

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
Thrall Enterprises, Inc.		04/30/2009	CORPORATION: DELAWARE
Encoder Science Technology, LLC		04/30/2009	LIMITED LIABILITY COMPANY: MINNESOTA
Nazdar Company		04/30/2009	CORPORATION: ILLINOIS
GSI Technologies, LLC		04/30/2009	LIMITED LIABILITY COMPANY: ILLINOIS
Residential Investment Company		04/30/2009	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1672938	CHROMASOY
Registration Number:	3069905	CHROMATIX
Registration Number:	3485494	CLING-ON
Registration Number:	1629933	COLOR STAR
Registration Number:	2739675	IMAGESTAR
Registration Number:	3128615	LYSON
Registration Number:	2617173	NAZDAR
Registration Number:	2620192	NAZDAR
Registration Number:	3026315	POWERPRINT

OP \$490.00 1672938

Registration Number:	3527619	REYHAN PGF
Registration Number:	2638555	SOURCEONE
Registration Number:	2655747	SOURCEONE Z
Registration Number:	1384890	UNIPOL
Registration Number:	3090329	VERSACON
Registration Number:	3043613	VERSAPRINT
Registration Number:	1674561	
Registration Number:	3562377	LAB TO FAB
Registration Number:	3496335	GSI TECHNOLOGIES
Registration Number:	1764933	GRAPHIC SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (312)698-4597
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.849.8206
Email: trademarks@mcguirewoods.com
Correspondent Name: Stephanie A. Zabela, McGuireWoods LLP
Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Stephanie Zabela
Signature:	/Stephanie Zabela/
Date:	05/06/2009

Total Attachments: 9
source=Active_8991705_1_Thrall - Trademark Security Agreement (Executed)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is dated as of April 30, 2009, between **THRALL ENTERPRISES, INC.**, a Delaware corporation ("Thrall"); **ENCODER SCIENCE TECHNOLOGY, LLC**, a Minnesota limited liability company ("Encoder"); **NAZDAR COMPANY**, an Illinois corporation ("Nazdar"); **GSI TECHNOLOGIES, LLC**, an Illinois limited liability company ("GSI"); **RESIDENTIAL INVESTMENT COMPANY**, an Illinois corporation ("RIC" and, collectively with Thrall, Encoder, Nazdar, and GSI, the "Grantor"); and **BANK OF AMERICA, N.A.**, a national banking association, as administrative agent for the Lenders ("Agent") in connection with the Loan Agreement described below.

RECITALS:

WHEREAS, Grantor is indebted to Secured Parties pursuant to that certain Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, the parties wish to provide for the terms and conditions upon which the Obligations shall be secured by the Trademark Collateral (as defined below); and

WHEREAS, this Agreement is made to secure the Secured Obligations (defined below) and in consideration of advances, credit or other financial accommodations now or hereafter being afforded to Grantor by Secured Parties;

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1. **Definitions.** Initially capitalized terms used but not defined herein have the respective meanings set forth in the Loan Agreement. As used herein, the following terms have the meanings set forth below:

Marks: any trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country.

Secured Obligations: any and all of Grantor's indebtedness and/or liabilities to Secured Parties of every kind, nature and description, direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising including all "Obligations" (as defined in the Loan Agreement).

Trademark License: means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by

Grantor and now or hereafter covered by such license agreements.

Trademarks: means any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all Marks; (b) any reissues, extensions or renewals of any Marks; (c) the goodwill of the business symbolized by or associated with the Marks; (d) all domain names; (e) all means of manufacturing goods or offering services covered by the Marks, including trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes; (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of the Marks.

1.2. Certain Matters of Construction. The terms “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. In the computation of periods of time from a specified date to a later specified date, “from” means “from and including,” and “to” and “until” each mean “to but excluding.” The terms “including” and “include” shall mean “including, without limitation” and, for purposes of each Loan Document, the parties agree that the rule of *ejusdem generis* shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation hereof. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any document, instrument or agreement include any amendments, waivers and other modifications, extensions or renewals (to the extent permitted hereby); (c) any section mean, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; (f) time of day mean time of day at Agent’s notice address under the Loan Agreement; or (g) unless otherwise specified herein, discretion of Agent means the sole and absolute discretion of Agent. Grantor shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by any Secured Party hereunder. No provision hereof shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision.

SECTION 2. TRADEMARK COLLATERAL

2.1. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing first priority security interest in all of 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 its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto; and

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

2.2. Intent-to-Use Applications. Notwithstanding anything to the contrary set forth in **Section 2.1** above, or in the Loan Agreement or any other Loan Document, the Trademark Collateral shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively,

or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

2.3. Loan and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Loan Agreement and any security agreement delivered in connection therewith. Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and any security agreement delivered in connection therewith, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2.4. Authorization to Supplement. If Grantor has or obtains rights to any Trademarks or Trademark Licenses not listed on **Schedule I**, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such additional Trademarks or Trademark Licenses. Without limiting Grantor's obligations under this **Section 2.4**, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending **Schedule I** to include any such additional Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on **Schedule I**.

