

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rowmark LLC		05/05/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
Internal Address:	Attn: Commercial Bank		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1888482	ADA ALTERNATIVE	
Registration Number:	2742623	COLORLINE	
Registration Number:	2185815	FLEXIBRASS	
Registration Number:	2374738	FLEXICOLOR	
Registration Number:	1725678	IPI	
Registration Number:	2187609	LASERMARK	
Registration Number:	2596130	LASERMAX	
Registration Number:	2903892	NOMARK PLUS	
Registration Number:	3084937	PREMIER MATERIAL CONCEPTS	
Registration Number:	3055446	PREMIERKOTE	
Registration Number:	2420918	PRINTMARK	
Registration Number:	1315751	ROWMARK	
Registration Number:	2903893	THE .005 ADVANTAGE	

OP \$490.00 1888482

900192690

TRADEMARK  
 REEL: 004547 FRAME: 0352

Registration Number:	1473176	THE IDENTIFIERS
Registration Number:	3551512	DURALINE
Registration Number:	3764146	CLEARPATH SIGNAGE SYSTEMS
Registration Number:	3660848	EZ GRAV
Registration Number:	3917705	COLOR PATH TECHNOLOGIES
Serial Number:	85222941	COLORHUES

#### CORRESPONDENCE DATA

Fax Number: (216)566-5800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 216-566-5940  
 Email: wendy.seifert@thompsonhine.com  
 Correspondent Name: Adam R. Nazette, Esq.  
 Address Line 1: 127 Public Square  
 Address Line 2: 3900 Key Center  
 Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	059131.00066
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NAME OF SUBMITTER:	Adam R. Nazette, Esq.
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Signature:	/am/
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Date:	05/24/2011
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#### Total Attachments: 15

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 5<sup>th</sup> day of May, 2011 by ROWMARK LLC, a Delaware limited liability company ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined ("Agent"), for the benefit of the Lenders, as hereinafter defined.

### 1. Recitals.

Pledgor is entering into that certain Credit and Security Agreement, dated as of May 5, 2011, with the lenders from time to time listed on Schedule 1 thereto (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender") and Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that the Lenders grant to Pledgor the financial accommodations as described in the Credit Agreement.

Pledgor deems it to be in the direct pecuniary and business interests of Pledgor that Pledgor obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to Pledgor by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including,

without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“ITU Application” means a trademark application filed with the USPTO pursuant to 15 U.S.C. § 1051(b).

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by Pledgor to Agent, the Fronting Lender, the Swing Line Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of any Credit Party pursuant to Letters of Credit; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document, and all fees and charges in connection with the Letters of Credit; (d) every other liability, now or hereafter owing to Agent or any Lender by any Company or Pledgor pursuant to the Credit Agreement or any other Loan Document; and (e) all Related Expenses.

“Proceeds” means (a) proceeds, as that term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance. Except as expressly authorized in this Agreement, the right of Agent and the Lenders to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Agent or any Lender to Pledgor’s sale, exchange, collection, or other disposition of any or all of the Collateral.

“Secured Obligations” means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements.

“Trademark Act” means the U.S Trademark Act of 1946, as amended.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof. Pledgor, Agent and the Lenders hereby acknowledge and agree that, with respect to any ITU Application included within the Collateral, to the extent such an ITU Application would, under the Trademark Act, be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein, or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed to have been granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4. Representations and Warranties. Pledgor hereby represents and warrants to Agent and each Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral, to Pledgor’s knowledge, has been adjudged invalid or unenforceable.

4.2. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.3. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.4. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.5. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

5. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply in all material respects with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor

shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and <sup>SM</sup> where appropriate.

6. Events of Default and Remedies.

6.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default hereunder.

6.2. Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. and the Ohio Revised Code as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

6.3. Pledgor expressly acknowledges that Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuation of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Agent in the form reflected on the face of the Assignment and Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

6.4. If an Event of Default shall occur and be continuing, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Agent may deem advisable, Agent, on behalf of the Lenders, in its reasonable discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Agent shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as Agent, in its sole discretion, may deem advisable. Any

excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency.

7. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Agent and, until so paid, shall be added to the principal amount of the Obligations.

8. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any material patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are reasonably necessary to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, except as permitted under Section 7 hereof.

