

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Color, Inc.		01/28/2013	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
Name:	Cambridge Trust Company		
Street Address:	1336 Massachusetts Avenue		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02138		
Entity Type:	COMPANY: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	4205714	ROSTER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	5085993010		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	5085993018		
Email:	keb@psh.com		
Correspondent Name:	Kerri E. Burke, Esq.		
Address Line 1:	1700 West Park Drive		
Address Line 2:	Suite 200		
Address Line 4:	Westborough, MASSACHUSETTS 01581		
ATTORNEY DOCKET NUMBER:	12022-2		
NAME OF SUBMITTER:	Kerri E. Burke		
Signature:	/keb/		

CH \$40.00 4205714

Date:

01/30/2013

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is made this 28<sup>th</sup> day of January, 2013, by COLOR, INC., a Massachusetts corporation (the "Borrower"), in favor of CAMBRIDGE TRUST COMPANY, a Massachusetts financial institution, with its principal office located in Cambridge, MA (the "Bank"), in the following circumstances:

A. The Bank has agreed to make (i) a line of credit loan to the Borrower in the maximum aggregate principal amount of \$4,000,000.00 (the "Line of Credit Loan") and (ii) a CAPEX line of credit loan to the Borrower in the maximum aggregate principal amount \$1,400,000.00 (the "CAPEX Loan", and together with the Line of Credit Loan, the "Loans"). The Loans shall be evidenced by (i) the Term Note dated the date hereof made by the Borrower in favor of Bank in the maximum aggregate principal amount of \$4,000,000.00 (the "Line of Credit Note"), and (ii) individual CAPEX term notes for each advance under the CAPEX Loan made by the Borrower in favor of Bank in the maximum aggregate amount of \$1,400,000.00 (the "CAPEX Notes") and the Loans shall be governed, in part, by the Credit Agreement dated the date herewith by and between the Borrower and Bank (the "Credit Agreement").

B. The Bank has agreed to make the Loans to the Borrower, on the condition that the Borrower enter into this Agreement to secure all of the obligations of the Borrower under the Line of Credit Note and the CAPEX Notes, the Credit Agreement, this Agreement and all other instruments by and between the Borrower and the Bank (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the Loans made by Bank to Borrower and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used in this Agreement, unless the context otherwise requires:

(a) "Collateral" - shall mean, collectively and individually -

(i) each of the Trademarks listed on Schedule A annexed hereto and made a part hereof and the goodwill of the business symbolized by each of those Trademarks;

(ii) each of the Licenses;

(iii) all accounts, contract rights and general intangibles of the Borrower arising under or relating to the Licenses, whether now existing or hereafter arising, including, without limitation, (1) all moneys due and to become due under any License, (2) any damages arising out of or for breach or default in respect of any such License, (3) all other amounts from time to time paid or payable under or in connection with any such License, and (4) the right of the Borrower to terminate any such License or to perform and to exercise all remedies thereunder;

(iv) any claims by the Borrower against third parties and all proceeds of suits for infringement of the Trademarks, and the right to sue for past, present and future infringements and all rights corresponding thereto in the United States; and

(v) as to all of the foregoing (i) through (iv) inclusive, any and all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor, and all related books, records, journals, computer printouts and data, of any Borrower.

(b) "Licenses" - shall mean, collectively and individually, any and all Trademark license agreements granted by the Borrower to third parties, whether now existing or hereafter arising, as any of same may from time to time be amended or supplemented, including, but not limited to, the license agreements listed on Schedule B annexed hereto and made a part hereof.

(c) "Trademarks" - shall mean, collectively and individually, all:

(i) trademarks, trade names, trade dress, service marks, prints and labels on which said trademarks, trade names, trade dress and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all applications thereof filed under Section 1(a) of the Lanham Act (15 U.S.C.A. 1051(a)), and all registrations and records of any of the foregoing, including, without limitation, registrations and records in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Borrower, including, but not limited to, those registrations and applications listed on Schedule A annexed hereto and made a part hereof; and

(ii) trademarks, trade names, trade dress and service marks, whether now or hereafter owned by the Borrower which has not or is not required to be registered or recorded in any jurisdiction; and

(iii) reissues, extensions or renewals thereof and all licenses thereof (including, without limitation, all license agreements).

