

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
Nazdar Company		09/15/2010	CORPORATION: ILLINOIS
Encoder Science Technology, LLC		09/15/2010	LIMITED LIABILITY COMPANY: MINNESOTA
GSI Technologies, LLC		09/15/2010	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	111 West Monroe Street, 5W
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1672938	CHROMASOY
Registration Number:	3069905	CHROMATIX
Registration Number:	3485494	CLING-ON
Registration Number:	1629933	COLORSTAR
Registration Number:	2739675	IMAGESTAR
Registration Number:	3128615	LYSON
Registration Number:	2617173	NAZDAR
Registration Number:	2620192	NAZDAR
Registration Number:	3026315	POWERPRINT
Registration Number:	3527619	REYHAN PGF
Registration Number:	2638555	SOURCEONE

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Registration Number:	2655747	SOURCEONE Z
Registration Number:	1384890	UNIPOL
Registration Number:	3090329	VERSACON
Registration Number:	3043613	VERSAPRINT
Registration Number:	1674561	
Registration Number:	3562377	LAB TO FAB
Registration Number:	3496335	GSI TECHNOLOGIES
Registration Number:	1764933	GRAPHIC SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (312)207-1000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-207-1000
Email: ipdocket-chi@reedsmith.com
Correspondent Name: Michael E. Bielby Jr.
Address Line 1: 10 South Wacker Drive
Address Line 2: Reed Smith, LLP
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Michael E. Bielby Jr.
Signature:	/Michael E. Bielby Jr./
Date:	09/15/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of September 15, 2010, by TEI, Inc., Thrall Enterprises, Inc., Nazdar Company, Encoder Science Technology, LLC, GSI Technologies, LLC and Residential Investment Company (the "*Grantors*"), in favor of Harris N.A. (the "*Secured Party*").

WHEREAS:

A. Reference is made to that certain General Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), entered into by and among the Grantors and the Secured Party, which secures the Obligations (as defined in the Security Agreement);

B. Pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Secured Party this Agreement.

C. Pursuant to the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses (to the extent assignable by their terms), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby grant to the Secured Party, to secure the payment and performance of the Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States and foreign trademark and trademark application, including, without limitation, each trademark and trademark application referred to in *Schedule 1* annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each trademark license (to the extent assignable by their terms), including, without limitation, each trademark license listed on *Schedule 1* annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in *Schedule 1* annexed hereto, any trademark issued pursuant to a trademark application referred to in *Schedule 1* and any trademark licensed under any trademark license listed on *Schedule 1* annexed hereto (items 1 through 3 being herein collectively referred to as the "*Trademark Collateral*").

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm

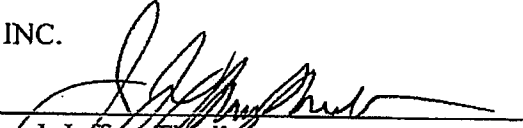
that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed in accordance with and governed by the internal substantive laws of the State of Illinois, without giving effect to the conflict of laws provisions thereof that would call for the application of the laws of any other jurisdiction. Each party hereby irrevocably submits, to the fullest extent permitted by applicable law, for itself and its Property, to the nonexclusive jurisdiction of the United States District Court for the Northern District of Illinois and of any Illinois State court sitting in the City of Chicago, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, to the fullest extent permitted by applicable law, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

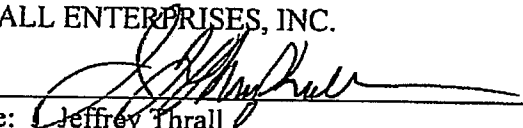
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The Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

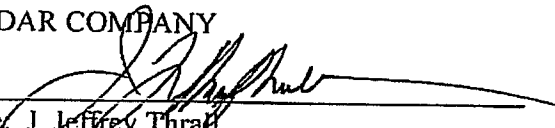
TEI, INC.

By: 
Name: J. Jeffrey Thrall
Title: President

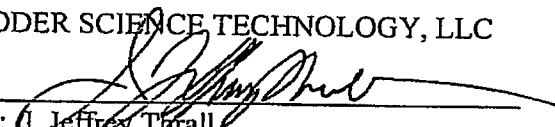
THRALL ENTERPRISES, INC.

By: 
Name: Jeffrey Thrall
Title: President

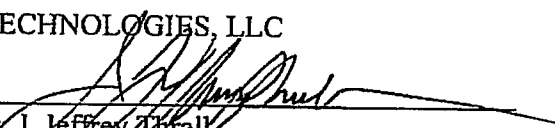
NAZDAR COMPANY

By: 
Name: J. Jeffrey Thrall
Title: Chief Executive Officer

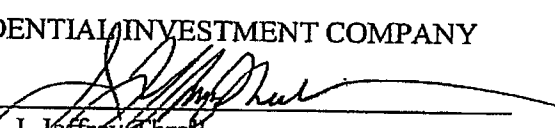
ENCODER SCIENCE TECHNOLOGY, LLC

By: 
Name: J. Jeffrey Thrall
Title: Chief Manager

GSI TECHNOLOGIES, LLC


By: 
Name: J. Jeffrey Thrall
Title: Manager

RESIDENTIAL INVESTMENT COMPANY

By: 
Name: J. Jeffrey Thrall
Title: Chairman

Acknowledged:


