

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	After-Acquired Trademark Security Agreement (First Lien)- First Supplemental Filing

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pantone, Inc.		10/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, a Michigan banking corporation, as Collateral Agent
Street Address:	Fifth Third Center, 38 Fountain Square Plaza
Internal Address:	MD 109047
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3428015	PANTONE UNIVERSE

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-577-8265
 Email: kristin.brozovic@kattenlaw.com
 Correspondent Name: Kristin Brozovic c/o Katten Muchin
 Address Line 1: 525 W Monroe Street
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	210196-12
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/

CH \$40.00 3428015

Date:

10/28/2008

Total Attachments: 5

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**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (First Lien)
(FIRST SUPPLEMENTAL FILING)**

THIS AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (FIRST LIEN)(FIRST SUPPLEMENTAL FILING), dated as of October 28, 2008 (as amended, restated, supplemented or otherwise modified from time to time, this "First Supplemental Trademark Security Agreement"), by each of X-RITE, INCORPORATED, a Michigan corporation, and PANTONE, INC., a Delaware corporation (each a "Grantor" and together, "the Grantors"), in favor of FIFTH THIRD BANK, a Michigan banking corporation, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Grantors are party to a Pledge and Security Agreement (First Lien) dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") entered into by Grantors, the other grantors party thereto, in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this First Supplemental Trademark Security Agreement.

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor executed and delivered to Collateral Agent a Trademark Security Agreement (First Lien), dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), entered into by Grantors and the other grantors party thereto in favor of Collateral Agent.

WHEREAS, this First Supplemental Trademark Security Agreement shall amend and supplement the Trademark Security Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Schedule I to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby supplemented by adding thereto the Trademark Collateral (as defined in the Trademark Security Agreement) listed in Exhibit A hereto.

SECTION 3. Applicable Law. This First Supplemental Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 4. Counterparts. This First Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Collateral Agent pursuant to the Trademark Security Agreement (as supplemented by this First Supplemental Trademark Security Agreement) and the exercise of any right or remedy by Collateral Agent thereunder are subject to the provisions of the Intercreditor Agreement, dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among X-Rite, Incorporated, a Michigan corporation ("**Company**"), certain Subsidiaries of Company, the Collateral Agent, BNY, as Second Lien Collateral Agent (as defined therein), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the Trademark Security Agreement (as supplemented by this First Supplemental Trademark Security Agreement), the terms of the Intercreditor Agreement shall govern and control.

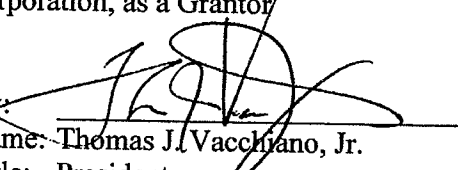
SECTION 6. Credit Document. For the avoidance of doubt, this First Supplemental Trademark Security Agreement is a Credit Document executed pursuant to the First Lien Credit and Guaranty Agreement, dated as October 24, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Company, certain Subsidiaries of Company, as guarantors, the lenders party thereto from time to time, and Fifth Third Bank, a Michigan banking corporation, as administrative agent and collateral agent and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement).

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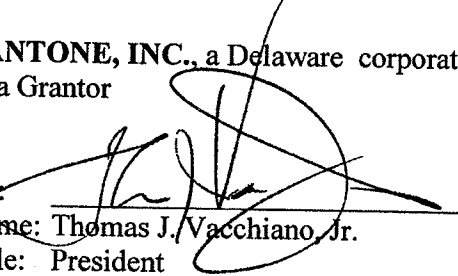
In Witness Whereof, each Grantor has caused this After-Acquired Trademark Security Agreement (First Lien) (First Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

X-RITE, INCORPORATED, a Michigan corporation, as a Grantor

By: 
Name: Thomas J. Vacchiano, Jr.
Title: President

PANTONE, INC., a Delaware corporation, as a Grantor

By: 
Name: Thomas J. Vacchiano, Jr.
Title: President

Accepted and Agreed:

FIFTH THIRD BANK, a Michigan banking corporation, as Collateral Agent

By: _____
Name: _____
Title: _____

In Witness Whereof, each Grantor has caused this After-Acquired Trademark Security Agreement (First Lien) (First Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

X-RITE, INCORPORATED, a Michigan corporation, as a Grantor

By: _____
Name: _____
Title: _____

PANTONE, INC., a Delaware corporation, as a Grantor

By: _____
Name: _____
Title: _____

Accepted and Agreed:

FIFTH THIRD BANK, a Michigan banking corporation, as Collateral Agent


By: 
Name: Scott R. DeMeester
Title: Vice President

EXHIBIT A
to
FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS
AND TRADEMARK LICENSES

Trademark Applications
U.S.A.

Pantone, Inc.	Matchstik Connect	77/401,911	2/20/2008
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Trademark Registrations
U.S.A.

Pantone, Inc.	PANTONE UNIVERSE	3428015	78388190	5/13/2008
X-Rite, Incorporated	MATCHSTIK	3345040	78/388,401	11/27/2007
X-Rite, Incorporated	PLATESCOPE	3362874	76/661,036	1/1/2008
X-Rite, Incorporated	SHADE-X	3462826	76/662,827	7/8/2008