

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 (f/k/a Plasticolors, Inc.)		07/12/2013	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: 8			
Property Type	Number	Word Mark	
Serial Number:	85669542	CHROMAFLO TECHNOLOGIES	
Serial Number:	85917068	UVSOLUTIONS	
Serial Number:	85765665	CHROMA-CHEM	
Serial Number:	85765652	COLORTREND	
Serial Number:	85542972	808	
Serial Number:	85541122	844	
Serial Number:	85533415	897	
Serial Number:	85533367	846	
CORRESPONDENCE DATA			
Fax Number:	3128637267		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7267		
Email:	jaclyn.pallagi@goldbergekohn.com		

OP \$215.00 85669542

Correspondent Name: Jaclyn Pallagi, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd. 55 E Monroe St
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.242
NAME OF SUBMITTER:	Jaclyn Pallagi
Signature:	/jaclyn pallagi/
Date:	07/12/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2013, by CHROMAFLO TECHNOLOGIES CORPORATION, an Ohio corporation ("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 Amended and Restated Credit Agreement dated as of even date herewith by and among Chromaflo Technologies Corporation (f/k/a Plasticolors, Inc.), an Ohio corporation, as survivor by merger with Plasticolors Acquisition Corporation, an Ohio corporation ("US Borrower"), Chromaflo Technologies B.V, a private limited liability company incorporated under the laws of The Netherlands, as survivor by merger with Chromaflo Acquisition Netherlands B.V ("Dutch Borrower"), Chromaflo Acquisition Australia Pty Ltd ACN 157 966 900 ("Australian Holdco Borrower"), Chromaflo Technologies Australia Pty Ltd (formally known as Colortrend Australia Pty Ltd) ACN 079 823 313, ("Australian Opco Borrower"; together with Australian Holdco Borrower, the "Australian Borrowers" and each an "Australian Borrower"; together with Dutch Borrower, the "Foreign Borrowers" and each a "Foreign Borrower"; together with 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 Grantor 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 April 30, 2012 (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, 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, 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. 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 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.

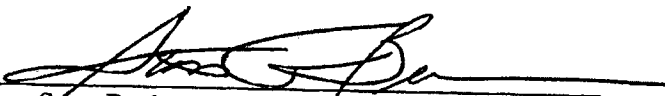
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights 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.

4. CHOICE OF LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[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
(f/k/a Plasticolors, Inc.)

By: 
Name: Scott Becker
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent



By: _____ Hugh Wade
Name: _____ Chief Administrative Officer
Title: _____ Senior Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Grantor	Mark	Country	Status	Application Number	Date Filed	Registration Number	Registration Date
Chromaflo Technologies Corporation	CHROMAFLO TECHNOLOGIES	USA	Pending Application	85669542	05-Jul-12	N/A	N/A
Chromaflo Technologies Corporation	UVSOLUTIONS	USA	Pending Application	85917068	29-Apr-13	N/A	N/A
Chromaflo Technologies Corporation	CHROMA-CHEM	USA	Pending Application	85765665	29-Oct-12	N/A	N/A
Chromaflo Technologies Corporation	COLORTREND	USA	Pending Application	85765652	29-Oct-12	N/A	N/A
Chromaflo Technologies Corporation	808	USA	Registered	85542972	N/A	4198518	28-Aug-12
Chromaflo Technologies Corporation	844	USA	Registered	85541122	N/A	4198514	28-Aug-12
Chromaflo Technologies Corporation	897	USA	Registered	85533415	N/A	4198493	28-Aug-12
Chromaflo Technologies Corporation	846	USA	Registered	85533367	N/A	4198492	28-Aug-12