

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
Chromaflo Technologies Corporation		04/30/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	3710438	ACCUBLEND	
Registration Number:	2751030	ACCUMAG	
Registration Number:	3160390	ALDESOL	
Registration Number:	3389495	CHROMACURE	
Registration Number:	1451611	CHROMAFLO	
Registration Number:	1451612	COLORMATCH	
Registration Number:	3485557	INFRACOOOL	
Registration Number:	1488021	PLASTICOLORS	
Registration Number:	1492773	PLASTICOLORS	
Registration Number:	1449133	PLASTIGEL	
Registration Number:	1453760	PLASTISPERSE	
Serial Number:	85529300	PUR INTEGRA	
Registration Number:	1447021	SOL-U-PAK	
Registration Number:	3038036	SPARTACRYL PM	

TRADEMARK

Registration Number:	3376958	SYNERMIX
Registration Number:	2509852	UCD
Registration Number:	3387179	UVSOLUTIONS
Registration Number:	3765158	AMBIANCE
Registration Number:	2994431	
Serial Number:	85300265	CHROMA-CHEM
Registration Number:	2740726	COLOR STYLIST
Registration Number:	0938124	COLORTREND
Serial Number:	85300075	COLORTREND
Registration Number:	1209404	COLORTREND
Registration Number:	3531938	COLORTREND BOUTIQUE
Registration Number:	2948554	COLORTREND INTERNATIONALE
Registration Number:	2962591	COLORTREND SPECIFIER
Serial Number:	85508154	PORTFOLIO OF COLOR
Registration Number:	2857162	PROFESSIONAL CONTRACTOR
Registration Number:	1676474	AQUA-CHEM
Registration Number:	0965348	AQUASPERSE
Registration Number:	1679123	AQUATREND
Registration Number:	2780021	AQUATREND PLUS
Registration Number:	0845692	CAL-TINT
Registration Number:	2665773	CHROMA-CHEM ULTRA
Registration Number:	3034064	COLORTREND CUE
Registration Number:	3034063	COLORTREND CUE
Registration Number:	3177438	DURA-CHEM
Registration Number:	2825556	HYPERTINT
Serial Number:	76591441	U-T-C
Serial Number:	76111834	UNI-CAL
Serial Number:	76120706	

CORRESPONDENCE DATA

Fax Number: 3128637865

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

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd, 55 E. Monroe St.

TRADEMARK
REEL: 004773 FRAME: 0646

Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.242
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	05/04/2012

Total Attachments: 8

source=Chromaflo - Trademark Security Agreement#page1.tif
source=Chromaflo - Trademark Security Agreement#page2.tif
source=Chromaflo - Trademark Security Agreement#page3.tif
source=Chromaflo - Trademark Security Agreement#page4.tif
source=Chromaflo - Trademark Security Agreement#page5.tif
source=Chromaflo - Trademark Security Agreement#page6.tif
source=Chromaflo - Trademark Security Agreement#page7.tif
source=Chromaflo - Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2012, by CHROMAFLO TECHNOLOGIES CORPORATION, an Ohio corporation ("Chromaflo Technologies") (the "Grantors", each a "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Chromaflo Technologies Corporation, an Ohio corporation as successor by merger with Plasticolors Acquisition Corporation ("US Borrower"), Chromaflo Acquisition Netherlands BV, a private limited liability company incorporated under the laws of The Netherlands ("Dutch Borrower"), Chromaflo Acquisition Australia Pty Ltd ACN 157 966 900, an Australian proprietary company limited by shares ("Australian Holdco Borrower"), Colortrend Australia Pty Ltd ACN 079 823 313 (to be re-named Chromaflo Technologies Australia Pty Ltd ACN 079 823 313), an Australian proprietary company limited by shares ("Australian Opco Borrower"; together with Australian Holdco Borrower, US Borrower and Dutch Borrower, the "Borrowers" and each a "Borrower") and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and Hedging Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and Hedging Affiliates, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code and exclusive of any collateral that would constitute Excluded Property) (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks set forth on Schedule I hereto;
- (b) all divisions or extensions of the foregoing;

(c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

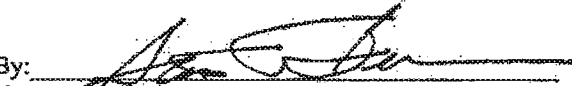
(d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHROMAFLO TECHNOLOGIES CORPORATION

By: 
Name: Scott Becker
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Kevin Bolash
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

(see attached)

Grantor	Mark	Country	Status	Application Number	Date Filed	Registration Number	Registration Date
Chromaflo Technologies Corporation	ACCUBLEND	USA	Registered	77656694	26-Jan-09	3710438	10-Nov-09
Chromaflo Technologies Corporation	ACCUMAG	USA	Registered	76281485	5-Jul-01	2751030	12-Aug-03
Chromaflo Technologies Corporation	ALDESOL	USA	Registered	78536999	22-Dec-04	3160390	17-Oct-06
Chromaflo Technologies Corporation	CHROMACURE	USA	Registered	77047473	20-Nov-06	3389495	Feb 26, 2008
Chromaflo Technologies Corporation	CHROMAFLO	USA	Registered	73632667	28-Nov-86	1451611	11-Aug-87
Chromaflo Technologies Corporation	COLORMATCH	USA	Registered	73632669	28-Nov-86	1451612	11-Aug-87
Chromaflo Technologies Corporation	INFRACOOOL	USA	Registered	77047472	20-Nov-06	3485557	12-Aug-08
Chromaflo Technologies Corporation	PLASTICOLOR S	USA	Registered	73652046	30-Mar-87	1488021	17-May-88
Chromaflo Technologies Corporation	PLASTICOLOR S & DESIGN	USA	Registered	73652045	30-Mar-87	1492773	21-Jun-88
Chromaflo Technologies Corporation	PLASTIGEL	USA	Registered	73632679	28-Nov-86	1449133	28-Jul-87
Chromaflo Technologies Corporation	PLASTISPERSE	USA	Registered	73632668	28-Nov-86	1453760	25-Aug-87
Chromaflo Technologies Corporation	PUR INTEGRA	USA	Pending	85529300	31-Jan-12		
Chromaflo Technologies Corporation	SOL-U-PAK	USA	Registered	73632670	28-Nov-86	1447021	Jul 14, 1987
Chromaflo Technologies Corporation	SPARTACRYL PM	USA	Registered	78536994	22-Dec-04	3038036	3-Jan-06
Chromaflo Technologies Corporation	SYNERMIX	USA	Registered	77024530	19-Oct-06	3376958	5-Feb-08

