

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
CET Films Corp.		03/31/2011	CORPORATION: DELAWARE
R Tape Corp.		03/31/2011	CORPORATION: DELAWARE
IGI Corp.		03/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Churchill Financial LLC
Street Address:	400 Park Avenue, Suite 1500
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1281575	RODYNE
Registration Number:	1282480	TMP
Registration Number:	1284279	SAFE-GLO
Registration Number:	1290017	SPARKLE-BRITE
Registration Number:	1465466	AUTO GRAPHIC
Registration Number:	1596363	K.O.
Registration Number:	2434454	R TAPE
Registration Number:	2431203	MULTI-LENS
Registration Number:	2463647	R TAPE CONFORM SERIES
Registration Number:	2600074	RLA
Registration Number:	2882364	PERFORM
Registration Number:	2719326	CLEAR CHOICE
Registration Number:	3043545	CGF COBURN GRAPHIC FILMS, INC.

TRADEMARK

900189225

REEL: 004521 FRAME: 0222

CH \$565.00 1281575

Registration Number:	3099690	DIFFRACTO-LITE
Registration Number:	3161293	SPARKLE-GLO
Registration Number:	3184251	CLARITEX
Registration Number:	3337725	VINYLEFX
Registration Number:	3358350	DIGIMASK
Registration Number:	3376745	DIGIKIT
Serial Number:	77880514	HOTMASK
Serial Number:	85070307	EZ ERASE
Serial Number:	85120115	CHALKTALK

CORRESPONDENCE DATA

Fax Number: (212)230-5170
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-318-6000
Email: mariannetaras@paulhastings.com
Correspondent Name: Bret Votano, Esquire
Address Line 1: 75 East 55th Street
Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Marianne Taras
Signature:	/Marianne Taras/
Date:	04/13/2011

Total Attachments: 9
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Intellectual Property Security Agreement

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 31, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CHURCHILL FINANCIAL LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among R Tape Corp., a Delaware corporation ("R Tape") and CET Films Corp., a Delaware corporation ("CET"), and together with R Tape, individually and collectively and jointly and severally, the "Borrower"), IGI Corp., a Delaware corporation, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of March 31, 2011 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the

Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Intellectual Property Security Agreement 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.

Section 6. Governing Law. This Intellectual Property Security Agreement 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.

[SIGNATURE PAGES FOLLOW]

ACKNOWLEDGED AND AGREED
as of the date first above written:

CHURCHILL FINANCIAL LLC
as Administrative Agent

By: 
Name: Thomas M. Hennigan
Title: Senior Vice President

SCHEDULE 1A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED COPYRIGHTS

OWNER	COUNTRY	TITLE	DOC NO.	FILED
[R Tape Corporation, Custom Extrusion Technologies, Inc., and IGI Holding Corporation]	US	Non-Slip. No. 1-392-549.	V3559D739	12/14/07
[R Tape Corporation, Custom Extrusion Technologies, Inc., and IGI Holding Corporation]	US	Para-Vision. No. 1-392-550.	V3559D739	12/14/07
[R Tape Corporation, Custom Extrusion Technologies, Inc., and IGI Holding Corporation]	US	Star galaxy design. No. 309-121.	V3559D739	12/14/07
[R Tape Corporation, Custom Extrusion Technologies, Inc., and IGI Holding Corporation]	US	Vel-Lux. No. 1-392-548.	V3559D739	12/14/07

B. COPYRIGHT APPLICATIONS

[Include Owner, Application Number and Date]

C. IP LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]

SCHEDULE 1B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED PATENTS

OWNER	COUNTRY	TITLE	APPLN NO.	FILED	PUB NO.	PUB DATE
George Masi and Michael Roughton/ R Tape ¹	US	Process for Making Metalized Micro-Embossed Films	11/906,728	10/2/07	200900842 78	04/2/09
George Masi / R Tape ²	US	Process for making shrink films with embossed optical or holographic devices	12/322,600	02/4/09	200901463 36	06/11/09
Witold S. Perlinski and Philip J. Iwinski / R Tape ³	US	Masking media for heat activated graphics	12/287,854	10/14/08	201000927 35	04/15/10

B. PATENT APPLICATIONS

[Include Owner, Application Number and Date]

C. PATENT LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]

¹ Assignment dated August 30, 2007, by and between George Masi and Michael Roughton, with R Tape, as assignee.

² Assignment dated February 4, 2009, by and between George Masi and R Tape Corporation, as assignee.

³ Assignment dated October 14, 2008, by and between Witold S. Perlinski and Philip J. Iwinski with R Tape, as assignee.

