

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Correction of Third-Party Typographical Error in Registration Number at 1160/0140, 1160/0145, 1160/0153		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FINANCIERE ELYSEES BALZAC		11/27/2009	JOINT STOCK COMPANY: FRANCE
RECEIVING PARTY DATA			
Name:	FINANCIERE ELYSEES BALZAC		
Street Address:	2 rue Balzac		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75008		
Entity Type:	JOINT STOCK COMPANY: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1649219	SPONTEX	
CORRESPONDENCE DATA			
Fax Number:	(248)594-0610		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2485940600		
Email:	tmdocketing@raderfishman.com		
Correspondent Name:	Mary Margaret L. O'Donnell		
Address Line 1:	39533 Woodward Avenue		
Address Line 2:	Suite 140		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	65902-0445		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$40.00 1649219

900151100

**TRADEMARK
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Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Mary Margaret L. O'Donnell
Signature:	/Mary Margaret L. O'Donnell/
Date:	01/03/2010

Total Attachments: 24
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: FINANCIERE ELYSEES BALZAC
Mark: SPONTEX
Reg. No. 1649219
Registered: July 2, 1991
Docket No.: 65902-0445

**AFFIDAVIT TO CORRECT TYPOGRAPHICAL ERROR
MADE BY THIRD PARTY
IN COVER SHEETS AND RECORDED DOCUMENTS**

Registrant, FINANCIERE ELYSEES BALZAC, presents this affidavit to correct three recordals that were inadvertently made on June 8, 1994 by a third party who cannot now be located, and submits the following under oath.

The electronic cover sheet identifies FINANCIERE ELYSEES BALZAC as the proper registrant and U.S. Registration No. 1649219 for the mark SPONTEX as the registration against which the assignments were improperly recorded. Pursuant to TMEP Section 503.06(c), FINANCIERE ELYSEES BALZAC requests that the Assignment Branch update the chain of title for U.S. Registration No. 1649219 to disregard the assignment, change of name, and security agreement that were inadvertently recorded by a third party due to a typographical error. Instead of identifying U.S. Reg. No. 1649216 for the mark COLOR PRELUDE, the three recordals improperly identify U.S. Reg. No. 1649219 (the present SPONTEX registration).

1. FINANCIERE ELYSEES BALZAC is the correct current owner of U.S. Registration No. 1649219.
2. On or about June 8, 1994, Alford Industries, Inc. submitted an assignment document incorrectly identifying U.S. Registration No. 1649219 on the cover sheet and in the assignment document, although that party correctly identified the mark to which the assignment pertains in word format in the assignment document (COLOR PRELUDE). The typographical error resulted in recordal of the assignment in error against U.S. Registration No. 1649219 for the mark SPONTEX, with such recordal at Reel/Frame 1160/0140. That document is attached at Exhibit A.
3. On or about June 8, 1994, HCFS ACQUISITION, INC. submitted a change of name document incorrectly identifying U.S. Registration No. 1649219 on the cover sheet. That typographical

error resulted in recordal of the name change in error against U.S. Registration No. 1649219 for the mark SPONTEX, with such recordal at Reel/Frame 1160/0145. That document is attached at Exhibit B.

4. On or about June 8, 1994, COLOR PRELUDE, INC. submitted an assignment document incorrectly identifying U.S. Registration No. 1649219 on the cover sheet, although that party correctly identified the trademark COLOR PRELUDE and U.S. Reg. No. 1649216 as that mark to which the security agreement pertains. That typographical error resulted in recordal of the security agreement in error against U.S. Registration No. 1649219 for the mark SPONTEX, with such recordal at Reel/Frame 1160/0153. An excerpt of that document is attached at Exhibit C.

5. The chain of title should not be considered altered by the three incorrect recordals outlined above. Instead, the correct chain of title should show only the transfer from SPONTEX to FINANCIERE ELYSEES BALZAC, recorded on November 2, 1992 at reel/frame 0901/0271, as appears in the Trademark Assignment Abstract of Title at Exhibit D.

