

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPS Color Group OY		01/31/2014	LIMITED LIABILITY COMPANY: FINLAND
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as collateral agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4056935	INNOVATINT	
Registration Number:	2943296	CPSCOLOR	
Registration Number:	1878389	TEMACOLOR	
Serial Number:	85501782	MONICOLOR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		

OP \$115.00 4056935

Signature:	/Marina Kelly, Thomson Reuters/
Date:	01/31/2014
Total Attachments: 6 source=Executed - CPS Color Oy Group First Lien Trademark Security#page1.tif source=Executed - CPS Color Oy Group First Lien Trademark Security#page2.tif source=Executed - CPS Color Oy Group First Lien Trademark Security#page3.tif source=Executed - CPS Color Oy Group First Lien Trademark Security#page4.tif source=Executed - CPS Color Oy Group First Lien Trademark Security#page5.tif source=Executed - CPS Color Oy Group First Lien Trademark Security#page6.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of January 31, 2014 (this “Trade-mark Security Agreement”), by CPS COLOR GROUP OY, a limited liability company organized under the laws of Finland (the “Pledgor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) pursuant to the First Lien Credit Agreement (the “Credit Agreement”), dated as of the date hereof, by and among CHROMAFLO TECHNOLOGIES PARENT LP, CHROMAFLO ACQUISITION COMPANY LP (the “Parent”), CHROMAFLO TECHNOLOGIES CORPORATION, CHROMAFLO TECHNOLOGIES FINANCE B.V., the subsidiaries of Parent party thereto, the lenders from time to time party thereto and DEUTSCHE BANK AG NEW YORK BRANCH, as Swingline Lender, Collateral Agent and Administrative Agent thereunder (the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien/Second Lien Floating Charge Pledge Agreement dated as of December 2, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Finnish Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Finnish Security Agreement and used herein have the meaning given to them in the Finnish Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto, excluding in each case any “intent to use” applications filed with the United States Patent and Trademark Office prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith;
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Finnish Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Finnish Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Finnish Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Finnish Security Agreement,

the provisions of the Finnish Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Finnish Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party here-to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Authorization. The Pledgor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Pledged Collateral or any part thereof and amendments or continuations thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment. The Collateral Agent is further authorized to file with the United States Patent and Trademark Office (and any successor office) this Patent Security Agreement or such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing, protecting or providing notices of the security interest granted hereunder by the Pledgor and naming the Pledgor as debtor and the Agent as secured party.

[signature page follows]

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

Very truly yours,

CPS COLOR GROUP OY,
as Pledgor

By:



Name: Scott Becker

Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

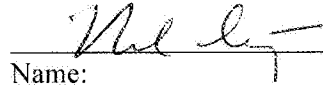
Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____


Name: Marcus M. Tarkington
Title: Director

By: _____


Name: _____
Title: **Michael Getz**
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Grantor	Title	Country	Status	Application Number	Date Filed	Registration Number	Registration Date
CPS Color Group Oy	MONICOLOR	US	Pending	85501782	12/22/11	N/A	N/A
CPS Color Group Oy	NOVAPINT	International – Madrid	Registered	79110558	3/6/12	4311060	4/2/13
CPS Color Group Oy	CPSCOLOR	International – Madrid	Registered	79011951	11/25/04	3114479	7/11/06
CPS Color Group Oy	SOLVASPERSE	International – Madrid	Registered	79103332	8/30/11	4169826	7/10/12
CPS Color Group Oy	INNOVANT	US	Registered	77928771	2/5/10	4056935	11/15/11
CPS Color Group Oy	CPSCOLOR	US	Registered	76196521	1/18/01	2943296	4/26/05
CPS Color Group Oy	TEMACOLOR	US	Registered	74441966	9/29/93	1878389	2/14/95