HARRIS N.A.,

By: 
Name: JAMES J. HESS
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
CATZPER	Nazdar Company	Proposed		
CHROMASOY	Nazdar Company	Registered	1,672,938	1/21/1992
CHROMATIX	Encoder Science Technology LLC	Registered	3,069,905	3/21/2006
CLING-ON	Nazdar Company	Registered	3,485,494	
	Nazdar Company	(second CLING-ON app listed as Dead)		
COLOR STAR	Nazdar Company	Registered	1,629,933	1/1/1991
COLORSTAR	Nazdar Company	Registered	066280	3/26/1990
EXCELLO	Nazdar Company	Pending	(Japan)	
IMAGESTAR	Nazdar Company	Registered	2,739,675	7/22/2003
LYSON	Nazdar Company	Proposed	(Australia)	
	Nazdar Company	Pending	(China)	
	Nazdar Company	Proposed	(China)	
	Nazdar Company	Pending	(China)	
	Nazdar Company	Registered	002959799 (EU)	5/6/2004
	Nazdar Company	Proposed	(Hong Kong)	
	Nazdar Company	Registered	300229824 (Hong Kong)	6/9/2004
	Nazdar Company	Pending	(India)	
	Nazdar Company	Proposed	(South Korea)	
	Nazdar Company	Proposed		
	Nazdar Company	Registered	3,128,615	8/15/2006
NAZDAR	Nazdar Company	Registered	757007 (Australia)	11/27/1998
	Nazdar Company	Pending	(Brazil)	
	Nazdar Company	Registered	1500155(China)	1/4/2001
	Nazdar Company	Registered	005274626 (EU)	12/13/2007
	Nazdar Company	Registered	05376 (Hong Kong)	12/9/1993

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
	Nazdar Company	Pending	(India)	
	Nazdar Company	Registered	4987671 (Japan)	9/15/2006
	Nazdar Company	Registered	98003925 (Malaysia)	3/31/1998
	Nazdar Company	Registered	653896 (Mexico)	4/28/2000
	Nazdar Company	Registered	46569 (Peru)	6/12/1998
	Nazdar Company	Registered	T98/02471D (Singapore)	3/17/1998
	Nazdar Company	Registered	1992/05353 (S. Africa)	6/26/1992
	Nazdar Company	Registered	1992/05354 (S. Africa)	6/26/1992
	Nazdar Company	Registered	443720 (South Korea)	3/10/1999
	Nazdar Company	Registered	808244 (Taiwan)	7/15/1998
	Nazdar Company	Registered	KOR83513 (Thailand)	12/17/1998
	Nazdar Company	Registered	2,617,173	9/10/2002
	Nazdar Company	Pending	(Venezuela)	
NAZ-DAR	Nazdar Company	Registered	1994598 (Argentina)	10/8/2004
	Nazdar Company	Registered	816838100 (Brazil)	3/22/1994
	Nazdar Company	Registered	UCA 7657 (Canada)	10/6/1932
	Nazdar Company	Registered	UCA 49629 (Canada)	4/5/1954
	Nazdar Company	Registered	648417 (Chile)	11/13/1992
	Nazdar Company	Registered	649,041 (China)	7/13/1993
	Nazdar Company	Registered	181385 (Colombia)	12/31/1993
	Nazdar Company	Registered	106959 (Costa Rica)	4/14/1998
	Nazdar Company	Registered	1462248 (France)	4/6/1998
	Nazdar Company	Registered	514,810 (Italy)	7/30/1968
	Nazdar Company	Registered	3015641 (Japan)	12/22/1994
	Nazdar Company	Registered	433115 (Mexico)	4/14/1993
	Nazdar Company	Registered	58281 (Philippines)	6/2/1994
NAZ-DAR/KC (bold and enclosed box)	Nazdar Company	Registered	TMA386,369 (Canada)	7/5/91
NAZ-DAR/KC	Nazdar Company	Registered	TMA386,127 (Canada)	7/5/91
NAZDAR (Chinese Characters)	Nazdar Company	Registered	300760437 (Hong Kong)	11/14/2006
NAZDAR (in	Nazdar Company	Registered	2000B16717 (Hong	3/28/2000

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Chinese)			Kong)	
NAZDAR (in colour/NAZDAR in s.c.c.)	Nazdar Company	Registered	1548111 (China)	4/6/2001
NAZDAR (Stylized Black & White)	Nazdar Company	Registered	2,620,192	9/17/2002
NAZDAR (Stylized)	Nazdar Company	Registered	1500154 (China)	1/4/2001
	Nazdar Company	Registered	09074 of 2000 (Hong Kong)	10/19/1999
	Nazdar Company	Registered	672699 (Mexico)	9/28/2000
PHOTOCHROME	Nazdar Company	Registered	003168333 (EU)	11/26/2004
POWERPRINT	Nazdar Company	Registered	3,026,315	12/13/2005
REYHAN PGF	Encoder Science Technology LLC	Registered	3,527,619	
SOURCE ONE	Nazdar Company	Registered	2,638,555	10/22/2002
SOURCEONE	Nazdar Company	Pending	(INDIA)	
SOURCEONE & Design	Nazdar Company	Registered	2,655,747	12/3/2002
UNIPOL	Nazdar Company	Registered	1,384,890	3/4/1986
VERSACON	Nazdar Company	Registered	004705687 (EU)	9/22/2006
	Nazdar Company	Registered	3,090,329	5/9/2006
VERSAPRINT	Nazdar Company	Registered	3,043,613	1/17/2006
	GSI Technologies, LLC	Registered	1674561	
LAB TO FAB	GSI Technologies, LLC	Registered	3562377	
GSI TECHNOLOGIES	GSI Technologies, LLC	Registered	3496335	
GRAPHIC SOLUTIONS	GSI Technologies, LLC	Registered	1764933	