

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PANTONE, INC.		10/28/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON (F/K/A THE BANK OF NEW YORK)		
Street Address:	600 E. Las Colinas Boulevard		
Internal Address:	Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	BANKING CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77401911	MATCHSTIK CONNECT	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	037827-0037		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	10/28/2008		

OP \$40.00 77401911

Total Attachments: 5

source=X-Rite - 2d Lien Trademark#page1.tif

source=X-Rite - 2d Lien Trademark#page2.tif

source=X-Rite - 2d Lien Trademark#page3.tif

source=X-Rite - 2d Lien Trademark#page4.tif

source=X-Rite - 2d Lien Trademark#page5.tif

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

This **TRADEMARK SECURITY AGREEMENT (Second 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 collectively, “**Grantors**”), in favor of **THE BANK OF NEW YORK MELLON (f/k/a The Bank of New York)** (“**BNY**”), in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement (Second 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 and the other grantors party thereto in favor of Collateral Agent.

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor executed and delivered to Collateral Agent a Trademark Security Agreement, 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 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 (“**Borrower**”), certain Subsidiaries of Borrower, Fifth Third Bank, a Michigan banking corporation, as First Lien Collateral Agent (as defined therein), 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 Second 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 Borrower, certain Subsidiaries of Borrower, as guarantors, the lenders party thereto from time to time, GoldenTree Asset Management, L.P., as lead arranger, and BNY, 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).

[Remainder of page intentionally left blank]

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

GRANTORS:

X-RITE, INCORPORATED,
as Grantor

By: 

Name: Thomas J. Vacchiano, Jr.

Title: President

PANTONE, INC.,
as Grantor

By: 

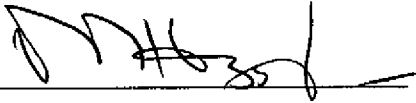
Name: Thomas J. Vacchiano, Jr.

Title: President

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: _____



Name:

ROBERT D HINGSTON

Title:

VICE PRESIDENT

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

Trademark Registrations (U.S.A.):

Owner	Mark	Registration Number	Serial Number	Registration Date
Pantone, Inc.	PANTONE UNIVERSE	3428015	78/388,190	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

Trademark Applications (U.S.A.):

Owner	Mark	Application Serial Number	Application Date
Pantone, Inc.	Matchstik Connect	77/401,911	2/20/2008