9. Agent's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. If an Event of Default has occurred and is continuing, Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and the Lenders for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent and the Lenders in connection with the provisions of this Section 9, in the event Agent, on behalf of the Lenders, elects to join in any such action commenced by Pledgor.

10. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuation of an Event of Default, Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Pledgor hereby ratifies all that such

attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Agent's Right to Perform Obligations. If Pledgor fails to comply in any material respect with any of its obligations under this Agreement, Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of name Pledgor or in the name of Agent, on behalf of the Lenders, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent, upon request, in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Agent and the Lenders in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect the interest of Agent and the Lenders in the Collateral, as evidenced by this Agreement.

13. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Agent prompt written notice thereof.

14. Modifications for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 13 hereof and, at Agent's request, Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided by this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement (including a courtesy copy to Clearview Capital LLC, 1445 East Putnam Avenue, Old Greenwich, Connecticut 06870, Attention: James Andersen, and to Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154, Attention: Kevin Eisenberg, provided that a failure to give such courtesy notice shall have no legal effect hereunder; provided further that, with respect to (a) any notices, requests or demands after the occurrence and during the continuance of a Default or an Event of Default, and (b) any other material notices, requests or demands, a copy shall be required to be delivered to Clearview Capital LLC), if to Agent or any Lender, mailed or delivered to it, addressed to the address of Agent or such Lender specified on the signature pages of the Credit Agreement or the Assignment Agreement, as applicable, or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when hand-delivered, delivered by overnight courier or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt (if received during a Business Day, otherwise the following Business Day). All notices hereunder shall not be effective until received.



16. No Waiver or Course of Dealing. No course of dealing between Pledgor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as Agent and the Lenders may deem expedient. All of the rights and remedies of Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Agent. No waiver or consent granted by Agent and the Lenders in respect of this Agreement shall be binding upon Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

20. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Agent. This Agreement shall be binding upon Pledgor and the successors and permitted assigns of Pledgor, and shall inure to the benefit of and be enforceable and exercisable by Agent on behalf of and for the benefit of Agent and the Lenders and their respective successors and permitted assigns. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

21. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

22. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile signature or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

23. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor, Agent and the Lenders hereunder shall be

governed by and construed in accordance with Ohio law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of Ohio shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, PLEDGOR, AGENT AND EACH LENDER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG PLEDGOR, AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR THE LENDERS TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND THE LENDERS, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement at Findlay, Ohio as of the date first set forth above.

Address: 2040 Industrial Drive  
Findlay, OH 45840  
Attention: Duane Jebbett  
Fax: (419) 425-2891  
Email: djebbett@rowmark.com

ROWMARK LLC

By: \_\_\_\_\_

  
Thomas E. Hogan  
Chief Financial Officer

## SCHEDULE 1

See attached.

# INTELLECTUAL PROPERTY

Country	Matter Title	Type	Status	Serial Number	Publication Number	TM/Pat. Number
United States	LAMINATE THERMOSPLASTIC SHEET, APPARATUS, AND METHOD	Patent	Application	12/062,049	2008-0248243-A1	
United States	THERMOPLASTIC SHEET WITH METALLIC HOT STAMP FILM	Patent	Application	12/129,124	2008-0299354-A1	
United States	ADA ALTERNATIVE	Trademark	Registered	74/491,300		1,888,482
United States	COLORLINE	Trademark	Registered	75/923,658		2,742,623
United States	FLEXIBRASS	Trademark	Registered	75/325,962		2,185,815
United States	FLEXICOLOR	Trademark	Registered	75/663,055		2,374,738
United States	IPI (STYLIZED)	Trademark	Registered	74/234,964		1,725,678
United States	LASERMARK	Trademark	Registered	75/325,483		2,187,609
United States	LASERMAX	Trademark	Registered	78/067,195		2,596,130
United States	NOMARK PLUS	Trademark	Registered	78/210,982		2,903,892
United States	PREMIER MATERIAL CONCEPTS	Trademark	Registered	78/576,621		3,084,937
United States	PREMIERKOTE	Trademark	Registered	78/576,616		3,055,446
United States	PRINTMARK	Trademark	Registered	75/772,475		2,420,918
United States	ROWMARK	Trademark	Registered	73/419,763		1,315,751
United States	THE .005 ADVANTAGE	Trademark	Registered	78/210,985		2,903,893
United States	THE IDENTIFIERS	Trademark	Registered	73/628,538		1,473,176
United States	DURALINE	Trademark	Registered	77/373,911		3,551,512
United States	CLEARPATH SIGNAGE SYSTEMS	Trademark	Registered	77/484,070		3,764,146
United States	EZ GRAV	Trademark	Registered	77/656,920		3,660,848
United States	COLOR PATH TECHNOLOGIES	Trademark	Registered	77/777,502		3,917,705
United States	LASERGLOW	Trademark	Application	85/105,437		
United States	CPT COLOR PATH TECHNOLOGIES	Trademark	Application	85/230,241		
United States	LUMINESSENCE	Trademark	Application			
United States	COLORHUES	Trademark	Application	85/222,941		
United States	EDGE FLOW	Trademark	Search			
United States	DISTINCTIVE BUILDING ELEMENTS	Trademark	Search			
United States	AGREEMENTS: RENEWAL /	Agreement	Pending			

