

**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
BETA COLOR, LLC		04/12/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
COLOREP, INC.		04/12/2011	CORPORATION: CALIFORNIA
TRANSPRINT USA, INC.		04/12/2011	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

Name:	Summit Financial Resources, L.P.
Street Address:	2455 East Parleys Way
Internal Address:	Suite 200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84109
Entity Type:	LIMITED PARTNERSHIP: HAWAII

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3451539	AIRDYE
Registration Number:	3275191	COLOREP
Serial Number:	77357434	FABRICEUTICALS
Serial Number:	78958022	NO RULES WASH
Registration Number:	3440792	P
Serial Number:	78973860	P P3RFORMANCE
Registration Number:	3440791	P3RFORMANCE
Registration Number:	2069949	TRANSWIDE

**CORRESPONDENCE DATA**

Fax Number: (602)382-6070

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900189474**

**TRADEMARK  
 REEL: 004523 FRAME: 0178**

**CH \$215.00 3451539**

Phone: 602-382-6572  
Email: enielsen@swlaw.com  
Correspondent Name: Snell & Wilmer L.L.P. E.M. Nielsen  
Address Line 1: One Arizona Center  
Address Line 2: 400 East Van Buren  
Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	39275.0126
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NAME OF SUBMITTER:	Eric Nielsen
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Signature:	/Eric Nielsen/
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Date:	04/15/2011
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**") is made and entered into as of April ~~12~~ 2011 (the "**Effective Date**") by and between on the one hand **BETA COLOR, LLC**, a California limited liability company, **COLOREP, INC.**, a California corporation, and **TRANSPRINT USA, INC.**, a Virginia corporation (collectively "**Debtor**"), and on the other hand **SUMMIT FINANCIAL RESOURCES, L.P.**, a Hawaii limited partnership ("**Secured Party**"), pursuant to a Financing Agreement dated as of August 27, 2010, between Debtor and Secured Party (as amended or modified from time to time, the "**Financing Agreement**").

For good and valuable consideration, receipt of which is hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Financing Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the UCC shall have the meanings set forth in the UCC, except as otherwise defined herein. As used herein, the term:

"**Collateral**" has the meaning set forth in Section 2.

"**PTO**" means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Financing Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for payment and performance in full of all Debtor's obligations under the Financing Agreement, Debtor hereby grants to Secured Party a security interest in and to all of Debtor's right, title and interest in, to and under the Collateral. "**Collateral**" means the following personal property of Debtor, wherever located, now owned or existing or hereafter acquired or created, all additions and accessions thereto, all replacements, insurance or condemnation proceeds, all documents covering any of the Collateral, all leases of any of the Collateral, all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the Collateral or any interest therein, all amendments, modifications, renewals, extensions, and replacements thereof, and all products and proceeds thereof: (a) all inventory (the "**Inventory**"); (b) all accounts (the "**Accounts**"); (c) all equipment, goods and motor vehicles (collectively, the "**Equipment**"); (d) all general intangibles, including any and all patents, trademarks (registered or common law) and copyrights (registered or unregistered), trade secrets,

domain names and addresses, and intellectual property licenses; (e) any and all promissory notes and instruments payable to or owing to Debtor or held by Debtor; any and all leases under which Debtor is the lessor; any and all chattel paper in favor of, owing to, or held by Debtor, including, without limitation, any and all conditional sale contracts or other sales agreements, whether Debtor is the original party or the assignee; and any and all security agreements, collateral and titles to motor vehicles which secure any of the foregoing obligations; (f) all deposit accounts, including without limitation, all interest, dividends or distributions accrued or to accrue thereon, whether or not due; (g) all investment property, including all interest, dividends or distributions accrued or to accrue thereon, whether or not due; (h) all documents; (i) all letter-of-credit rights; (j) all supporting obligations; and (k) all balances, deposits, debts or any other amounts or obligations of Summit owing to Debtor, including, without limitation, any Reserve, whether or not due.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Financing Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Financing Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Financing Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of all patents, patent applications, trademarks, trademark registrations and applications owned by Debtor, in whole or in part, is set forth in Schedule A. For the avoidance of doubt, the non-inclusion of personal property of Debtor in Schedule A shall not in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral.