SCHEDULE 1C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

D. REGISTERED TRADEMARKS

OWNER	COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE
CET Films Corp.	US	RODYNE	73/422625	04/21/83	1281575	06/12/84
CET Films Corp.	US	TMP	73/422635	04/21/83	1282480	06/19/84
CET Films Corp.	US	SAFE-GLO	73/420848	04/11/83	1284279	07/03/84
CET Films Corp.	US	SPARKLE-BRITE	73/420849	04/11/83	1290017	08/14/84
CET Films Corp.	US	AUTO GRAPHIC	73/636508	12/22/86	1465466	11/17/87
CET Films Corp.	US	K.O.	73/810681	07/03/89	1596363	05/15/90
R Tape Corp.	US	R (Stylized in Box) TAPE	75/326903	07/18/97	2434454	03/13/01
R Tape Corp.	US	MULTI-LENS (Stylized)	75/845686	11/10/99	2431203	02/27/01
R Tape Corp.	US	R-TAPE CONFORM SERIES (Stylized & Design)	75/942982	03/13/00	2463647	06/26/01
R Tape Corp.	US	RLA	75/942983	03/13/00	2600074	07/30/02
R Tape Corp.	EU	R-TAPE CONFORM	001863711	09/12/00	001863711	03/06/02
R Tape Corp.	EU	RLA	001864081	09/12/00	001864081	06/05/02
R Tape Corp.	EU	PERFORM	2419265	10/22/01	2419265	12/19/02
R Tape Corp.	US	PERFORM	76/396813	04/18/02	2882364	09/07/04
R Tape Corp.	US	CLEAR CHOICE	76/443142	08/23/02	2719326	05/27/03
CET Films Corp.	EU	SPARKLE-BRITE	003826328	05/10/04	003826328	09/02/05
CET Films Corp.	EU	MULTI-LENS Logo	003823359	05/10/04	003823259	09/05/05
CET Films Corp.	EU	TMP	003826245	05/10/04	003826245	09/06/05
R Tape Corp.	US	CGF COBURN GRAPHIC FILMS INC. (Stylized) & Design	76/591213	05/10/04	3043545	01/17/06
R Tape Corp.	US	DIFFRACTO-LITE	76/591211	05/10/04	3099690	06/06/06
CET Films Corp.	US	SPARKLE-GLO	76/591212	05/10/04	3161293	10/24/06
R Tape Corp.	US	CGF COBURN	003829314	05/11/04	003829314	09/02/05

		GRAPHIC FILMS INC. (Stylized) & Design				
R Tape Corp.	EU	DIFFRACTO- LITE	003825239	05/11/04	003825239	09/02/05
CET Films Corp.	EU	RODYNE	003825213	05/11/04	003825213	09/02/05
CET Films Corp.	EU	SAFE-GLO	003825155	05/11/04	003825155	09/02/05
CET Films Corp.	EU	SPARKLE-GLO	003825205	05/11/04	003825205	09/02/05
R Tape Corp.	EU	R TAPE	3849726	05/26/04	3849726	09/02/05
R Tape Corp.	EU	R (Stylized in Box) TAPE	3849718	05/26/04	3849718	09/02/05
R Tape Corp.	US	CLARITEX	76/610204	09/07/04	3184251	12/12/06
R Tape Corp.	EU	CLARITEX	004040515	09/22/04	004040515	06/27/06
CET Films Corp.	EU	DIAMOND PLATE	005136593	06/14/06	005136593	10/18/07
CET Films Corp.	US	VINYLEFX	76/663647	07/25/06	3337725	11/20/07
R Tape Corp.	US	DIGIMASK	76/663645	07/25/06	3358350	12/25/07
R Tape Corp.	US	DIGIKIT	76/663646	07/25/06	3376745	02/05/08
R Tape Corp.	EU	DIGIMASK	5585294	12/22/06	5585294	11/09/07
R Tape Corp.	EU	VINYLEFX	5585393	12/22/06	5585393	11/09/07
R Tape Corp.	EU	DIGIKIT	5585261	12/22/06	5585261	03/13/08
R Tape Corp.	Canada	PERFORM	1359177-00	08/09/07	TMA72006 0	07/31/08
R Tape Corp.	Argentina	R (Stylized in Box) TAPE	2963603	12/02/09	2936296	10/01/10
R Tape Corp.	Argentina	R (Stylized in Box) TAPE	2963601	12/02/09	2396294	10/01/10

E. TRADEMARK APPLICATIONS

OWNER	COUNTRY	MARK	APPLN NO.	FILED
R Tape Corp.	US	HOTMASK	77/880514	11/25/09
R Tape Corp.	US	EZ ERASE	85/070307	06/24/10
R Tape Corp.	US	CHALKTALK	85/120115	08/31/10

F. TRADEMARK LICENSES

None.