	EXPIRATION / DOCKETING					
United States	NDA - Advanced Technology Inc.	Agreement	Pending			
United States	Triline	Trademark	Registered			2,831,408
European Patent Office	TAMPER-PROOF DEVICE FOR SIGNAGE SYSTEM	Patent	Application	1201361.1		EP124981 6
European Patent Office	FLAT OR CURVED SIGNAGE SYSTEM	Patent	Application	1201362.9		EP124981 5
European Community Trade Mark	EASYSUB	Trademark	Application			
China, Peoples' Republic	IPI (STYLIZED)	Trademark	Issued	6703456	1197	6703456
China, Peoples' Republic	IPI (STYLIZED)	Trademark	Registered	6703455	1199	6703455
China, Peoples' Republic	PREMIER MATERIAL CONCEPTS	Trademark	Registered	6703454	6703454	6703454
China, Peoples' Republic	ROWMARK	Trademark	Registered	6703458	1197	6703458
China, Peoples' Republic	ROWMARK	Trademark	Registered	6703457	1199	6703457
China, Peoples' Republic	CLEARPATH SIGNAGE SYSTEMS - Class 17	Trademark	Registered	7761983	1229	7761983
China, Peoples' Republic	COLOR PATH TECHNOLOGIES	Trademark	Registered	7761981	1229	7761981
China, Peoples' Republic	CLEARPATH SIGNAGE SYSTEMS - Class 40	Trademark	Application	7761982	1243	
Canada	ROWMARK	Trademark	Registered	506013		311340
United Kingdom	ROWMARK	Trademark	Registered	1199685		B1199685
Germany	ROWMARK	Trademark	Registered	R4114517W Z		1067101
France	ROWMARK	Trademark	Registered	INPI671863		1249607
Japan	ROWMARK	Trademark	Registered	S05-078464		1822902
Australia	ROWMARK	Trademark	Registered	396570		396570
Switzerland	ROWMARK	Trademark	Registered			326245
Italy	ROWMARK	Trademark	Registered	4089883		435861
Sweden	ROWMARK	Trademark	Registered	198305431		190215
Mexico	ROWMARK	Trademark	Registered	231347		494305

Austria	ROWMARK	Trademark	Registered	301993	149346
Spain	ROWMARK	Trademark	Registered	1774487M3	1774487M3
Israel	ROWMARK	Trademark	Registered	56530	56530
Taiwan	ROWMARK	Trademark	Registered	8401796	698899
South Korea	ROWMARK	Trademark	Registered	97-40729	424587
Brazil	ROWMARK	Trademark	Registered	818596538	818596538
Hungary	ROWMARK	Trademark	Registered	M93 02819	142049
Benelux	ROWMARK	Trademark	Registered	75648	534011
Malaysia	ROWMARK	Trademark	Registered	95/03899	95003899
Hong Kong	ROWMARK	Trademark	Registered	1714/1983	529/1986
Singapore	ROWMARK	Trademark	Registered	4090/83	T83/04090
Czech Republic	ROWMARK	Trademark	Registered		E 188772

EXHIBIT A  
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF MAY 5, 2011, EXECUTED BY ROWMARK LLC, A DELAWARE LIMITED LIABILITY COMPANY ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND PERMITTED ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND IS CONTINUING AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNMENT

WHEREAS ROWMARK LLC, a Delaware limited liability company ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of May 5, 2011 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION as Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, "Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Agent's election to take actual title to the Collateral;



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on May 5, 2011.

ROWMARK LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_