

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
EFI Global, Inc.		05/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ING Capital LLC		
Street Address:	1325 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2864830	EFI	
Registration Number:	2314012	EFI	
Registration Number:	3269871	FIREFACS	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Anita Sinha, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	290710/50		
NAME OF SUBMITTER:	S. Anita Sinha		

CH \$90.00 2864830

Signature:	/S. Anita Sinha/
Date:	06/04/2009
Total Attachments: 6 source=nyc3-695490-1#page1.tif source=nyc3-695490-1#page2.tif source=nyc3-695490-1#page3.tif source=nyc3-695490-1#page4.tif source=nyc3-695490-1#page5.tif source=nyc3-695490-1#page6.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement effective as of May 29, 2009, by the undersigned new grantor (the "New Grantor"), in favor of ING CAPITAL LLC, acting in the capacity of collateral agent for the benefit of the Secured Parties (in such capacity the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 19, 2008, the ("Credit Agreement"), as amended by the Consent, Waiver and Amendment thereto, dated as of February 9, 2009, by and among Cunningham Lindsey Intermediate Holdings (Delaware LLC) (the "Borrower"), ING Capital LLC, as administrative agent and collateral agent, and the lenders party thereto (together with ING Capital LLC, the "Lenders"), the Lenders severally agreed to maintain loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the New Grantor is entering into the Guaranty Supplement, dated as of the date hereof, by which it is becoming party to the Guaranty, pursuant to which it has guaranteed the Obligations; and

WHEREAS, the New Grantor is entering into the Pledge Supplement, dated as of the date hereof, by which it is becoming party to that certain Pledge and Security Agreement dated June 19, 2008 in favor of ING Capital LLC, as Collateral Agent (the "Pledge and Security Agreement") pursuant to which the New Grantor is required to execute and deliver this Trademark Security Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to maintain their respective loans to the Borrower thereunder, the New 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. Grant of Security Interest in Trademark Collateral.

The New Grantor, as collateral security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required payment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations of the New Grantor, hereby grants to the Collateral Agent a security interest and continuing lien on all of its right, title and interest in, to and under all of its Trademarks and Trademark Licenses to which the New Grantor is a party, including, without limitation, those referred to on Schedule I hereto (the "Trademark Collateral").

Section 3. Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and the New Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement.

Section 4. Recordation.

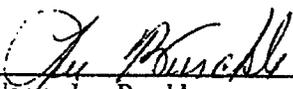
The New Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

Section 5. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE NEW GRANTOR AND THE COLLATERAL AGENT HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS.

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

EFI GLOBAL, INC.,
as New Grantor

By: 
Name: Lee Burckle
Title: Vice President

ACKNOWLEDGEMENT OF NEW GRANTOR

STATE OF Texas)
) ss.
COUNTY OF Harris)

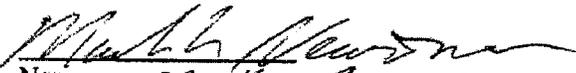
On this 26th day of May, 2009 before me personally appeared Lee Burckle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EFI Global, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Charla R. Dillon
Notary Public



Acknowledgment:

ING CAPITAL LLC,
as Administrative Agent

By: 
Name: *Mark R. Newcome*
Title: *Director*

[SIGNATURE PAGE TO TRADEMARK AND SECURITY AGREEMENT]

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Jurisdictional Registration</u>
EFI Global, Inc.	EFI	7/20/2004	Registered	2,864,830	United States
EFI Global, Inc.	EFI & Design	2/1/2000	Registered	2,314,012	United States
EFI Global, Inc.	FIREFACS	7/24/2007	Registered	3,269,871	United States