

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Calumet International Inc.		04/16/2012	CORPORATION: VIRGINIA
Fidelity Manufacturing Co.		04/16/2012	CORPORATION: DELAWARE
Calumet Photographic, Inc.		04/16/2012	CORPORATION: DELAWARE
Calumetphoto.com, LLC		04/16/2012	LIMITED LIABILITY COMPANY: DELAWARE
Calumet Logistics, LLC		04/16/2012	LIMITED LIABILITY COMPANY: DELAWARE
Zone VI Studios, Inc.		04/16/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0802688	CALTAR	
Registration Number:	0806704	CALUMET	
Registration Number:	1836069	TURBOFILTER	
Registration Number:	3116803	TRAVELITE	
Registration Number:	3463063	CALUMET PROSPEC	
Registration Number:	3528767	CALUMET PRECISION DUSTER	
Registration Number:	0522157	FIDELITY	
Registration Number:	0312604	RITEWAY	

CH \$240.00 0802688

Serial Number:

77607534

BRILLIANT

**CORRESPONDENCE DATA**

Fax Number: 2155572049

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (215) 988-6991

Email: tarbox@blankrome.com

Correspondent Name: Olivia H. Tarbox, Paralegal

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square - 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:

074658-01354

NAME OF SUBMITTER:

Olivia H. Tarbox

Signature:

/Olivia H. Tarbox/

Date:

04/25/2012

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 16th day of April, 2012 by CALUMET INTERNATIONAL INC., a Virginia corporation ("Calumet"), FIDELITY MANUFACTURING CO., a Delaware corporation ("Fidelity"), CALUMET PHOTOGRAPHIC, INC., a Delaware corporation ("Calumet Photographic"), CALUMETPHOTO.COM, LLC, a Delaware limited liability company ("Calumet Photo"), CALUMET LOGISTICS, LLC, a Delaware limited liability company ("Calumet Logistics") and ZONE VI STUDIOS, INC., a Delaware corporation ("Zone VI," and together with Calumet, Fidelity, Calumet Photographic, Calumet Photo, and Calumet Logistics, collectively, the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

### WITNESSETH

WHEREAS, Grantor (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers"), has entered into that certain Revolving Credit and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any

reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor.

4. Governing Law. This Agreement shall in all respects be interpreted, construed and governed by the substantive laws of the State of New York.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

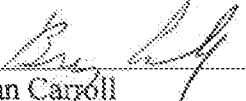
**CALUMET INTERNATIONAL INC.**

By:   
Name: Brian Carroll  
Title: President

**FIDELITY MANUFACTURING CO.**

By:   
Name: Brian Carroll  
Title: President


**CALUMET PHOTOGRAPHIC, INC.**

By:   
Name: Brian Carroll  
Title: President

**CALUMETPHOTO.COM, LLC**

By:   
Name: Brian Carroll  
Title: President

**CALUMET LOGISTICS, LLC**

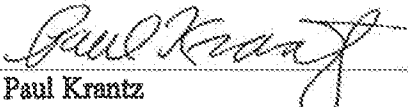
By:   
Name: Brian Carroll  
Title: President

**ZONE VI STUDIOS, INC.**

By:   
Name: Brian Carroll  
Title: President

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Paul Krantz  
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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TRADEMARK  
REEL: 004764 FRAME: 0488

SCHEDULE 1

TRADEMARK REGISTRATIONS

**TRADEMARKS**

<u>Trademarks</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction</u>
CALTAR	802,688	January 25, 1966	January 25, 2016	United States
CALUMET	806,704	April 5, 1966	April 5, 2016	United States
TURBOFILTER	1,836,069	May 10, 1994	May 10, 2014	United States
TRAVELITE	3,116,803	July 18, 2006	July 18, 2012	United States
CALUMET PROSPEC	3,463,063	July 8, 2008	July 8, 2014	United States
CALUMET PRECISION DUSTER	3,528,767	November 4, 2008	November 4, 2014	United States
FIDELITY	522,157	March 14, 1950	December 4, 2018	United States
RITEWAY (Stylized)	312,604	May 1, 1934	May 1, 2014	United States
CALUMET	825186501	June 5, 2007	June 5, 2017	Brazil
CALUMET	3426762	April 28, 2004	April 27, 2014	China
CALUMET	558301	January 5, 2004	January 16, 2013	Indonesia
CALUMET	432644	December 8, 1998	December 8, 2008	Republic of Korea
CALUMET	1101036	May 16, 2004	May 15, 2014	Taiwan
CALUMET	Kor195112	April 12, 2004	May 18, 2013	Thailand

**TRADEMARK APPLICATIONS**

<u>Trademark Appl.</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Jurisdiction</u>
BRILLIANT	77/607,534	November 5, 2008	US