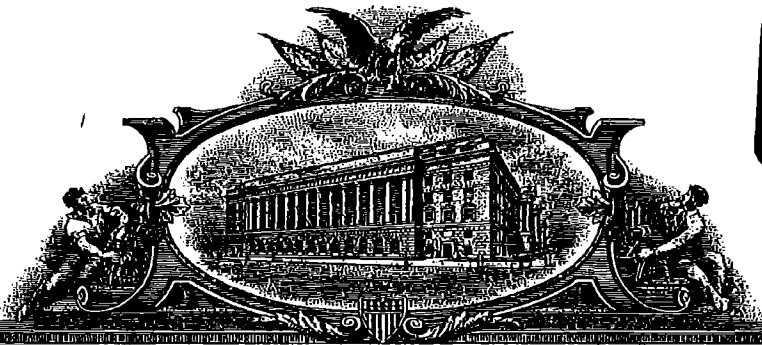
6. FINANCIERE ELYSEES BALZAC is the last correct assignee and continues to be the owner of the registration at issue, U.S. Reg. No. 1649219.

Dated: November 27th, 2009

Name: PL Epcarkelofas

EXHIBIT
A

TS 7187800



THE UNITED STATES OF AMERICA

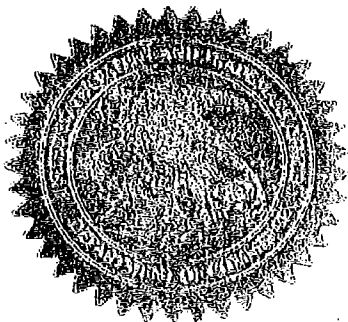
TO ALL TO WHOM THESE PRESENTS SHALL COME;

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 10, 2009

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
JUNE 08, 1994.

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



T. Wallace
T. WALLACE
Certifying Officer

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

40.00/481



The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Alford Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State 03 DE
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: HCPS Acquisition, Inc.
 Internal Address: _____
 Street Address: 2700 Sanders Road
 City: Prospect Heights State: Illinois ZIP: 60070

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership 03 DE
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: 01

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 1, 1994

4. Application number(s) or registration number(s):

A. Trademark Application No.(s): _____
 Additional numbers attached? Yes No

4. Application number(s) or registration number(s):

B. Trademark registration No.(s): 1,649,219
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joseph F. Morrissey
 Internal Address: Mayer, Brown & Platt
 Street Address: 190 South LaSalle
 City: Chicago State: Illinois ZIP: 60603

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41): \$40

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 89156129
 (Attach duplicate copy of this page if paying by deposit account)

Q80 KJ 06/14/94 1649219 DO NOT USE THIS SPACE \$0.00 CK

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original documents;

Joseph F. Morrissey
 Name of Person Signing Joseph F. Morrissey
 Signature

June 1, 1994
 Date

Total number of pages comprising cover sheet: 5 ML

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ASSIGNMENT OF RIGHTS IN TRADEMARKS

Alford Industries Inc., a Delaware corporation ("Alford"), intends to transfer to HCFS Acquisition, Inc., a Delaware corporation ("Acquisition"), any right, title or interest that Alford may have in the Trademarks and Servicemarks listed in Exhibit A hereto (collectively, the "Trademarks"), which constitute all such Trademarks owned by Alford as of the date hereof, and

WHEREAS, Acquisition is desirous of acquiring the Trademarks, together with the goodwill associated with and symbolized by any Trademarks,

NOW, THEREFORE, for one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Alford does hereby assign unto Acquisition any and all of Alford's right, title and interest in and to the Trademarks, in and to the goodwill of the business symbolized by any Trademarks, and with all rights of action, powers and benefits to the same belonged or accrued, including the right to sue for and collect for its own use and benefit and that of its successors, assigns and other legal representatives, damages for past infringements (all of the Trademarks and related property herein described being collectively called the "Trademark Property"). This Assignment shall be effective as of May 16, 1994.

ALFORD MAKES NO REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VALUE OF THE TRADEMARK PROPERTY. THE TRADEMARK PROPERTY IS SOLD AND ASSIGNED WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS. THIS TRADEMARK ASSIGNMENT IS SUBJECT TO, AND QUALIFIED IN ITS ENTIRETY BY, THE EXACT TERMS OF

TRADEMARK

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THE ASSET PURCHASE AGREEMENT DATED MAY 16, 1994, AMONG ALFORD,
COLOR PRELUDE AND HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC.

