

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Imaging Materials, Inc.		01/14/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
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

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
Registration Number:	3166339	CLEAN START
Registration Number:	2946049	SURE SCAN
Registration Number:	3002786	CLEAN START
Registration Number:	4031978	METALLOGRAPH
Registration Number:	3816461	METALLOGRAPH
Registration Number:	3007675	DECOTHERM
Registration Number:	2891722	DECOTHERM
Registration Number:	2850263	
Registration Number:	2952372	DURACOAT UV-GUARD
Registration Number:	2183944	IIMAK
Registration Number:	2061803	DURACOAT
Serial Number:	85031475	IINFINITY

CH \$315.00 3166339

Fax Number: 2025339099

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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: Tanya Marie Curcio

Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	005252-888/1707/IIMAK
NAME OF SUBMITTER:	Julie S. Piantanida
Signature:	/julie piantanida/
Date:	02/05/2014

Total Attachments: 14

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, this "Agreement"), dated as of January 14, 2014 (the "Effective Date"), is entered into by and between **INTERNATIONAL IMAGING MATERIALS, INC.**, a Delaware corporation ("Debtor"), whose principal place of business and mailing address 310 Commerce Drive, Amherst, New York 14228, and **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors ("Agent"). Debtor hereby grants to Agent a continuing security interest in and to, and a Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Agent hereby further agree as follows:

1. OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Amended and Restated Credit Agreement of even date herewith among Debtor, Agent, the LC Issuer and the Lenders from time to time party thereto (as may hereafter be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the "Credit Agreement").

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (collectively, the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a "Trademark," and collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark registrations and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses By Debtor (as defined in Section 4) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's Business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, (1) nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any "intent-to-use" filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement and (2) the Trademark Collateral shall not include license or any contractual agreement (each, an "Excluded Trademark").

Agreement”) entered into by Debtor (A) that prohibits or requires the consent of any Person other than Debtor and its Affiliates as a condition to the creation by Debtor of a Lien on any right, title or interest in such license or contractual agreement or (B) to the extent that any law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (A) and (B), to the extent such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity) (the “General Restriction Exclusions”); *provided*; that, in the case of clause (2), immediately and automatically upon the ineffectiveness, inapplicability, lapse or termination of any such restriction (each, a “Restriction” and collectively, the “Restrictions”), Collateral shall include, and Debtor shall be automatically deemed to have granted a security interest in and Lien on, all such assets, rights, property and interests, as the case may be, as if such provision had never been in effect; and *provided, further*, that (A) notwithstanding any such Restriction, Collateral shall, to the extent such Restriction does not by its terms apply expressly thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with such rights and interests and (B) without limiting the generality of the Excluded Trademark Agreement on General Restriction Exclusions or the foregoing clause (A).

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

4. LICENSES: Except for non-exclusive licenses attendant to products and services provided by Debtor in the ordinary course of Business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License By Debtor”) included in the Trademark Collateral without the prior written consent of Agent (such consent not to be unreasonably withheld or delayed), and each such Trademark License By Debtor so granted shall be subject to the terms and conditions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce the Secured Creditors to enter into the Credit Agreement and make, and continue to make, Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents and warrants to Agent and the other Secured Creditors that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true in all material respects, except that in the case of a representation and warranty which is given as of

specified earlier date or for a specified earlier period, such representation and warranty shall be true in all material respects as of such earlier date or for such earlier period:

(a) Except for the security interest hereby granted, granted by the Security Agreement (as defined below) or as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner or licensee of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) As of the Effective Date, set forth on Schedule I is a complete and accurate list of all United States federally registered Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country) and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each application for any Trademark is valid, registered or registrable and enforceable. To the Knowledge of Debtor, there have been no prior uses of any item of the Trademark Collateral which would reasonably be expected to lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the Business connected with such item;

(d) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4;

(e) Reasonable and proper statutory notice has been used in all respects in connection with the use of each registered trademark and service mark;

(f) Except as may be set forth on Schedule I, as of the date of this Agreement, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights, and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights;

(g) Except for the filing of financing statements (or similar filings) and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Agent of its rights or remedies hereunder; and

(h) Except as set forth on Schedule I, to the Knowledge of the Officers, there are no Restrictions which are not terminated or rendered unenforceable or otherwise deemed ineffective by the General Restriction Exclusions affecting Debtor or any of the Trademark Collateral as of the Effective Date.

