

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Metrigraphics, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other limited liability company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 14, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MB Capital Fund III, LLC

Internal

Address: _____

Street Address: 500 Edgewater Drive, Suite 555

City: Wakefield

State: MA

Country: USA Zip: 01880

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other limited liability co Citizenship Massachusetts

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1102346

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Metrigraphics

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nancy Wiford

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3546

Fax Number: 800-914-4240

Email Address: nancy.wiford@wolterskluwer.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

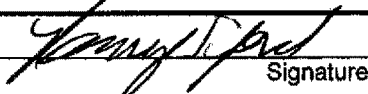
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

September 25, 2012

Date

Nancy Wiford

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 14, 2012, by Metrigraphics, LLC, a Delaware limited liability company the "Grantor"), in favor of MB Capital Fund III, LLC (the "Lender").

RECITALS

A. The Grantor has entered into that certain Note Purchase Agreement dated as of the date hereof (as such may amended, restated, supplemented and/or otherwise modified from time to time, the "Purchase Agreement") with the Lender, pursuant to which such Lender has agreed to make loans to the Grantor.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as such may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender and its successors and assigns, for its benefit, this Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender and its successors and assigns, for its and their benefit, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, service marks, service mark applications and service mark license, and all products, proceeds and goodwill thereof, to secure the payment of all amounts owing by the Grantor under the Purchase Agreement and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

As security for the Obligations of the Grantor to the Lender and pursuant to the Security Agreement, the Grantor does hereby grant to the Lender and its successor and assigns, for its and their benefit, a continuing security interest in all right, title and interest of the Grantor in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, service mark, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in Schedule 1 annexed hereto, together with any and all goodwill associated therewith;

(2) each trademark license and service mark license, including, without limitation, each trademark license and service mark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products, proceeds and goodwill of, or associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or service mark, including, without limitation, any trademark or service mark referred to in Schedule 1 annexed hereto, any trademark or service mark issued pursuant to a trademark application or a service mark application referred to in Schedule 1 and any trademark or service mark licensed under any trademark license or service mark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The security interest granted by this Agreement is in furtherance of (and not in limitation of), and in conjunction with, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Purchase Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement and the Purchase Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


[Remainder of page intentionally left blank.]

[Signature pages to follow.]

[Signature page to Trademark Security Agreement]

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

METRIGRAPHICS, LLC

By: 
James W. Eisenhaure, Chief Financial
Officer

Acknowledged:

MB CAPITAL FUND III, LLC

By: Massachusetts Business Development Corporation, its Manager

By: _____
Thomas F. Lee, Director of Private Equities

[Signature page to Trademark Security Agreement]

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

METRIGRAPHICS, LLC

By: _____
James W. Eisenhaure, Chief Financial
Officer

Acknowledged:

MB CAPITAL FUND III, LLC

By: Massachusetts Business Development Corporation, its Manager

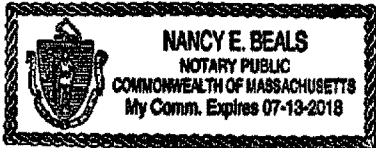
By:  _____
Thomas F. Lee, Director of Private Equities

[Notary Page to Trademark Security Agreement]

STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) ss

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 11th day of September 2012, personally appeared James W. Eisenhaure, who proved to me through satisfactory evidence of identification, being his driver's license (or other state or federal governmental document bearing a photographic image) to be the person whose name is signed on the attached document, and being by me duly sworn, deposes and says that he is the Chief Financial Officer of Metrigraphics, LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Managers, and said person acknowledged said instrument to be the free act and deed of said limited liability company for its stated purpose.

Nancy E Beals
Notary Public
My Commission Expires: 7/13/2018



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Registration Number	Date of Registration
Metrigraphics	1102346	9/12/1978

Error! Unknown document property name.