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent any provisions of this Agreement and the Security Agreement or Credit Agreement conflict, the provisions of the Security Agreement or Credit Agreement will govern.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 3<sup>rd</sup> day of September, 2008.

COLORMATRIX HOLDINGS, INC.

By:   
Name: Keith Palumbo  
Title: President

*[Signature Page to Trademark Security Agreement]*

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Grantee

By:   
Name: JOHN M. STEIDLE  
Title: DULY AUTHORIZED SIGNATORY

*[Signature Page to Trademark Security Agreement]*

Schedule 1

**U.S. TRADEMARK REGISTRATIONS**

MARK	Registration No.	Registration Date	Serial No.
AMOSORB	1929927	10/24/1995	74597930

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