SECTION 3. COVENANTS

3.1. Prosecution of Applications; Maintenance and Renewal of Trademarks. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor shall, until Full Payment of all the Obligations (a) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter, and (b) promptly make applications for, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office any Trademark or Trademark License set forth in **Schedule I** or otherwise, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor also agrees to preserve and maintain all rights in the Trademark Collateral. Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor shall not, without Agent's prior written consent (to be given or withheld in Agent's discretion), abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in **Schedule I** or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in **Schedule I**. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, that could reasonably be expected to affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever.

3.2. Protection of Trademarks. Except as would not have a Material Adverse Effect, Grantor shall (a) protect, defend and maintain the validity and enforceability of all current and future

Trademarks; (b) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Agent in writing of material infringements detected; and (c) not allow any Trademarks to be abandoned, forfeited or dedicated to the public. At any time during the continuance of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Agent shall have the right (but shall not be obligated) during the continuance of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to materially affect value, validity or enforceability of, or any rights of Grantor or Agent in, the Trademark Collateral must be approved, in writing, by Agent, whether or not an Event of Default has occurred and is continuing.

3.3. Expenses. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. If Grantor fails to comply with any of the provisions of **Section 3.1** or **3.2**, Agent shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by Applicable Law, but at Grantor's sole expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Trademark Collateral. In the event that Grantor fails to pay when due any expenses or fees required to be paid by it hereunder, or fails to comply with any other duty under this Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at the rate applicable to Base Rate Revolver Loans.

SECTION 4. MISCELLANEOUS


4.1. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement and shall be considered to be a Loan Document. This Agreement, together with the Loan Agreement and the other Loan Documents, embodies the entire agreement among the parties with respect to the subject matter hereof and amends and supersedes all prior agreements and understandings relating to such subject matter. This letter shall be governed by the laws of the State of Illinois. To the extent not prohibited by applicable law, each of the parties hereto waives its right to a trial by jury, if any, in any action to enforce, defend, interpret, or otherwise concerning this letter. Without limiting the applicability of any other provision of the Loan Agreement, the terms of **Sections 14.14** and **14.15** of the Loan Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Agreement.

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

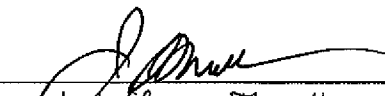
THRALL ENTERPRISES, INC.,
a Delaware corporation

By: 
Name: J. Jeffrey Thrall
Title: President

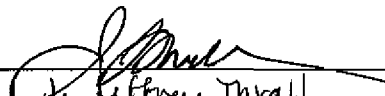
ENCODER SCIENCE TECHNOLOGY, LLC,
a Minnesota limited liability company

By: 
Name: J. Jeffrey Thrall
Title: Chief Manager


NAZDAR COMPANY,
an Illinois corporation

By: 
Name: J. Jeffrey Thrall
Title: Chairman

GSI TECHNOLOGIES, LLC,
an Illinois limited liability company

By: 
Name: J. Jeffrey Thrall
Title: Manager

RESIDENTIAL INVESTMENT COMPANY,
an Illinois corporation

By: 
Name: J. Jeffrey Thrall
Title: Chairman

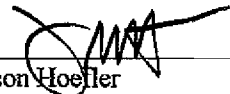
AGENT:

BANK OF AMERICA, N.A., as Agent

By: _____

Name: Jason Hoeller

Title: Vice President




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
CATZPER	Nazdar Company	Proposed		
CHROMASOY	Nazdar Company	Registered	1,672,938	1/21/1992
CHROMATIX	Encoder Science Technology, LLC	Registered	3,069,905	3/21/2006
CLING-ON	Nazdar Company	Registered	3,485,494	8/12/2008
COLOR STAR	Nazdar Company	Registered	1,629,933	1/1/1991
COLORSTAR	Nazdar Company	Registered	066280	3/26/1990
EXCELLO	Nazdar Company	Pending	(Japan)	
IMAGESTAR	Nazdar Company	Registered	2,739,675	7/22/2003
LYSON	Nazdar Company	Proposed	(Australia)	
	Nazdar Company	Pending	(China)	
	Nazdar Company	Proposed	(China)	
	Nazdar Company	Pending	(China)	
	Nazdar Company	Registered	002959799 (EU)	5/6/2004
	Nazdar Company	Proposed	(Hong Kong)	
	Nazdar Company	Registered	300229824 (Hong Kong)	6/9/2004
	Nazdar Company	Pending	(India)	
	Nazdar Company	Proposed	(South Korea)	
	Nazdar Company	Proposed		
	Nazdar Company	Registered	3,128,615	8/15/2006
NAZDAR	Nazdar Company	Registered	757007 (Australia)	11/27/1998
	Nazdar Company	Pending	(Brazil)	
	Nazdar Company	Registered	1500155(China)	1/4/2001
	Nazdar Company	Registered	005274626 (EU)	12/13/2007
	Nazdar Company	Registered	05376 (Hong Kong)	12/9/1993
	Nazdar Company	Pending	(India)	
	Nazdar Company	Registered	4987671 (Japan)	9/15/2006
	Nazdar Company	Registered	98003925 (Malaysia)	3/31/1998
	Nazdar Company	Registered	653896 (Mexico)	4/28/2000
	Nazdar Company	Registered	46569 (Peru)	6/12/1998
	Nazdar Company	Registered	T98/02471D (Singapore)	3/17/1998
	Nazdar Company	Registered	1992/05353 (S. Africa)	6/26/1992