ALFORD INDUSTRIES INC.
(Assignor)

By: *W. C. Bell*
Its: *President*

HCFS ACQUISITION, INC.
(Assignee)

By: *John S. ...*
Its: *VP*

REEL 160 FRAME 42
TRADEMARK

3135440.

State of MARYLAND)
) SS
County of CHARLES)

On this 16th day of May, 1994, before me appeared JESS C. BALL, to me personally known, who, being by me duly sworn, did say that he/she is PRESIDENT of Alford Industries Inc. and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

[Signature]
Notary Public, State of MARYLAND
My commission JAMES H. WITTMAR
NOTARY PUBLIC
CHARLES CO., MD
My Comm. Exps. Aug. 28, 1997

State of ILLINOIS)
County of COOK)

On this 16th day of May, 1994, before me appeared Stanley Garland, to me personally known, who, being by me duly sworn, did say that he/she is Sr. Vice President of HCFS Acquisition, Inc., and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal] OFFICIAL SEAL
SYLVIA HELEN ANGARONE
Notary Public, State of Illinois
My Commission Expires April 5, 1995

[Signature]
Notary Public, State of ILLINOIS
My commission April 5, 1995

TRADEMARK

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EXHIBIT A

TRADEMARKS & SERVICEMARKS

U.S. Trademark Registration

Mark

COLOR PRELUDE

Reg. No.

1,649,219

France Trademark Registration

Mark

COLOR PRELUDE

Reg. No.

1534634

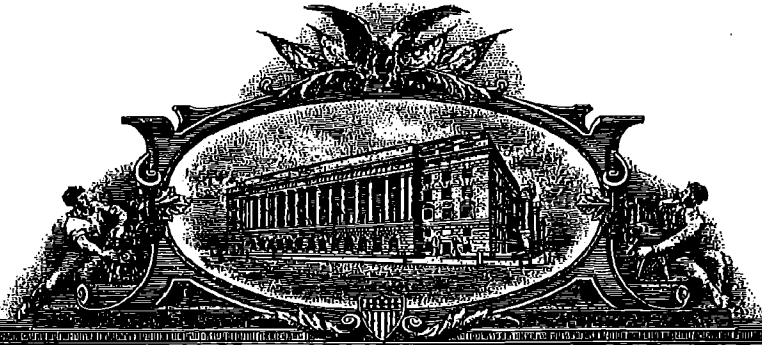
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EXHIBIT
B



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THE UNITED STATES OF AMERICA

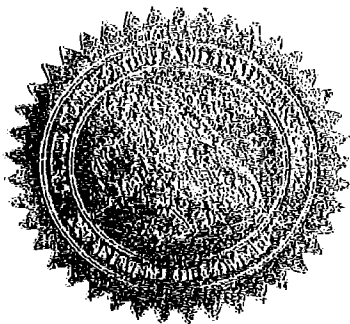
TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 10, 2009

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
JUNE 08, 1994.

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



T. Wallace
T. WALLACE
Certifying Officer

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office
40-10/481

MAIL ROOM
JUN 15 1994

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveyer(s) party(ies):
 HCFS Acquisition, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State 03 DE
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Color Prelude Inc.
 Internal Address: _____
 Street Address: 55 Railroad Avenue

City: Greenwich State: Connecticut ZIP: 06830

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State 03 DE
 Other _____

If assignee is not domiciled in the United States, a domestic representative
 designation is attached? Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 1, 1994

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s):
 Additional numbers attached? Yes No

4. Application number(s) or registration number(s):
 B. Trademark registration No.(s): 1,649,219
 Additional numbers attached? Yes No

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 Name: Joseph F. Morrissey
 Internal Address: Mayer, Brown & Platt

Street Address: 199 South LaSalle
 City: Chicago State: Illinois ZIP: 60603

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41): \$40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

OBO KJ 06/14/94 1649219 DO NOT USE THIS SPACE 40.00 CK 89156130

9. Statement and signature,
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph F. Morrissey
 Name of Person Signing

Joseph F. Morrissey
 Signature

June 1, 1994
 Date

Total number of pages comprising cover sheet: 2 8 ML

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JUN 16 1994

State of Delaware
Office of the Secretary of State

PAGE 1

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HCFS ACQUISITION, INC.", CHANGING ITS NAME FROM "HCFS ACQUISITION, INC." TO "COLOR PRELUDE INC.", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF MAY, A.D. 1994, AT 12 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

TRADEMARK

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William T. Quillen

William T. Quillen, Secretary of State

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AUTHENTICATION: 7120210

DATE: 05-16-94

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
HCFS ACQUISITION, INC.