2. Grant of Security Interest. In order to secure the complete and timely satisfaction of the Obligations, the Borrower represents that, except as set forth on Schedule A, it now possesses the sole and complete ownership rights to the business assets to be covered by this Agreement, that it has the right and power to pledge and mortgage the Collateral and to grant the security interest in the Collateral herein granted, and that it has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of its rights in said business assets to any party other than the Bank, and the Borrower hereby pledges, mortgages, and grants a first priority security interest to Bank in and to the Collateral, subject only to those liens permitted by the Credit Agreement, if any.

3. No Liens, etc. The Borrower agrees that it will not, without the prior written consent of Bank, assign or transfer, pledge, mortgage, license (other than those licenses listed in Schedule B or granted by the Borrower in the ordinary course of the Borrowers' business) or allow a security interest or lien to be taken by anyone other than the Bank in the Collateral or take any other acts which are contrary to or inconsistent with the rights granted to the Bank in this Agreement and will not cease use of the Trademark or take any action or fail to take any

action which will result in the cancellation or expiration of any of the Collateral without the prior written agreement of the Bank to the extent such Collateral is material to the operation of the Borrowers' business.

4. Borrower's Obligation to Maintain and Enforce. The Borrower further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by Bank:

(i) To take all actions necessary to properly maintain and renew all registrations or Collateral which are or may become subject to this Agreement for the full term or terms allowed by law, including but not limited to, the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said registrations which may be necessary or appropriate under applicable law, to the extent such Collateral is material to the operation of the Borrowers' business.

(ii) To file new applications to register and protect under applicable law all trademarks acquired by the Borrower but for which applications have not previously been filed or to take all other actions necessary to cause registrations for trademarks to be issued as a result of said applications.

(iii) To protect the Collateral from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement, unfair competition or damage including the defense of any legal action making such claims to the extent appropriate in the exercise of the Borrowers' reasonable business judgment.

5. After Acquired Property. If the Borrower shall obtain rights to or become entitled to the benefit of any new trademarks, registered trademarks or trademark applications before its obligations to Bank as set forth in this Agreement have been satisfied in full, the provisions of this Agreement shall automatically apply thereto and the Borrower hereby authorizes the Bank to modify or update this Agreement accordingly.

6. Events of Default. The occurrence and continuance of any one or more of the following events shall constitute an "Event of Default" or "Events of Default" hereunder:

(i) Occurrence of an Event of Default, as therein defined, under the Credit Agreement; or

(ii) Default in the observance or performance of any covenant or agreement of the Borrower set forth herein, which default continues for fifteen (15) days after written notice from Bank to the Borrower.

7. Acceleration. Upon the occurrence and during the continuance of any Event of Default, then and in any such event, at the sole option of the Bank, then or at any time thereafter, the Bank may declare all or any part of the Obligations to be due and payable, without notice, protest, presentment or demand, all of which are hereby expressly waived by the Borrower.

8. Rights and Remedies. Bank shall have all of the rights and remedies enumerated herein after the occurrence of any Event of Default and so long as such Event of Default shall continue uncured:

(a) Bank, and any officer or agent of Bank, is hereby constituted and appointed as true and lawful attorney-in-fact of the Borrower with power to execute and deliver any assignment or transfer of any Trademark, any instrument or document relating thereto or to rights of the Borrower therein, or take any other action as Bank may deem necessary to protect its rights hereunder or preserve or protect its interest in the Collateral; granting to the Bank, as the attorney-in-fact of the Borrower, full power of substitution and full power to do any and all things necessary to be done with respect to such Collateral as fully and effectually as the Borrower might or could do but for this appointment, and hereby ratifying all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof, including, but not limited to, the following:

(i) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement or the Credit Agreement and to pay all or any part of the premiums therefor and the costs thereof;

(ii) to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any Licenses and, in the name of the Borrower or in its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Bank for the purpose of collecting any and all such moneys due under any License whatsoever;

(iii) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to the Bank or as Bank shall direct;

(iv) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral;

(v) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;

(vi) to defend any suit, action or proceeding brought against the Borrower with respect to any Collateral;

(vii) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Bank may deem appropriate; and

(viii) generally, to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Bank

were the absolute owner thereof for all purposes, and to do, at Bank's option, all acts and things which Bank deems necessary to protect, preserve or realize upon the Collateral and Bank's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Borrower might do.

