

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
Fidelity Manufacturing Co.		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: 3			
Property Type	Number	Word Mark	
Registration Number:	0522157	FIDELITY	
Registration Number:	0312604	RITEWAY	
Registration Number:	0893691	LISCO	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7294		
Email:	sarah.endres@goldbergkohn.com		
Correspondent Name:	Sarah Endres		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe Street		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4720.028		
NAME OF SUBMITTER:	Sarah Endres		

OP \$90.00 0522157

Signature:	/sarah endres/
Date:	07/01/2009
Total Attachments: 5 source=TM Security Agreement (Fidelity)#page1.tif source=TM Security Agreement (Fidelity)#page2.tif source=TM Security Agreement (Fidelity)#page3.tif source=TM Security Agreement (Fidelity)#page4.tif source=TM Security Agreement (Fidelity)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of June, 2009, by Fidelity Manufacturing Co., 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, Calumet Photographic, Inc., a Delaware corporation, 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"), Grantor, 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.

FIDELITY MANUFACTURING CO.

By 
Name: Christopher V. Urgo
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.


FIDELITY MANUFACTURING CO.

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

Agreed and Accepted
as of the Date First Written Above

BURDALE CAPITAL FINANCE, INC.,
as Grantee

By 
Name _____
Title: Anthony Lavinio
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>
FIDELITY	522,157	March 14, 1950	December 4, 2018	United States
RITEWAY (Stylized)	312,604	May 1, 1934	May 1, 2014	United States
LISCO	893,691	June 30, 1970	June 30, 2010	United States

TRADEMARK APPLICATIONS

None.