

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
Image Products Group LLC		07/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
Intelicoat Technologies Image Products Portland LLC		07/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
Intelicoat Technologies Image Products S. Hadley LLC		07/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FCC, LLC		
Doing Business As:	DBA First Capital		
Street Address:	3350 Riverwood Parkway		
Internal Address:	Suite 1750		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	74360422	MAGIC	
Serial Number:	75554391	PROOF IT	
Serial Number:	78333592	MAGICLEE	
Serial Number:	76559099	INTELICOAT TECHNOLOGIES	
Serial Number:	78390178	MAGIC MAINSTREAM	
Serial Number:	78440920	JET SET	
Serial Number:	78479287	MAGIC POSTER-PRO	
Serial Number:	78906634	SILVER RAG	
Serial Number:	75828675	MUSEO	

CH \$240.00 74360422

CORRESPONDENCE DATA

Fax Number: (678)553-2693
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6785532692
Email: withersS@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP c/o Sarah Withers
Address Line 1: 3290 Northside Parkway
Address Line 2: Suite 400
Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:	069528.018900 (WITHERS)
NAME OF SUBMITTER:	Sarah Withers
Signature:	/S. Withers/
Date:	07/21/2010

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of July 1, 2010, is made by and among IMAGE PRODUCTS GROUP LLC, a Delaware limited liability company ("Image Products Group"), INTELICOAT TECHNOLOGIES IMAGE PRODUCTS PORTLAND LLC, a Delaware limited liability company ("Intelicoat Portland"), INTELICOAT TECHNOLOGIES IMAGE PRODUCTS S. HADLEY LLC, a Delaware limited liability company ("Intelicoat S. Hadley"; Image Products Group, Intelicoat Portland and Intelicoat S. Hadley are referred to herein individually as a "Borrower" and collectively as "Borrowers"), and FCC, LLC, d/b/a FIRST CAPITAL, a Florida limited liability company ("Lender").

Recitals

Borrowers and Lender are parties to a Loan and Security Agreement dated on or about the date hereof (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrowers.

As a condition to extending credit to or for the account of Borrowers, Lender has required the execution and delivery of this Agreement by Borrowers.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which any Borrower may now or at any time hereafter owe to Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

"Patents" means all of each Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Borrower's right, title and interest in and to: (a) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (b) licenses, fees or royalties with respect to each, (c) the right to sue for past, present and future infringement, dilution and damages therefor, (d) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Each Borrower hereby irrevocably pledges and collaterally assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Borrower represents, warrants and agrees as follows:

(a) **Patents.** **Exhibit A** accurately lists all Patents owned by any Borrower as of the date hereof and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Borrower owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrowers shall within 30 days provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Trademarks.** **Exhibit B** accurately lists all Trademarks owned by any Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to any Borrower's or any Affiliate's business(es). If after the date hereof, any Borrower owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to any Borrower's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrowers shall promptly provide written notice to Lender with a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate of any Borrower owns any items that would, if such item were owned by any Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate of any Borrower owns any such items,

then Borrowers shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to an Borrower; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** The Borrower identified as the owner of each Patent and Trademark on **Exhibits A and B** has absolute title to each such Patent and each Trademark listed thereon which lists such Borrower as the owner, free and clear of all Liens except Permitted Liens. The applicable Borrower (i) will have, at the time such Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** No Borrower will assign, transfer, encumber or otherwise dispose of any material Patent or any material Trademark, or any interest therein, without Lender's prior written consent, except for non-exclusive licenses or sublicenses of Patents and Trademarks which are disclosed to Lender in writing.

(f) **Defense.** Borrowers will, at their own expense and to the extent reasonably advisable in their business, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Borrowers will at their own expense maintain the material Patents and the material Trademarks to the extent reasonably advisable in their business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to material letters patent, trademark registrations and applications therefor. Borrowers covenant that they will not abandon nor fail to pay any maintenance fee or annuity due and payable on any material Patent or material Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Lender's Right to Take Action.** If Borrowers fail to perform or observe any of their covenants or agreements set forth in this Section 3, or if Borrowers notify Lender that they intend to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of one or more Borrowers (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Borrowers shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for Revolving Loans in the Loan Agreement.