(b) Neither Bank nor its agents shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law in its capacity as such attorney-in-fact. This power of attorney is coupled with an interest and shall be irrevocable so long as any Obligations shall remain outstanding.

(c) Bank shall have, in addition to any other rights and remedies contained in this Agreement, the Credit Agreement, the Notes, the Security Agreement, and any other agreements, guaranties, notes, instruments and documents heretofore, now or at any time or times hereafter executed by the Borrower and delivered to the Bank, all of the rights and remedies of a secured party under the UCC, as defined in the Credit Agreement, all of which rights and remedies shall be cumulative, and none exclusive, to the extent permitted by law.

9. Absence of Waiver. The failure of the Bank at any time or times hereafter to require strict performance by the Borrower of any of the provisions, warranties, terms and conditions contained in this Agreement or in any other agreement, guaranty, note, instrument or document now or at any time or times hereafter executed by the Borrower and delivered to the Bank shall not waive, affect or diminish any right of the Bank at any time or times hereafter to demand strict performance thereof; and no rights of the Bank hereunder shall be deemed to have been waived by any act or knowledge of Bank, its agents, officers or employees, unless such waiver is contained in an instrument in writing signed by an officer of the Bank and directed to the Borrower specifying such waiver. No waiver by the Bank of any of its rights shall operate as a waiver of any other of its rights or any of its rights on a future occasion.

10. Responsibility and Liability. The Borrower assumes all responsibility and liability arising from the use of the Trademarks and Licenses, and hereby indemnifies and holds harmless the Bank and any financial institutions which are or which become Banks under the Credit Agreement, and each director, officer, employee, affiliate and agent thereof (collectively, the "Indemnified Parties"), from and against any claim, suit, loss, damage or expense (including attorney's fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Borrower in connection with any of the Trademarks or otherwise arising out of the Borrowers' operation of their business or from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, the Borrower will indemnify and keep the Indemnified Parties harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach by the Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Borrower, and all such obligations of the Borrower shall be and remain enforceable against and only against the Borrower and shall not be enforceable against any of the Indemnified Parties.

11. Notices. Except as otherwise specified herein or by notice, all notices, communications and demands hereunder shall be in writing and sent by certified or registered mail, return receipt requested, or by overnight delivery service, with all charges prepaid, to the applicable party or parties at the addresses set forth below, or by facsimile transmission (including, without limitation, computer generated facsimile), promptly confirmed in writing sent by first class mail, to the facsimile numbers and addresses set forth below:

if to Borrower, to:                   Color, Inc.  
47 October Hill Road, Suite 100  
Holliston, MA 01746  
Attention: Al Shameklis, President & COO

with copy to:

if to Bank, to:                       Cambridge Trust Company  
1336 Massachusetts Avenue  
Cambridge, MA 02138  
Attention: Andrew J. Mahoney, Jr., Vice President

with copy to:                       Christopher J. Currier, Esquire  
Partridge Snow & Hahn LLP  
1700 West Park Drive, Suite 200  
Westborough, MA 01581

or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties given in accordance with this Section at least ten (10) days in advance thereof. All such notices and correspondence shall be deemed given upon the earliest to occur of (i) actual receipt, (ii) if sent by certified or registered mail, three (3) business days after being postmarked, (iii) if sent by overnight delivery service, when received or when delivery is refused, or (iv) if sent by facsimile, when receipt of such transmission is acknowledged.

**12. Merger of Understandings. This Agreement contains the entire understanding between the parties hereto with respect to the Collateral and such understanding shall not be modified except in writing signed by or on behalf of the parties hereto; PROVIDED, HOWEVER, that the Borrower and the Bank acknowledge and agree that they have entered into a Security Agreement dated of even date herewith pursuant to which each the Borrower has granted to Bank a first priority security interest in all tangible and intangible assets owned by the Borrower (the "Security Agreement"), and this Agreement is intended by the Borrower and the Bank to supplement the Security Agreement and is not intended as a substitute therefor.**

13. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Bank and the Borrower, provided, however, the Borrower may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Bank.



