## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, as agent		10/01/2010	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	X-Rite, Incorporated
Street Address:	4300 44th Street, S.E.
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49512
Entity Type:	CORPORATION: MICHIGAN

Name:	Pantone, Inc.
Street Address:	590 Commerce Blvd.
City:	Carlstadt
State/Country:	NEW JERSEY
Postal Code:	07072
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77401911	MATCHSTIK CONNECT
Registration Number:	3428015	PANTONE UNIVERSE
Registration Number:	3345040	MATCHSTIK
Registration Number:	3362874	PLATESCOPE
Registration Number:	3462826	SHADE-X

## **CORRESPONDENCE DATA**

Fax Number: (312)558-5700

TRADEMARK 900189173 REEL: 004520 FRAME: 0891 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 2800

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	12997-5
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	04/13/2011

#### Total Attachments: 4

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October \_\_\_\_, 2010 by THE BANK OF NEW YORK MELLON, as Collateral Agent ("Collateral Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Assignment (as defined below).

#### WITNESSETH:

WHEREAS, X-RITE, INCORPORATED, a Michigan corporation, PANTONE, INC., a Delaware corporation (each a "Grantor" and together, "Grantors"), and Collateral Agent are parties to an After-Acquired Trademark Security Agreement (Second Lien) (First Supplemental Filing), dated as of October 28, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment"), pursuant to which Grantors granted a security interest to Collateral Agent in certain trademarks ("Trademarks") and Trademark Rights (as defined below) as security for certain obligations owing by Grantors to Collateral Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on October 28, 2008, at Reel 3878/Frame 0706 and Reel 3878/Frame 0670; and

WHEREAS, Grantors have requested that Collateral Agent release its security interest in the Trademarks and Trademark Rights and reassign the same to the Grantors.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Collateral Agent hereby releases its security interest in all of Grantors' right, title and interest in and to the following (collectively the "**Trademark Rights**"):
  - (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule** 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
  - (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

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- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.
- 2. Collateral Agent hereby reassigns, grants and conveys to Grantors, without any representation, recourse or undertaking by Collateral Agent, all of Collateral Agent's right, title and interest in and to the Trademarks and the Trademark Rights.

[Signature Page Follows.]

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IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

THE BANK OF NEW YORK MELLON,

as Collateral

By:

Name: Title:

# SCHEDULE 1

## **Trademark Applications** U.S.A.

Applicant	Title	Application Number
Pantone, Inc.	MATCHSTICK CONNECT	77/401,911

# Trademark Registrations U.S.A.

Registrant	Title	Registration Number	Application Number
Pantone, Inc.	PANTONE UNIVERSE	3428015	78/388,190
X-Rite, Incorporated	MATCHSTIK	3345040	78/388,401
X-Rite, Incorporated	PLATESCOPE	3362874	76/661,036
X-Rite, Incorporated	SHADE-X	3462826	76/622,827

Trademark Release and Reassignment

**TRADEMARK RECORDED: 04/13/2011 REEL: 004520 FRAME: 0896**