(j) **Power of Attorney.** To facilitate Lender's taking action under subsection (h) and exercising its rights under Section 6, each Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of such Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Borrower under this Section 3, or, necessary for Lender, after a Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Borrowers' Use of the Patents and Trademarks. Borrowers shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) any Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While a Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrowers shall,

at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to any Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights any Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrowers and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrowers and delivered to Lender, and each Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by any Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

IMAGE PRODUCTS GROUP LLC

By: 
Thomas C. Moore, Chief Financial Officer and
Secretary

INTELICOAT TECHNOLOGIES IMAGE
PRODUCTS PORTLAND LLC

By: 
Thomas C. Moore, Chief Financial Officer and
Secretary

INTELICOAT TECHNOLOGIES IMAGE
PRODUCTS S. HADLEY LLC

By: 
Thomas C. Moore, Chief Financial Officer and
Secretary

FCC, LLC, d/b/a FIRST CAPITAL

By: _____
Brian J. Cuttic, Senior Vice President

[Signature page to Patent and Trademark Security Agreement]

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PRODUCTS PORTLAND LLC

By: _____
Thomas C. Moore, Chief Financial Officer and
Secretary

INTELICOAT TECHNOLOGIES IMAGE
PRODUCTS S. HADLEY LLC

By: _____
Thomas C. Moore, Chief Financial Officer and
Secretary

FCC, LLC, d/b/a FIRST CAPITAL

By: _____
Brian J. Cuttle, Senior Vice President

[Signature page to Patent and Trademark Security Agreement]

TRADEMARK
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EXHIBIT A

UNITED STATES ISSUED PATENTS

Patent Name	Patent No.	Application No.	Filing Date	Issue Date
Organic Photoconductors Having Improved Pre-Exposure Fatigue Resistance and Blooming Properties	4590006	06482843	04/07/83	05/20/86
Ink jet printable coatings	4732786	06809870	12/17/85	03/22/88
Ink jet transparency with improved wetting properties	4775594	06876682	06/20/86	10/04/88
Ink jet transparency with improved ability to maintain edge activity	4781985	07146087	01/20/88	11/01/88
Transparent plotter film	4849286	07132033	12/14/87	07/18/89
Composition for use in thermally sensitive coatings and a thermally sensitive recording material	4966883	07232996	08/17/88	10/30/90
Acceptor Sheet for Wax Thermal Mass Transfer Printing	5169468	07554865	07/20/90	12/08/92
Process for Preparing Stable Dispersions Useful in Transparent Coatings	5210114	07603002	10/25/90	05/11/93
Conductivizing Coating Solutions and Method of Forming Conductive Coating Therewith	5259992	07835573	02/14/92	11/09/93
Process for Preparing Stable Dispersions Useful in Transparent Coatings	5292588	07976507	11/13/92	03/08/94
Composition Useful in Transparent Conductive Coating	5306543	07893012	06/03/92	04/26/94
Acceptor Sheet Useful for Mass Transfer Imaging	5308680	07780234	10/22/91	05/03/94
Recording Paper for Ink Jet Recording Processes	5352503	07947571	09/21/92	10/04/94
Electrographic Imaging Process	5363179	08115563	09/03/93	11/08/94
Electrographic Imaging Process	5370960	08042283	04/02/93	12/06/94