Adopted in accordance with the provisions
of Section 242 of the General Corporation
Law of the State of Delaware

HCFS ACQUISITION, INC., a corporation organized and existing
under and by virtue of the General Corporation Law of the State
of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Corporation duly
adopted resolutions setting forth proposed amendments to the
Certificate of Incorporation of the Corporation, declaring said
amendments to be advisable and referring such resolutions to the
sole stockholder of the Corporation for consideration thereof.
The resolution setting forth the proposed amendments is as
follows:

RESOLVED, that the Certificate of Incorporation of the
Corporation be amended by amending Articles 1 and 4
thereof, so that, as amended, said Articles shall be and read in
their entireties as follows:

- "1. The name of the Corporation is Color Prelude, Inc."
- "4. The total number of shares of capital stock which the
Corporation has authority to issue is 18,000 shares, consisting
of:
 1. 1,000 shares of Common Stock, par value \$100 per
share (the "Common Stock"); and
 2. 17,000 shares of Preferred Stock, par value \$1.00
per share (the "Preferred Stock");

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TRADEMARK

I. COMMON STOCK

Section 1. Voting Rights. Except as otherwise required by applicable law, the holders of Common Stock shall be entitled to one vote per share on all matters to be voted on by the stockholders of the Corporation.

Section 2. Dividends. Subject to the provisions of the Preferred Stock, when and as dividends are declared or paid on the Common Stock, whether in cash, property or securities of the Corporation, the holders of Common Stock shall be entitled to participate in such dividends ratably on a per share basis.

Section 3. Liquidation. Subject to the provisions of the Preferred Stock, the holders of Common Stock shall be entitled to participate ratably on a per share basis in all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

II. PREFERRED STOCK

Section 1. Voting Rights.

Except as otherwise required by applicable law, the Preferred Stock shall be non-voting.

Section 2. Dividends.

2A. Preferred Dividends. To the extent permitted under the General Corporation Law of Delaware, the Corporation shall pay quarterly dividends to the holders of the Preferred Stock. Except as otherwise provided herein, dividends on each share of the Preferred Stock (a "Share") shall accrue at the rate of 6% per annum of the sum of the Liquidation Value thereof plus all accrued and unpaid dividends thereon, from and including May 16, 1994, computed on the basis of actual days elapsed in a 360-day year. Such dividends shall accrue and be cumulative whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. All accrued dividends shall be payable on March 31, June 30, September 30 and December 31 of each year, commencing June 30, 1994.

2B. Regular Dividends. When and as dividends are declared or paid on the Common Stock, whether in cash, property or securities of the Corporation, the holders of the Preferred Stock shall be entitled to participate in such dividends with the holders of Common Stock ratably on a per share basis.

2C. Distribution of Partial Dividend Payments. Except as otherwise provided herein, if at any time the Corporation pays

TRADEMARK

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less than the total amount of dividends then accrued with respect to the Preferred Stock, such payment shall be distributed ratably among the holders thereof based upon the number of Shares held by each such holder.

2D. Payment of Stock Dividends. In the sole discretion of the Corporation, any dividends accruing on Shares of Preferred Stock on or prior to the date on which all amounts owing by the Corporation under the Secured Credit Agreement, dated as of May 16, 1994, between the Corporation and Household Commercial Financial Services, Inc., shall have been paid in full in cash and all commitments to lend thereunder shall have been terminated may be paid in lieu of cash dividends by the issuance of additional Shares of Preferred Stock (including fractional Shares) having a Liquidation Value at the time of such payment equal to the amount of the dividend to be paid; provided that if the Corporation pays less than the total amount of dividends then accrued on the Preferred Stock in additional Shares, such payment in Shares shall be made pro rata to the holders of Preferred Stock based on the aggregate accrued but unpaid dividends or the Shares held by the each such holder.