PATENT REGISTRATIONS

<u>Patent Descriptions</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction</u>
Movable light projector.	5,228,765	Filed: November 20, 1991; Issued: July 20, 1993	November 20, 2011	United States
Synchronized filter device.	5,331,361	Filed: July 15, 1992; Issued: July 19, 1994	July 15, 2012	United States
A soft box assembly for disposition around a light source for illuminating a subject to be photographed.	7,077,534	Filed: April 2, 2004	April 2, 2024	United States
Photographic light boom.	D350,410	Filed: September 2, 1992; Issued: September 6, 1994	September 2, 2012	United States



## POWER OF ATTORNEY

CALUMET INTERNATIONAL INC., FIDELITY MANUFACTURING CO., CALUMET PHOTOGRAPHIC, INC., CALUMETPHOTO.COM, LLC, CALUMET LOGISTICS, LLC AND ZONE VI STUDIOS, INC. (collectively, the "Grantor"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, and Grantor dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Intellectual Property Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

(POWER OF ATTORNEY INTELLECTUAL PROPERTY SECURITY AGREEMENT)

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney,  
this 11<sup>th</sup> day of April, 2012.

**CALUMET INTERNATIONAL INC.**

By:   
Name: Brian Carroll  
Title: President

**FIDELITY MANUFACTURING CO.**

By:   
Name: Brian Carroll  
Title: President


**CALUMET PHOTOGRAPHIC, INC.**

By:   
Name: Brian Carroll  
Title: President

**CALUMETPHOTO.COM, LLC**

By:   
Name: Brian Carroll  
Title: President

**CALUMET LOGISTICS, LLC**

By:   
Name: Brian Carroll  
Title: President

**ZONE VI STUDIOS, INC.**

By:   
Name: Brian Carroll  
Title: President

[SIGNATURE PAGE TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

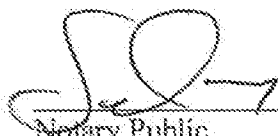
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**TRADEMARK**  
**REEL: 004764 FRAME: 0492**

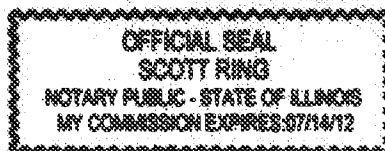
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 9 of April, 2012, before me personally appeared Brian Carroll, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Calumet International Inc.; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

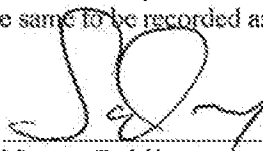


Notary Public  
My Commission Expires:

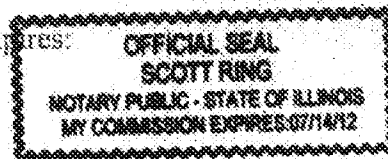


UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 9 of April, 2012, before me personally appeared Brian Carroll, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Fidelity Manufacturing Co.; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.




Notary Public  
My Commission Expires:



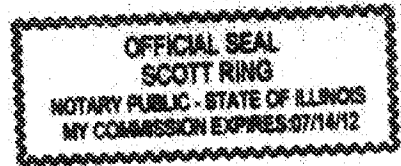
[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 9<sup>th</sup> of April, 2012, before me personally appeared Brian Carroll, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Calumet Photographic, Inc.; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

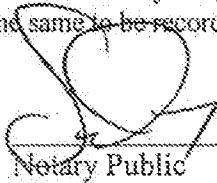
  
Notary Public

My Commission Expires:

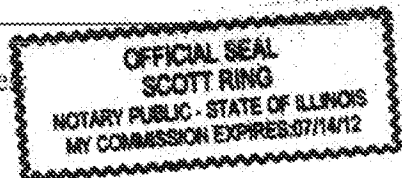


UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 9 of April, 2012, before me personally appeared Brian Carroll, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Calumetphoto.com, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

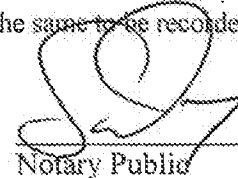
  
Notary Public

My Commission Expires:

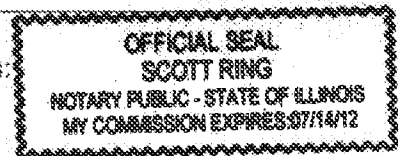


UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 9 of April, 2012, before me personally appeared Brian Carroll, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Calumet Logistics, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

  
Notary Public

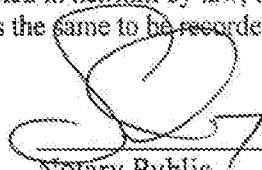
My Commission Expires:



[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 9 of April, 2012, before me personally appeared Brian Carroll, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Zone VI Studios, Inc.; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public  
My Commission Expires:



[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]