

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
Calumet Photographic, Inc.		06/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Burdale Capital Finance, Inc., as Agent
Street Address:	300 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77607534	BRILLIANT
Registration Number:	0802688	CALTAR
Registration Number:	0806704	CALUMET
Registration Number:	1672499	
Registration Number:	1836069	TURBOFILTER
Registration Number:	3116803	TRAVELITE
Registration Number:	3463063	CALUMET PROSPEC
Registration Number:	3528767	CALUMET PRECISION DUSTER

CORRESPONDENCE DATA

Fax Number: (312)863-7494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7294
 Email: sarah.endres@goldbergekohn.com
 Correspondent Name: Sarah Endres
 Address Line 1: c/o Goldberg Kohn, 55 E. Monroe Street

OP \$215.00 77607534

Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4720.028
NAME OF SUBMITTER:	Sarah Endres
Signature:	/sarah endres/
Date:	07/01/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of June, 2009, by Calumet Photographic, Inc., a Delaware corporation ("Grantor"), in favor of Burdale Capital Finance, Inc. in its capacity as administrative agent ("Grantee") for certain lenders in connection with the Loan Agreement (defined below):

WITNESSETH

WHEREAS, Grantor, Calumet Photographic Limited, a company incorporated under the laws of England and Wales, and Bowens International Limited, a company incorporated under the laws of England and Wales (collectively, the "Borrowers"), the guarantors from time to time party thereto, the lenders from time to time party thereto ("Lenders") and Grantee are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Borrowers by Lenders in accordance with the terms and conditions thereof; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of the Secured Parties, a lien on, security interest in and right of set-off against all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors to the Grantee and Lenders under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement (including meanings provided for in the Loan Agreement by reference to another document). If any provision contained in this Agreement conflicts with any provision of the Loan Agreement, the provision contained in the Loan Agreement shall govern and control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of all of the Obligations, Grantor hereby grants to Grantee, for its benefit and the ratable benefit of the Secured Parties, a lien on, security interest in and right of set-off against any and all right, title and interest in and to any and all of the following of Grantor's Collateral, whether now owned or existing and hereafter created, acquired or arising (the "Trademark Collateral"):

(i) each trademark, trademark registration and trademark application listed on Schedule 1 annexed hereto, together with all renewals of any of the foregoing and together, in each case, with all goodwill attributable to any of the foregoing; and


(ii) all proceeds and products of the foregoing, and all insurance pertaining to the foregoing and proceeds thereof.

3. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or email shall bind the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CALUMET PHOTOGRAPHIC, INC.

By 
Name: Christopher J. Ugo
Title: Vice President

Agreed and Accepted
as of the Date First Written Above

BURDALE CAPITAL FINANCE, INC.,
as Grantee

By _____
Name _____
Title _____

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


CALUMET PHOTOGRAPHIC, INC.

By _____
Name: Christopher J. Urgo
Title: Vice President

Agreed and Accepted
as of the Date First Written Above

BURDALE CAPITAL FINANCE, INC.,
as Grantee

By 
Name: Anthony Lavinio
Title: Senior Vice President

By: 
Name: Phillip R. Webb
Title: Director

SCHEDULE 1

TRADEMARKS

<u>Trademarks</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction</u>
CALTAR	802,688	January 25, 1966	January 25, 2016	United States
CALUMET	806,704	April 5, 1966	April 5, 2016	United States
(Misc. Design)	1,672,499	January 21, 1992	January 21, 2012	United States
TURBOFILTER	1,836,069	May 10, 1994	May 10, 2014	United States
TRAVELITE	3,116,803	July 18, 2006	July 18, 2012	United States
CALUMET PROSPEC	3,463,063	July 8, 2008	July 8, 2014	United States
CALUMET PRECISION DUSTER	3,528,767	November 4, 2008	November 4, 2014	United States

TRADEMARK APPLICATIONS

<u>Trademark Appl.</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Jurisdiction</u>
BRILLIANT	77/607,534	November 5, 2008	US