

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
International Imaging Materials, Inc.		04/26/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza, MD 10908F		
Internal Address:	Attention: Structured Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2946049	SURE SCAN	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Christopher M. Ott, Esq.		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-888/1707/TMSECAGMT		
NAME OF SUBMITTER:	Christopher M. Ott		
Signature:	/christopher m ott/		

CH \$40.00 2946049

Date:

06/06/2013

**Total Attachments: 5**

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**FIRST AMENDMENT  
TO  
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of April 26, 2013 (the "Effective Date"), by and between **INTERNATIONAL IMAGING MATERIALS, INC.**, a Delaware corporation, successor by merger to IIMAK Holding Corporation, a Delaware corporation ("Debtor"), whose principal place of business and mailing address is 310 Commerce Drive, Amherst, New York 14228 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

**Preliminary Statements**

A. Debtor and Lender are parties to that certain Credit Agreement dated as of June 1, 2012 (the "Existing Credit Agreement"). In connection with the Existing Credit Agreement, Debtor and Lender entered into a Trademark Security Agreement dated as of June 1, 2012 (the "Trademark Security Agreement").

B. Debtor and Lender have decided to amend the Existing Credit Agreement by entering into that certain First Amendment to Credit Agreement dated as of even date herewith (the "First Amendment"; the Existing Credit Agreement, as amended by the First Amendment, collectively, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. It is a condition precedent to the effectiveness of the First Amendment that Debtor amends the Trademark Security Agreement.

D. Now, in order to satisfy the condition precedent set forth in the First Amendment, Debtor and Secured Party hereby amend the Trademark Security Agreement all on the terms and subject to the conditions of this Amendment.

**Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

**1. Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a

part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

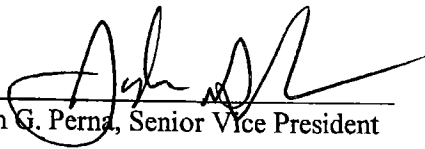
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

**INTERNATIONAL IMAGING MATERIALS,  
INC.**

By:   
Joseph G. Perna, Senior Vice President

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
John J. Robinson, Jr., Vice President

SIGNATURE PAGE TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

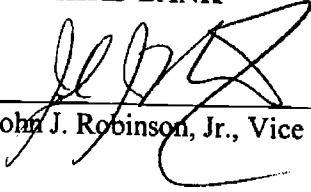
**TRADEMARK**  
**REEL: 005045 FRAME: 0106**

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

**INTERNATIONAL IMAGING MATERIALS,  
INC.**

By: \_\_\_\_\_  
Joseph G. Perna, Senior Vice President

**FIFTH THIRD BANK**

By:  \_\_\_\_\_  
John J. Robinson, Jr., Vice President

SIGNATURE PAGE TO  
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**TRADEMARK**  
**REEL: 005045 FRAME: 0107**

**SUPPLEMENT TO SCHEDULE I**

**TRADEMARKS**

**Registered Trademark(s):**

<u>Mark</u>	<u>Filing date</u>	<u>Serial No.</u>	<u>Reg. date</u>	<u>Reg. No.</u>
SURE SCAN	1/8/2004	78349198	5/3/2005	2,946,049

For purposes of information only – unregistered trademarks: all common law rights and goodwill associated with the unregistered marks SURE CODE and SURE MARK.

**License(s):**

Pursuant to the PIN Contract, Graphic Controls had (and after the closing of the Graphic Controls Acquisition the Borrower will have) the right to sell certain products under PIN's trademark to the equity members of PIN.