14. Interpretation. This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the Commonwealth of Massachusetts, except with respect to the perfection of the security interests granted herein, and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said State, without resort to its conflict of laws rules. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. The section and paragraph headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

15. Fees and Expenses. If prior hereto and/or at any time or times hereafter Bank shall employ counsel in connection with the execution and consummation of the transactions contemplated by this Agreement or to commence, defend or intervene, file a petition, complaint, answer, motion or other pleadings, or to take any other action in or with respect to any suit or proceeding (bankruptcy or otherwise) relating to this Agreement, the Collateral or any other agreement, guaranty, note, instrument or document heretofore, now or at any time or times hereafter executed by the Borrower and delivered to the Bank, or to protect, collect, lease, sell, take possession of or liquidate any of the Collateral, or to attempt to enforce any security interest in any of the Collateral, or to enforce any rights of Bank hereunder, whether before or after the occurrence of any Event of Default, or to collect any of the Obligations, then in any of such events, all of the reasonable attorneys' fees arising from such services, and any expenses, costs and charge relating thereto, shall be part of the Obligations, payable on demand and secured by the Collateral.

16. Severability. The terms of this Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

17. Further Action. The Borrower agrees to execute any other documents and take any further action upon the request of the Bank as may be deemed necessary to effectuate the terms of this Agreement.

18. Jurisdiction; Waiver of Jury Trial. IN THE EVENT THAT BANK BRINGS ANY ACTION OR PROCEEDING IN CONNECTION HERewith IN ANY COURT OF RECORD OF THE COMMONWEALTH OF MASSACHUSETTS, OR IN ANY UNITED STATES COURT OF RECORD, THE BORROWER HEREBY IRREVOCABLY CONSENTS TO AND CONFERS PERSONAL JURISDICTION OF SUCH COURT OVER THE BORROWER BY SUCH COURT. IN ANY SUCH ACTION OR PROCEEDING, THE BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS AND AGREES THAT SERVICE THEREOF MAY BE MADE UPON THE BORROWER BY MAILING A COPY OF SUCH SUMMONS, COMPLAINT OR OTHER PROCESS BY UNITED STATES CERTIFIED MAIL TO THE BORROWER AT ITS ADDRESS PROVIDED IN SECTION 12 HEREOF. THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION HERewith, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

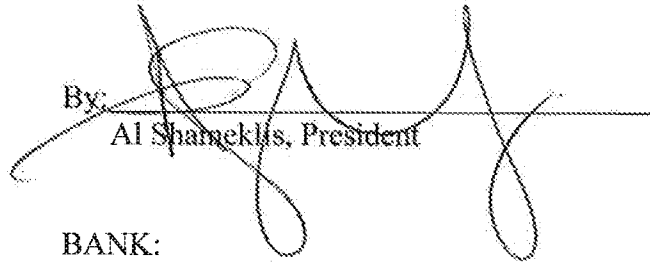
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the date first above written.

Witnessed by:

BORROWER:

COLOR, INC.

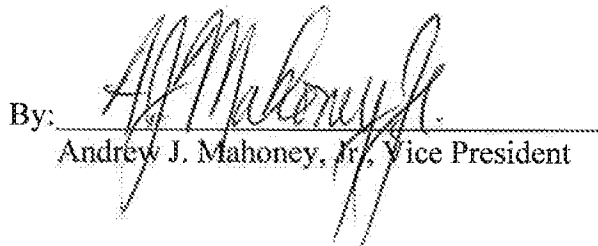


By:   
Al Shameklis, President

BANK:

CAMBRIDGE TRUST COMPANY



By:   
Andrew J. Mahoney, Jr., Vice President

SCHEDULE A

Registration No.

Mark

Registration Date

4205714

ROSTER

September 11, 2012

**SCHEDULE B**

Licenses

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