5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

6. Authorization to Supplement. If Debtor shall obtain rights to any new patents, trademarks and copyrights (registered or unregistered), trade secrets, domain names and addresses, or intellectual property licenses, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patents, trademarks and copyrights (registered or unregistered), trade secrets, domain names and addresses, and intellectual property licenses. Without limiting Debtor's obligations under this Section, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent and/or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Financing Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

9. Entire Agreement; Amendment. This Agreement and the Financing Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Financing Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Financing Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Financing Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Debtor's obligations under the Financing Agreement, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such

documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder.

12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

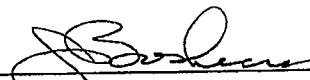
14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

[Signature Page Follows – Remainder of Page Left Intentionally Blank]


IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed and becomes effective as of the Effective Date.

**DEBTOR:**


**BETA COLOR, LLC**  
a California limited liability company

By:   
Name: Jeffrey Boshears \_\_\_\_\_  
Title: Manager \_\_\_\_\_

**COLOREP, INC.**  
a California corporation


By:   
Name: Jeffrey Boshears \_\_\_\_\_  
Title: Chief Financial Officer \_\_\_\_\_

**TRANSPRINT USA, INC.**  
a Virginia corporation

By:   
Name: Jeffrey Boshears \_\_\_\_\_  
Title: Chief Financial Officer \_\_\_\_\_

**SECURED PARTY:**

**SUMMIT FINANCIAL RESOURCES, L.P.**  
a Hawaii limited partnership

By:   
Name: MARK J Picillo  
Title: SVP

SCHEDULE A  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT



SCHEDULE A

Trademarks			
Mark	Application Serial No.	Registration No.	Status
AIRDYE	77/080,404	3,451,539	Registered
BETACOLOR	Common law mark never filed for		
COLOREP	78/958,021	3,275,191	Registered
ECOBANNER	77/207,843	N/A	Abandoned
FABRICEUTICALS	77/357,434	N/A	Pending
NO RULES WASH	78/958,022	N/A	Pending
P	78/958,019	3,440,792	Registered
P P3RFORMANCE	78/973,860	N/A	Pending
P3RFORMANCE	78/958,016	3,440,791	Registered
TRANSCOLOR	Common law mark never filed for		
TRANSCOMP	Common law mark never filed for		
TRANSPRINT USA	77/594,490	N/A	Abandoned
TRANSWIDE	75/146,022	2,069,949	Registered

Patents			
Title	Application Serial No.	Patent or Publication No.	Status
Electrophotographic liquid developer composition and novel charge directors for use therein	07/398,460	5,045,425	Patented
Stain elimination in consecutive color toning	07/356,264	5,069,995	Patented
Charge directors for use in electrophotographic compositions and processes	07/546,044	5,153,090	Patented
Multicolor electrophotographic development system with detachable liquid developing devices rotatably mounted	07/612,791	5,153,659	Patented
Electrophotographic toner and process for manufacturing same	08/430,874	5,538,830	Patented
Method and apparatus for splicing heat transfer printing paper	08/545,027	5,660,675	Patented

Method for splicing heat transfer printing paper	08/816,880	5,783,007	Patented
Solvation-based charge direction of electrophotographic developer compositions	08/162,381	5,840,453	Patented
Sublimation dyeing of textiles and other materials	11/364,640	2006/0199733	Pending
Hollow dot printing apparatus and methods	11/543,449	2007/0081175	Abandoned
Time And Temperature Additive Scheduling	11/690,003	2007/0240264	Pending
Pulse Heating Methods and Apparatus for Printing and Dyeing	11/844,180	2008/0050517	Abandoned
Pulse Heating Methods and Apparatus for Printing and Dyeing	12/196,585	2009/0035461	Pending
Hollow Dot Printing Apparatus And Methods	12/701,976	2010/0136295	Pending