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
	Nazdar Company	Registered	1992/05354 (S. Africa)	6/26/1992
	Nazdar Company	Registered	443720 (South Korea)	3/10/1999
	Nazdar Company	Registered	808244 (Taiwan)	7/15/1998
	Nazdar Company	Registered	KOR83513 (Thailand)	12/17/1998
	Nazdar Company	Registered	2,617,173	9/10/2002
	Nazdar Company	Pending	(Venezuela)	
NAZ-DAR	Nazdar Company	Registered	1994598 (Argentina)	10/8/2004
	Nazdar Company	Registered	816838100 (Brazil)	3/22/1994
	Nazdar Company	Registered	UCA 7657 (Canada)	10/6/1932
	Nazdar Company	Registered	UCA 49629 (Canada)	4/5/1954
	Nazdar Company	Registered	648417 (Chile)	11/13/1992
	Nazdar Company	Registered	649,041 (China)	7/13/1993
	Nazdar Company	Registered	181385 (Colombia)	12/31/1993
	Nazdar Company	Registered	106959 (Costa Rica)	4/14/1998
	Nazdar Company	Registered	1462248 (France)	4/6/1998
	Nazdar Company	Registered	514,810 (Italy)	7/30/1968
	Nazdar Company	Registered	3015641 (Japan)	12/22/1994
	Nazdar Company	Registered	433115 (Mexico)	4/14/1993
	Nazdar Company	Registered	58281 (Philippines)	6/2/1994
NAZ-DAR/KC (bold and enclosed box)	Nazdar Company	Registered	TMA386,369 (Canada)	7/5/1991
NAZ-DAR/KC	Nazdar Company	Registered	TMA386,127 (Canada)	7/5/1991
NAZDAR (Chinese Characters)	Nazdar Company	Registered	300760437 (Hong Kong)	11/14/2006
NAZDAR (in Chinese)	Nazdar Company	Registered	2000B16717 (Hong Kong)	3/28/2000
NAZDAR (in colour/NAZDAR in s.c.c.)	Nazdar Company	Registered	1548111 (China)	4/6/2001
NAZDAR (Stylized Black & White)	Nazdar Company	Registered	2,620,192	9/17/2002
NAZDAR (Stylized)	Nazdar Company	Registered	1500154 (China)	1/4/2001
	Nazdar Company	Registered	09074 of 2000 (Hong Kong)	10/19/1999
	Nazdar Company	Registered	672699 (Mexico)	9/28/2000
PHOTOCHROME	Nazdar Company	Registered	003168333 (EU)	11/26/2004
POWERPRINT	Nazdar Company	Registered	3,026,315	12/13/2005

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
REYHAN PGF	Encoder Science Technology, LLC	Registered	3,527,619	11/4/2008
SOURCE ONE	Nazdar Company	Registered	2,638,555	10/22/2002
SOURCEONE	Nazdar Company	Pending	(INDIA)	
SOURCEONE & Design	Nazdar Company	Registered	2,655,747	12/3/2002
UNIPOL	Nazdar Company	Registered	1,384,890	3/4/1986
VERSACON	Nazdar Company	Registered	004705687 (EU)	9/22/2006
	Nazdar Company	Registered	3,090,329	5/9/2006
VERSAPRINT	Nazdar Company	Registered	3,043,613	1/17/2006
	GSI Technologies, LLC	Registered	1,674,561	2/4/1992
LAB TO FAB	GSI Technologies, LLC	Registered	3,562,377	1/13/2009
GSI TECHNOLOGIES	GSI Technologies, LLC	Registered	3,496,335	9/2/2008
GRAPHIC SOLUTIONS	GSI Technologies, LLC	Registered	1,764,933	4/13/1993

TRADEMARK APPLICATIONS

None.

INTENT-TO-USE TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Grantors have entered into ordinary course manufacturing, supply and distribution agreements which provide them with limited trademark licenses for the packaging of products bearing third parties' marks.

Borrowers have ordinary course trademark licenses used to operate the Grantors' office computers.