6. DEBTOR'S RESPONSIBILITIES: Until the Termination of this Agreement in accordance with Section 9(i) of this Agreement:

(a) Debtor will furnish to Agent upon Agent's reasonable request, no more frequently than once per Fiscal Quarter so long as no Event of Default has occurred and is continuing, a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Agent may request, all in reasonable detail, and execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Agent shall reasonably require for the purpose of confirming and perfecting Agent's security interest in and Lien on any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any Trademark License Rights or Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country), which is not now identified in Schedule I, (i) Debtor will give 10 Business Days written notice to Agent, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Excluded Trademark Agreements and Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Excluded Trademark Agreements and Intent to Use Applications), together with the goodwill of the Business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Agent to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. To the extent necessary to the conduct of its Business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless Debtor has determined in its reasonable discretion that it is in Debtor's best interest to abandon such pending application, registration or Trademark and no Event of Default has occurred and is continuing;

(d) Debtor will notify Agent promptly in writing (i) of any information which Debtor has received or is otherwise known to Debtor, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of any Secured Creditor with respect thereto; (ii) subject to Section 6(c)(ii) above, when any item of the Trademark Collateral may become abandoned or dedicated; (iii) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (iv) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights, unless Debtor has determined in its reasonable discretion that it is in Debtor's best interest to abandon such item and no Event of Default has occurred and is continuing;

(e) To the extent Debtor has Knowledge thereof, Debtor will promptly notify Agent if any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or any Permitted Liens otherwise expressly permitted by the Credit Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to materially impair the value of the interests or rights of Debtor or any Secured Creditor in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its Business, except where the failure to do so would not reasonably be expected to materially impair the value of the interests or rights of Debtor or the Secured Creditors (or any one of them) in, to or under such Trademark; and

(h) Debtor will pay all reasonable expenses, including reasonable attorneys' fees of the Secured Creditors incurred by Secured Creditors in the exercise (including enforcement) of any of Agent's rights or remedies under this Agreement or applicable law; and Debtor agrees that such expenses and fees, in each instance, shall constitute part of the Obligations and be secured by the Trademark Collateral and all other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes, and appoints Agent (with full power of substitution) its true and lawful attorney in fact: (a) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Agent's reasonable written request therefor, and/or file financing statements (or similar filings) reflecting Agent's security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or

otherwise protect or maintain the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Agent with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the maintenance, protection, and collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee), or (iii) otherwise to enforce the rights of the Secured Creditors with respect to any of the Trademark Collateral.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Agent may, at Agent's option and without further notice to Debtor, resort to the rights and remedies available at law, in equity and under this Agreement and the other Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make the documents available to Agent at a place to be reasonably designated by Agent; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of the Secured Creditors under or in connection with the Trademark Licenses By Debtor or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale after Payment in Full of the Obligations, only when they are actually received by Agent. Any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral (A) the goodwill of the Business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Agent or its designee Debtor's customer lists and other records relating to such Trademark Collateral. Further, if an Event of Default occurs and is continuing, then Agent may, at Agent's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Agent to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Agent or any other Secured Creditor to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no

waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Agent shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Agent or any other Secured Creditor to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Any Secured Creditor's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Agent shall inure to the benefit of its, and each of the other Secured Creditor's, successors, permitted assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to conflicts of law principles) except to the extent of the application of other laws of mandatory application.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Agent to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Agent at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements (or similar filings) and amendments thereto that: (i) indicate the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement (or similar filing) or amendment, including whether Debtor is an

organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements (or similar filings), continuation statements or other such documents as have been filed naming Debtor as debtor and Agent as secured party. Agent is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, upon the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Agent in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements, amendments and other modifications thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, “hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Agent’s Lien on, the “Collateral” as defined in the Amended and Restated Security Agreement between Debtor and Agent dated as of the Effective Date (the “Security Agreement”) or Agent’s rights or remedies respecting the “Collateral.” Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Agent under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Agent.

(g) AGENT, THE OTHER SECURED CREDITORS AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Agent does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Agent’s good faith judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Agent’s judgment exercised in good faith, providing the Secured Creditors with the greater rights, remedies, powers, privileges, or benefits will control.

(i) This Agreement will terminate (“Termination”) upon the Payment in Full of the Obligations. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Agent, and Agent shall promptly execute and deliver to Debtor proper documentation acknowledging such release at the expense of and reasonably acceptable to Debtor, and shall duly assign and deliver to Debtor such of the Trademark Collateral as has been released and is in the possession of Agent, pursuant to one or

more instruments of re-conveyance prepared by Agent, and shall deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

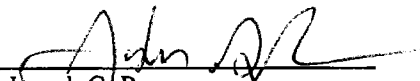
(j) As between Debtor and Agent, Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority to so act or refrain from acting.

