

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	After-Acquired Trademark Security Agreement (First Lien) (Supplemental Filing)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PANTONE LLC		11/15/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, an Ohio banking corporation, as successor by merger to Fifth Third Bank, a Michigan banking corporation, as Collateral Agent
Street Address:	Fifth Third Center, 38 Fountain Square Plaza
Internal Address:	MD109047
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3832250	PANTONE UNIVERSE
Registration Number:	3832252	PANTONE UNIVERSE
Registration Number:	3832253	PANTONE UNIVERSE
Serial Number:	85111030	PANTONE UNIVERSE
Serial Number:	85140717	COLORS BY PANTONE
Serial Number:	85140714	COLORS BY PANTONE UNIVERSE

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312)577-8416
 Email: carole.dobbins@kattenlaw.com
 Correspondent Name: Carole Dobbins c/o Katten Muchin
 Address Line 1: 525 W. Monroe St.

900177441

**TRADEMARK
 REEL: 004414 FRAME: 0383**

CH \$165.00 3832250

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 210196-00012

NAME OF SUBMITTER: Carole Dobbins

Signature: /Carole Dobbins/

Date: 11/15/2010

Total Attachments: 4

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**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (First Lien)
(SUPPLEMENTAL FILING)**

THIS AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (FIRST LIEN) (SUPPLEMENTAL FILING), dated as of November 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Supplemental Trademark Security Agreement**"), by PANTONE LLC, a Delaware limited liability company (formerly Pantone, Inc.) (the "**Grantor**") in favor of **FIFTH THIRD BANK**, an Ohio banking corporation, as successor by merger to Fifth Third Bank, a Michigan banking corporation, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement (First Lien) dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement") entered into by the Grantor, the other grantors party thereto in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver the Supplemental Trademark Security Agreement.

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor executed and delivered to Collateral Agent a Trademark Security Agreement, dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), entered into by Grantor and the other grantors party thereto in favor of Collateral Agent.

WHEREAS, this Supplemental Trademark Security Agreement shall amend and supplement the Trademark Security Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Schedule I to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby supplemented by adding thereto the Trademark Collateral (as defined in the Trademark Security Agreement) listed in Exhibit A hereto.

SECTION 3. Applicable Law. This Supplemental Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 4. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 5. Credit Document. For the avoidance of doubt, this Supplemental Trademark Security Agreement is a Credit Document executed pursuant to the First Lien Credit and Guaranty Agreement, dated as October 24, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Company, certain Subsidiaries of Company, as guarantors, the lenders party thereto from time to time, and Fifth Third Bank, a Michigan banking corporation, as administrative agent and collateral agent and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement).

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In Witness Whereof, Grantor has caused this After-Acquired Trademark Security Agreement (First Lien) (Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PANTONE LLC, a Delaware limited liability company (formerly Pantone, Inc.)

By: Rajesh K. Shah
Name: Rajesh K. Shah
Title: Vice President

Accepted and Agreed:

FIFTH THIRD BANK, an Ohio banking corporation, as successor by merger to Fifth Third Bank, a Michigan banking corporation, as Collateral Agent

By: Scott R. Demester
Name: Scott R. Demester
Title: Vice President

EXHIBIT A
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations
U.S.A.

Owner	Mark	Registration Number	Serial Number	Registration Date
Pantone LLC	PANTONE UNIVERSE	3832250	76/694,805	8/10/2010
Pantone LLC	PANTONE UNIVERSE	3832252	76/694,893	8/10/2010
Pantone LLC	PANTONE UNIVERSE	3832253	76/695,082	8/10/2010

Trademark Applications
U.S.A.

Grantor	Mark	Application Serial Number	Application Date
Pantone LLC	PANTONE UNIVERSE	85/111,030	8/19/2010
Pantone LLC	COLORS BY PANTONE	85/140,717	9/29/2010
Pantone LLC	COLORS BY PANTONE UNIVERSE	85/140,714	9/29/2010

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