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TO: CAROL FRASER, CORPORATE PARALEGAL COMPANY: 600 PEACHTREE STREET, NE, SUITE

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.111/24/2010  
900176305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KATUN CORPORATION		11/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ZELL CREDIT OPPORTUNITIES MASTER FUND, L.P., as Administrative Agent		
Street Address:	c/o Equity Group Investments, L.L.C.		
Internal Address:	Two North Riverside Plaza, Suite 600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3018200	CLEARCASE
Registration Number:	2694116	MEDIA SCIENCES
Registration Number:	3414953	THE SCIENCE OF COLOR
Registration Number:	3753768	KATUN QUALITY CERTIFIED 360°
Registration Number:	3083762	REVOLUTION
Registration Number:	2920096	TUF/SIL
Registration Number:	3016158	
Registration Number:	2967723	ACCESS BY KATUN
Registration Number:	2967688	PERFORMANCE
Registration Number:	2677878	OMNIFIT
Registration Number:	2677868	DURACON
Registration Number:	2677867	DURAPREM

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Registration Number:	2333166	KATUN
Registration Number:	2180033	KATUN
Registration Number:	2125588	KATUN
Registration Number:	1839267	ALUMANA
Registration Number:	1791441	FIBRA
Registration Number:	1530426	KATUN
Registration Number:	1476863	MICROSLEEVE
Registration Number:	1196707	KATUN

**CORRESPONDENCE DATA**

Fax Number: (404)815-2424  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 404-815-2231  
Email: carolfraser@paulhastings.com  
Correspondent Name: Carol Fraser, Corporate Paralegal  
Address Line 1: 600 Peachtree Street, NE, Suite 2400  
Address Line 2: Paul, Hastings, Janofsky & Walker  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	11/24/2010

**Total Attachments: 5**  
source=Trademark Security Interest-Katun#page1.tif  
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source=Trademark Security Interest-Katun#page3.tif  
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**EXECUTION VERSION**

The lien created by this Confirmatory Grant on the property described herein is junior and subordinate to the lien on such property created by any security agreement, instrument, mortgage, deed of trust or similar instrument now or hereafter granted to JPMorgan Chase Bank, National Association, as Administrative Agent, and its successors and assigns, in such property, in accordance with the provisions of the Intercreditor Agreement dated as of November 24, 2010 among JPMorgan Chase Bank, National Association, as Administrative Agent, Zell Credit Opportunities Master Fund, L.P., as Administrative Agent, and the Loan Parties referred to therein, as amended from time to time.

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of November 24, 2010 by and from KATUN CORPORATION, a Delaware corporation (the "Grantor"), to and in favor of ZELL CREDIT OPPORTUNITIES MASTER FUND, L.P., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below (collectively, the "Lenders") (in such capacity, the "Grantee").

WHEREAS, the Grantor, Katun Holdings Parent, LLC ("Holdings"), the other Loan Guarantors thereunder, the Lenders and the Grantee have entered into a Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, Holdings, the other Loan Guarantors and the Grantee have entered into a Pledge and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations not yet due and payable), the Grantee shall provide a copy of the Security Agreement and all other Loan Documents to the Lenders. **TRADEMARK**

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the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks whether now owned or hereafter acquired by the Grantor, including, without limitation, all reissues, continuations or extensions of the foregoing, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Intercreditor Agreement. The lien created by this Confirmatory Grant on the property described herein is junior and subordinate to the lien on such property created by any security agreement, instrument, mortgage, deed of trust or similar instrument now or hereafter granted to JPMorgan Chase Bank, National Association, as Administrative Agent, and its successors and assigns, in such property, in accordance with the provisions of the Intercreditor Agreement dated as of November 24, 2010 among JPMorgan Chase Bank, National Association, as Administrative Agent, Zell Credit Opportunities Master Fund, L.P., as Administrative Agent, and the Loan Parties referred to therein, as amended from time to time.

4) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

5) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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**CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS****Exhibit A****US Trademarks**

Jurisdiction	Mark	Reg. No./Reg. Date	Registrant/Owner
US	CLEARCASE	3018200 11/22/2005	Katun Corporation
US	MEDIA SCIENCES	2694116 3/4/2003	Katun Corporation
US	THE SCIENCE OF COLOR	3414953 4/22/2008	Katun Corporation
US	KATUN QUALITY CERTIFIED 360(DEG) & DESIGN	3753768 3/2/2010	Katun Corporation
US	REVOLUTION	3083762 4/18/2006	Katun Corporation
US	TUF/SIL	2920096 1/18/2005	Katun Corporation
US	PERFORMANCE icon (Starburst) (DESIGN ONLY)	3016158 11/15/2005	Katun Corporation
US	ACCESS BY KATUN	2967723 7/12/2005	Katun Corporation
US	PERFORMANCE (& DESIGN)	2967688 7/12/2005	Katun Corporation
US	OMNIFIT	2677878 1/21/2003	Katun Corporation
US	DURACON	2677868 1/21/2003	Katun Corporation
US	DURAPERM	2677867 1/21/2003	Katun Corporation
US	KATUN (STYLIZED)	2333410 3/21/2000	Katun Corporation
US	KATUN	2333166 3/21/2000	Katun Corporation

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Application	Mark	Reg. No./Reg. Date	Record Owner
US	KATUN	2180033 8/11/1998	Katun Corporation
US	KATUN	2125588 12/30/1997	Katun Corporation
US	ALUMANA	1839267 6/14/1994	Katun Corporation
US	FIBRA	1791441 9/7/1993	Katun Corporation
US	KATUN	1530426 3/21/1989	Katun Corporation
US	MICROSLEEVE	1476663 2/16/1988	Katun Corporation
US	KATUN (STYLIZED)	1196707 6/1/1982	Katun Corporation

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

KATUN CORPORATION

By: [Signature]  
Name: Carlyle Singer  
Title: President/CEO

STATE OF Minnesota )  
Anoka COUNTY )

On November 18, 2010, before me, Joan L. Shea, Notary Public, personally appeared Carlyle Singer, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



[Signature]  
Notary Public, State of Minnesota

My Commission Expires: 31 Jan 2018