Section 3. Liquidation.

Upon any liquidation, dissolution or winding up of the Corporation, each holder of Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the aggregate Liquidation Value (plus all accrued and unpaid dividends) of all Shares held by such holder, and the holders of Preferred Stock shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Preferred Stock are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed shall be distributed ratably among such holders based upon the number of Shares held by each such holder. Prior to the liquidation, dissolution or winding up of the Corporation, the Corporation shall declare for payment all accrued and unpaid dividends with respect to the Preferred Stock. The Corporation shall mail written notice of such liquidation, dissolution or winding up, not less than 60 days prior to the payment date stated therein, to each record holder of Preferred Stock. Neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 3.

Section 4. Priority of Preferred Stock on Dividends and Redemptions.

Neither the Corporation nor any Subsidiary shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Securities until such time as the Aggregate Dividend Amount equals the Liquidation Value.

Section 5. Noncompliance.

5A. Definition. An Event of Noncompliance shall be deemed to have occurred if:

(a) the Corporation fails to pay on any Dividend Reference Date the full amount of dividends then accrued on the Preferred Stock, whether or not such payment is legally permissible or is prohibited by any agreement to which the Corporation is subject;

(b) the Corporation or any Subsidiary makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; or an order, judgment or decree is entered adjudicating the Corporation or any Subsidiary bankrupt or insolvent; or any order for relief with respect to the Corporation or any Subsidiary is entered under the Federal Bankruptcy Code; or the Corporation or any Subsidiary petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Corporation or any Subsidiary or of any substantial part of the assets of the Corporation or any Subsidiary, or commences any proceeding (other than a proceeding for the voluntary liquidation and dissolution of a Subsidiary) relating to the Corporation or any Subsidiary under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or any such petition or application is filed, or any such proceeding is commenced, against the Corporation or any Subsidiary and either (x) the Corporation or any Subsidiary by any act indicates its approval thereof, consent thereto or acquiescence therein or (y) such petition, application or proceeding is not dismissed within 60 days; or

(c) the Corporation or any Subsidiary defaults in the performance of any obligation or agreement if the effect of such default is to cause an amount exceeding \$1,000,000 to become due prior to its stated maturity or to permit the holder or holders of any obligation to cause an amount exceeding \$1,000,000 to become due prior to its stated maturity.

5B. Consequences of Events of Noncompliance. If an Event of Noncompliance has occurred, the holders of the Preferred Stock

then outstanding shall be entitled to a special dividend on each Share in a positive amount equal to the Liquidation Value minus the Aggregate Dividend Amount payable within 15 days after the occurrence of the Event of Noncompliance.

5C. Redemptions or Acquisitions. Neither the Corporation nor any Subsidiary shall redeem or otherwise acquire any Preferred Stock, except as expressly authorized herein.

Section 6. Definitions.

"Aggregate Dividend Amount" means the aggregate amount of dividends paid on a Share pursuant to Section 2 from the Date of Issuance.

"Date of Issuance" means the date on which the Corporation initially issues any Share regardless of the number of times a transfer of such Share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates that may be issued to evidence such Share.

"Dividend Reference Date" means any date specified for payment of dividends pursuant to Section 2.

"Junior Securities" means any of the Corporation's equity securities other than the Preferred Stock.

"Liquidation Value" of any Share as of any particular date shall be equal to \$1,000.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Subsidiary" means any corporation of which the shares of outstanding capital stock possessing the voting power (under ordinary circumstances) in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation either directly or indirectly through Subsidiaries.

Section 7. Amendment and Waiver.

No amendment, modification or waiver shall be binding or effective with respect to any provision of Sections 1 to 7 hereof without the prior written consent of the holders of at least 51% of the Preferred Stock outstanding at the time such action is taken; and provided that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained

the prior written consent of the holders of the applicable percentage of the Preferred Stock then outstanding.

Section 8. Notices.

Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder)."

SECOND: That said amendments have been duly adopted in accordance with the provisions of the General Corporation Law of the State of Delaware by the unanimous written consent of the holders of all outstanding shares entitled to vote thereon in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendments were duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by David P. Killion, its President, and Edward A. Szarkowicz, its Assistant Secretary, this 16th day of May, 1994.