Grantor	Mark	Country	Status	Application Number	Date Filed	Registration Number	Registration Date
Chromaflo Technologies Corporation	UCD	USA	Registered	76180836	14-Dec-00	2509852	20-Nov-01
Chromaflo Technologies Corporation	UVSOLUTIONS	USA	Registered	78971178	11-Sep-06	3387179	19-Feb-08

Grantor	Mark	Country	Status	Application Number	Date Filed	Registration Number	Registration Date
Chromaflo Technologies Corporation	AMBIANCE	USA	Registered	77693425	18-Mar-2009	3765158	23-Mar-2010
Chromaflo Technologies Corporation	Box Design	USA	Registered	78350737	12-Jan-2004	2994431	13-Sep-2005
Chromaflo Technologies Corporation	CHROMA-CHEM (new Logo)	USA	Pending	85300265	20-Apr-2011		
Chromaflo Technologies Corporation	COLOR STYLIST	USA	Registered	76235146	04-Apr-2001	2740726	22-Jul-2003
Chromaflo Technologies Corporation	COLORTREND (Color Charts -- Serial No. 72386305)	USA	Renewed	72386305	15-Mar-1971	938124	18-Jul-1972
Chromaflo Technologies Corporation	COLORTREND (New Logo)	USA	Pending	85300075	20-Apr-2011		
Chromaflo Technologies Corporation	COLORTREND (Stylized - Serial No. 73328402)	USA	Renewed	73328402	17-Sep-1981	1209404	21-Sep-1982
Chromaflo Technologies Corporation	COLORTREND BOUTIQUE	USA	Registered	77236822	24-Jul-2007	3531938	11-Nov-2008
Chromaflo Technologies Corporation	COLORTREND INTERNATIONAL	USA	Registered	76265673	31-May-2001	2948554	10-May-2005
Chromaflo Technologies Corporation	COLORTREND SPECIFER	USA	Registered	76462175	28-Oct-2002	2962591	14-Jun-2005
Chromaflo Technologies Corporation	Geometric square design	USA	Registered	78350737	12-Jan-2004	2994431	13-Sep-2005
Chromaflo Technologies Corporation	PORTFOLIO OF COLOR	USA	Pending	85508154	04-Jan-2012		

Grantor	Mark	Country	Status	Application Number	Date Filed	Registration Number	Registration Date
Chromaflo Technologies Corporation	PROFESSIONAL CONTRACTOR	USA	Registered	76150347	19-Oct-2000	2857162	29-Jun-2004
Chromaflo Technologies Corporation	AQUA-CHEM	USA	Renewed	74092589	30-Aug-1990	1676474	25-Feb-1992
Chromaflo Technologies Corporation	AQUASPERSE	USA	Renewed	72390756	30-Apr-1971	965348	07-Aug-1973
Chromaflo Technologies Corporation	AQUATREND	USA	Renewed	74106080	15-Oct-1990	1679123	17-Mar-1992
Chromaflo Technologies Corporation	AQUATREND PLUS	USA	Registered	76172564	21-Nov-2000	2780021	04-Nov-2003
Chromaflo Technologies Corporation	CAL-TINT	USA	Renewed	72254408	13-Sep-1966	845692	12-Mar-1968
Chromaflo Technologies Corporation	CHROMA-CHEM ULTRA (design)	USA	Registered	76291124	25-Jan-2001	2665773	24-Dec-2004
Chromaflo Technologies Corporation	COLORTREND CUE	USA	Registered	76627689	11-Jan-2005	3034064	27-Dec-2005
Chromaflo Technologies Corporation	COLORTREND CUE	USA	Registered	76627688	11-Jan-2005	3034063	27-Dec-2005
Chromaflo Technologies Corporation	COLORTREND CUE & DEVICE	USA	Registered	76627688	11-Jan-2005	3034063	27-Dec-2005
Chromaflo Technologies Corporation	DURA-CHEM	USA	Registered	76585495	05-Apr-2004	3177438	28-Nov-2006
Chromaflo Technologies Corporation	Hex nut & color device	USA	Registered	76120706	31-Aug-2000	2498152	16-Oct-2001
Chromaflo Technologies Corporation	HYPERTINT	USA	Registered	76159504	03-Nov-2000	2825556	23-Mar-2004
Chromaflo Technologies Corporation	UNI-CAL	USA	Registered	76111834	15-Aug-2000	263661	15-Oct-2002
Chromaflo Technologies Corporation	U-T-C	USA	Registered	76/591441	10-May-2004		07-Jun-2005