(k) Prior to the Effective Date, Debtor and Existing Lender entered into that certain Trademark Security Agreement dated as of June 1, 2012 (as heretofore amended, the "Existing Trademark Security Agreement"). On and after the Effective Date, the Existing Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement, and this Agreement and the other Loan Documents to which Debtor is a party will govern the present relationship among Debtor and the Secured Creditors with respect to the subject matter hereof. Debtor hereby further ratifies and reaffirms any and all grants of Liens by it to Agent (as assignee of the Existing Lender and for the benefit of the Secured Creditors) on the Trademark Collateral as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens by it to Agent on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral. References in any of the Loan Documents to the Existing Trademark Security Agreement shall, on and after the Effective Date, be deemed to be references to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**INTERNATIONAL IMAGING MATERIALS,
INC.**

By: 
Name Joseph G. Perna
Its: Senior Vice President

FIFTH THIRD BANK, as Agent


By: _____
Name John J. Robinson, Jr.
Its: Vice President

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**INTERNATIONAL IMAGING MATERIALS,
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By: _____
Name Joseph G. Perna
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FIFTH THIRD BANK, as Agent

By:  _____
Name John J. Robinson, Jr.
Its: Vice President

SIGNATURE PAGE TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005209 FRAME: 0600

SCHEDULE I

TRADEMARKS AND LICENSES

U.S. Federally-Registered Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
IINFINITY	85/031475	05/06/10		
CLEAN START and Design	78/548969	01/18/05	3166339	10/31/2006
SURE SCAN	78/349198	01/08/04	2946049	05/03/05
CLEAN START	78/348620	01/07/04	3002786	09/27/05
METALLOGRAPH	77/618257	11/20/08	4031978	09/27/11
METALLOGRAPH	77/737801	05/15/09	3816461	07/13/10
DECOTHERM	76/552361	09/26/03	3007675	10/18/05
DECOTHERM	76/484404	10/18/05	2891722	10/05/04
Miscellaneous Design	76/465801	11/08/02	2850263	06/08/04
DURACOAT UV-GUARD	76/435201	07/29/02	2952372	05/17/05
IIMAK	75/326397	07/15/97	2183944	08/25/98
DURACOAT	74/558142	08/08/94	2061803	05/13/97

Non U.S. Registered Trademarks

Mark	Country	Serial /App. No.	Reg. No.	Reg. Date	Liens
CLEAN START	Argentina	2.570.001	2.102.459	8/2/2006	None
CLEAN START and Design	Argentina	2.570.002	2.102.461	8/2/2006	None
CLEAN START	Brazil	826985335	826985335	10/26/2007	None
CLEAN START and Design	Brazil	827120737	827120737	10/16/2007	None
IIMAK	Brazil	819326151	819326151	5/9/2000	None
IINFINITY	Brazil	1050 901 225 2002	PET020100103854 or 830834168	Filed 11/5/2010	None
CLEAN START	Canada	1,240,097	TMA653168	11/22/2005	None
CLEAN START and Design	Canada	1,243,803	TMA656,904	1/19/2006	None
IIMAK	Canada	531105	TMA322637	1/9/1997	None
FLEX WAX	Chile	Filed 3/19/1999	443845		None
FLEX WAX	Chile	Filed 3/19/1999	443846		None
CLEAN START and Design	China	5032676	5032676	4/21/2009	None
IIMAK	China	5032623	5032623	5/21/2009	None
IIMAK and Design	China	5032624	5032624	5/7/2009	None

Mark	Country	Serial /App. No.	Reg. No.	Reg. Date	Liens
CLEAN START	EU (CTM)	4180469	4180469	2/9/2004	None
CLEAN START and Design	EU (CTM)	4236782	4236782	4/13/2006	None
IIMAK	EU (CTM)	591479	591479	5/6/1999	None
METALLOGRAPH	International Registration Extensions of Protection: S. Korea	1002961	1002961	5/19/2009	None
CLEAN START and Design	International Registration Extensions of Protection: Australia; China; Japan; S. Korea; Singapore	857866	857866	3/24/2005	None
DECOTHERM	International Registration Extensions of Protection: Australia; China; EU; S. Korea; Japan, Singapore	918313	918313	12/13/2006	None
IINFINITY	International Registration Extensions of Protection: Australia; Benelux; Germany; France; UK	1066350	1066350	10/20/2010	None
CLEAN START	Mexico	692867	874319	3/30/2005	None
CLEAN START and Design	Mexico	697,387	874410	3/30/2005	None
IIMAK	Mexico	276306	535330	10/30/1996	None
CLEAN START	Paraguay	501728	285568	12/27/2005	None
CLEAN START and Design	Paraguay	501727	727284845	12/6/2005	None
CLEAN START and Design	South Africa	2005/06412		4/04/2005	None

Mark	Country	Serial /App. No.	Reg. No.	Reg. Date	Liens
CLEAN START	Uruguay	360.139 & 360.138	360.139 & 360.138	9/8/2005	None
CLEAN START and Design	Uruguay	360.139	360.139	9/8/2005	None

Common-law Trade Names and Trademarks

- IIMAK
- SURE CODE
- SURE MARK

Trademark Licenses

Pursuant to the PIN Contract, the right to sell certain products under PIN's trademark to the equity members of PIN.

Restrictions

None.