HCFS ACQUISITION, INC.

By: [Signature]
President

ATTEST: [Signature]
Assistant Secretary

RECORDED
PATENT & TRADEMARK OFFICE

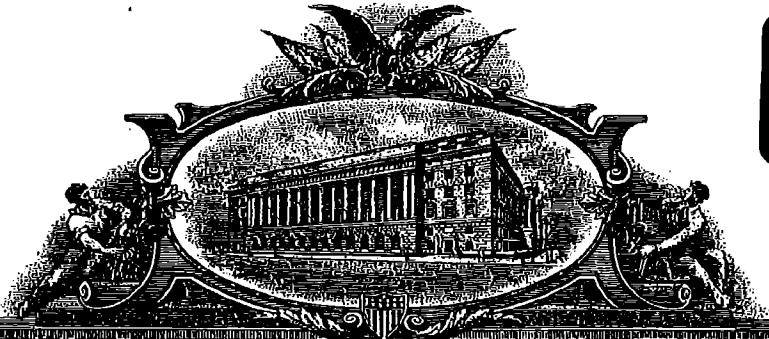
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TRADEMARK

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EXHIBIT
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THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

June 10, 2009

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
JUNE 08, 1994.

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

T. Wallace
T. WALLACE
Certifying Officer



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

40.00/4/81

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Copyright Predecessor

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State 03 DE
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Household Commercial Financial Services, Inc.

Internal Address:

Street Address: 2700 Sanders Road

City: Prospect Heights State: Illinois ZIP: 60070

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership 03 DE
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

08

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: June 1, 1994

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

Additional numbers attached? Yes No

4. Application number(s) or registration number(s):

B. Trademark registration No.(s): 1,649,219

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joseph F. Morrissey

Internal Address: Mayer, Brown & Platt

6. Total number of applications and registrations involved..... [1]

7. Total fee (37 CFR 3.41): \$40

- Enclosed
- Authorized to be charged to deposit account

SP-90 AND-06/09 APR 11 1994

0 481

40.00 CR

City: Chicago State: Illinois ZIP: 60603

8. Deposit account number: 09156128
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph F. Morrissey
Name of Person Signing

Joseph F. Morrissey
Signature

June 1, 1994
Date

Total number of pages comprising cover sheet: [2] 44 ML

SECURITY AGREEMENT,
FINANCING STATEMENT AND
CONDITIONAL ASSIGNMENT OF PATENTS,
TRADEMARKS AND COPYRIGHTS

by and between
COLOR PRELUDE INC.

and

HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC.

Dated as of May 16, 1994

TRADEMARK

FBI 160 RME 154

43083823.3 081394 36130 89180794

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of May 16, 1994 (herein, as the same may at any time be amended or modified and in effect, called this "Agreement"), is by and between Color Prelude Inc., a Delaware corporation (herein called "Borrower"), and HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC., a Delaware corporation, or any successors or assigns thereof (herein, together with its successors and assigns, called "Lender").

BACKGROUND:

1. Alford Industries, Inc., a New Jersey corporation ("Alford"), is a wholly-owned subsidiary of Kane, Inc., a Delaware corporation ("Kane, Inc."), which is a wholly-owned subsidiary of Kane Industries, Inc., a Delaware corporation ("Parent"). On March 18, 1994 (the "Petition Date"), Parent, Kane, Inc. and Alford each filed a bankruptcy petition in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") pursuant to Chapter 11 of the United States Bankruptcy Code.

2. Lender and Alford entered into a Secured Credit Agreement dated as of March 15, 1990 (as heretofore amended, the "Alford Credit Agreement"), whereby Lender agreed to provide certain financial accommodations to Alford.

3. On the date hereof, Borrower entered into that certain Asset Purchase Agreement (the "Purchase Agreement") with Alford whereby Borrower agreed to purchase (the "Purchase Transaction") all of the assets of Alford's Color Prelude Division relating to the manufacture and sale of single use printed cosmetic samples (the "Color Prelude Assets") in return for Borrower assuming \$20,000,000 of the indebtedness of Alford under the Alford Credit Agreement and all other "Liabilities" of Alford arising from the "Collateral Documents" (as each such capitalized term is defined in the Alford Credit Agreement) to the extent such Liabilities relate to the Color Prelude Assets (the "Assumed Alford Liabilities") with the Assumed Alford Liabilities to be governed by the terms of the Secured Credit Agreement (hereinafter defined). \$10,000,000 of the Assumed Alford Liabilities shall be continued as a loans under the Secured Credit Agreement and the remaining \$10,000,000 of the Assumed Alford Liabilities shall be converted into 10,000 shares of the Borrower's Preferred Stock.