Patent Name	Patent No.	Application No.	Filing Date	Issue Date
Outdoor Poster Grade Electrographic Paper	5385771	08058259	05/10/93	01/31/95
High Performance Composite and Conductive Ground Plane for Electrostatic Recording of Information	5399413	08054214	04/30/93	03/21/95
Electrographic Element	5400126	08198469	02/18/94	03/21/95
Electrographic Imaging Element	5414502	08198599	02/18/94	05/09/95
Receptor Sheet Using Low Glass Transition Coating	5427847	08063697	05/20/93	06/27/95
Electrostatic Dissipating Cover Tape	5447784	08252177	06/01/94	09/05/95
Electrographic Process	5475480	08334426	11/04/94	12/12/95
Electrographic Element Having a Combined Dielectric/Adhesive Layer and Process for Use in Making an Image	5483321	08219395	03/29/94	01/09/96
Electrographic Produced Imaged Articles	5488455	08453383	05/30/95	01/30/96
Ink Jet Ink and Process for Making Same	5539038	08316834	10/03/94	07/23/96
Nirect Transfer Electrographic Imaging Element and Process	5601959	08372858	01/13/95	02/11/97
Color Coated Transparent Polymer Substrate Web	5609944	08439474	05/11/95	03/11/97
Element and Associated Process for Use with Inkjet Hot Melt Inks for Thermal Image Transfer	5672413	08534638	09/27/95	09/30/97
Electrographic Image Transfer Element Having a Protective Layer	5688581	08615958	03/14/96	11/18/97
Electrically Conductive Surface Release Polymers	5707554	08646602	05/08/96	01/13/98
Ink Jet Ink Composition	5746817	08698867	08/16/96	05/05/98
Electrographic Imaging Element	5759636	08768967	12/18/96	06/02/98

Patent Name	Patent No.	Application No.	Filing Date	Issue Date
Ink Jet Imaging Process	5766398	08115564	09/03/93	06/16/98
Direct Transfer Electrographic Imaging Element and Process	5789134	08701379	08/22/96	08/04/98
Ink Jet Imaging Process and Recording Element for Use Therein	5795425	08115561	09/03/93	08/18/98
Black Ink Jet Composition	5803958	08698868	08/16/96	09/08/98
Ink Jet Imaging Process and Recording Element for Use Therein	5837375	08771577	12/20/96	11/17/98
Aqueous Ink Receptive Ink Jet Receiving Medium Yielding a Water Resistant Ink Jet Print	5853899	08743370	11/04/96	12/29/98
Imaging Element Having a Conductive Polymer Layer	5869179	08646913	05/08/96	02/09/99
Conductivity Exaltation in Radiation Cured Electrically Conductive Coatings	5883212	08647021	05/08/96	03/16/99
Adjustable Nozzle for Evaporation or Organic Monomers	5904958	09045086	05/18/99	03/20/98
Ink Jet Imaging Layer Transfer Process	5922159	08115556	09/03/93	07/13/99
Overhead Transparency for Color Laser Printers and Copiers	5939193	08363029	12/23/94	08/17/99
Printing Medium Comprised of Porous Medium	5965244	08957768	10/24/97	10/12/99
Ink Jet Receptor Element Having a Protective Layer	6001482	08906223	08/04/97	12/14/99
Direct Write Electrographic Wallcovering	6048604	09087182	05/29/98	04/11/00
Ink Jet Imaging Process and Recording Element for Use Therein	6165593	09162947	09/29/98	12/26/00
Imaging Element Having a Conductive Polymer Layer	6171422	09105711	06/26/98	01/09/01
Radiation Deactivatable Adhesive Tape	6174578	08957500	10/24/97	01/16/01
Ink Jet Recording Sheet Comprising a Chromophore-Grafted Polyvinal Alcohol	6210808	09178816	10/26/98	04/03/01

Patent Name	Patent No.	Application No.	Filing Date	Issue Date
UV Cured Glossy Support for Ink Jet Recording Material	6326415	09368158	08/05/99	12/04/01
Imageable Backlit Composite Structure	6338892	09418153	10/13/99	01/15/02
High Gloss Ink Jet Receiving Medium	6632485	09264024	03/08/99	10/14/03

UNITED STATES PATENT APPLICATIONS

Patent Application Name	Application No.	Filing Date
Ink jet recording medium	09911359	07/23/01

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark Name	Serial Number	Registration Number	Filing Date	Registration Date
Magic	74360422	1949342	02/19/93	01/16/96
Proof It	75554391	2339285	09/17/98	04/04/00
Magiclee	78333592	2922948	11/26/03	02/01/05
Intelicoat Technologies	76559099	2934444	11/13/03	03/22/05
Magic Mainstream	78390178	2953744	03/24/04	05/17/05
Jet Set	78440920	2987540	06/24/04	08/23/05
Magic Poster-Pro	78479287	3011278	09/07/04	11/01/05
Silver Rag	78906634	3223054	06/13/06	03/27/07
Museo	75828675	2448446	10/22/99	05/01/01

APPLICATIONS

None.