4. To the extent of the \$10,000,000 of the Assumed Alford Liabilities to be continued as loans, Borrower and Lender have amended and restated the Alford Credit Agreement on the terms set forth in a certain Secured Credit Agreement, dated as of May 16,

02053025.3 081396 1613C 09850784

TRADEMARK

REEL 160 FRAME 155

Schedule I

TRADEMARKS, TRADENAMES AND SERVICE MARKS

U.S. TRADEMARK REGISTRATION

<u>U.S. TM Reg. No.</u>	<u>Issue Date</u>	<u>Mark</u>
1,649,216	07/02/91	COLOR PRELUDE

FOREIGN TRADEMARK REGISTRATION

<u>Country</u>	<u>Reg. No.</u>	<u>Mark</u>
France	1534634	COLOR PRELUDE

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42051825.1 051394 1613C 89850796



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 4

Serial #: 73785954

Filing Dt: 03/13/1989

Reg #: 1649219

Reg. Dt: 07/02/1991

Registrant: SPONTEX

Mark: SPONTEX

Assignment: 1

Reel/Frame: 0901/0271

Received:

Recorded: 11/02/1992

Pages: 9

Conveyance: TRANSFER BY TAKEOVER: SEE RECORD FOR DETAILS

Assignor:

SPONTEX

Exec Dt: 09/18/1992

Entity Type: JOINT STOCK COMPANY

Citizenship: NONE

Assignee: FINANCIERE ELYSEES

BALZAC

2,RUE BALZAC

PARIS, FRANCE 75008

Entity Type: JOINT STOCK COMPANY

Citizenship: NONE

Correspondent: FOLEY & LARDNER

ARTHUR SCHWARTZ

SUITE 500, 1800 DIAGONAL ROAD

ALEXANDRIA, VIRGINIA 22313-0299

Assignment: 2

Reel/Frame: 1160/0140

Received:

Recorded: 06/08/1994

Pages: 5

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

Assignor:

ALFORD INDUSTRIES, INC.

Exec Dt: 05/16/1994

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: HCFS ACQUISITION, INC.

2700 SANDERS ROAD

PROSPECT HEIGHTS, IL 60070

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondent: JOSEPH F. MORRISEY

MAYER, BROWN & PLATT

190 SOUTH LASALLE

CHICAGO, IL 60603

Assignment: 3

Reel/Frame: 1160/0145 **Received:** **Recorded:** 06/08/1994 **Pages:** 8

Conveyance: CHANGE OF NAME (SEE RECORD FOR DETAILS)

Assignor:
HCFS ACQUISITION, INC.

Exec Dt: 05/16/1994
Entity Type: CORPORATION
Citizenship: DELAWARE

Assignee: COLOR PRELUDE INC.
55 RAILROAD AVENUE
GREENWICH, CT 06830

Entity Type: CORPORATION
Citizenship: DELAWARE

Correspondent: JOSEPH F. MORRISSEY
MAYER, BROWN & PLATT
190 SOUTH LASALLE
CHICAGO, IL 60603

Assignment: 4

Reel/Frame: 1160/0153 **Received:** **Recorded:** 06/08/1994 **Pages:** 44

Conveyance: SECURITY INTEREST

Assignor:
COLOR PRELUDE INC.

Exec Dt: 05/16/1994
Entity Type: CORPORATION
Citizenship: DELAWARE

Assignee: HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC.
2700 SANDERS ROAD
PROSPECT HEIGHTS, IL 60070

Entity Type: CORPORATION
Citizenship: DELAWARE

Correspondent: JOSEPH F. MORRISSEY
MAYER, BROWN & PLATT
190 SOUTH LASALLE
CHICAGO, IL 60603

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.
Web interface last modified: October 18, 2008 v.2.0.2

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