

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chroma Corporation		11/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crystal Lake Bank & Trust Company, N.A.		
Street Address:	70 N. Williams Street		
City:	Crystal Lake		
State/Country:	ILLINOIS		
Postal Code:	60014		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2173722	FOAMA-SPHERES	
Registration Number:	2214898	CHROMA-SPHERES	
Registration Number:	2647895	CHROMA	
Registration Number:	2687793	CHROMA EXCELLENCE IN COLOR	
Registration Number:	2647911	EXCELLENCE IN COLOR	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.906.8618		
Email:	ipmail@dykema.com		
Correspondent Name:	Eric T. Fingerhut		
Address Line 1:	1301 K Street, N.W., Suite 1100 West		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Eric T. Fingerhut		
SIGNATURE:	/eric t. fingerhut/		
DATE SIGNED:	02/08/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of November 30, 2016, is by CHROMA CORPORATION, a Delaware corporation (the "Grantor"), in favor of CRYSTAL LAKE BANK & TRUST COMPANY, N.A., a national banking association (the "Lender").

WITNESSETH:

WHEREAS, CHROMA HOLDING CORPORATION, CHROMA MERGER SUB, INC. (each a "Borrower" and collectively, the "Borrowers"), and the Lender have entered into that certain Loan and Security Agreement dated as of November 30, 2016 (the "Loan Agreement"), pursuant to which the Lender has agreed to make loans to the Borrowers and immediately following the effectiveness of the Loan Agreement, Chroma Merger Sub, Inc. is going to merge with and into the Grantor;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to the Lender and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its trademarks, including, without limitation, those referred to on **Schedule 1** hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each of its trademark; and

(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

CHROMA CORPORATION, a Delaware corporation

By: [Signature]
Name: THOMAS G. BOLGER
Title: President & CEO

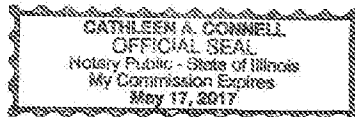
Address: 3900 W. Dayton Street
McHenry, Illinois 60050-8378

STATE OF ILLINOIS)
) ss.
COUNTY OF McHenry)

I, Cathleen A. Connell a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bolger, Thomas of CHROMA CORPORATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

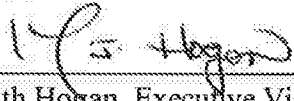
GIVEN under my hand and notarial seal, this 29 day of November, 2016.

[Signature]
NOTARY PUBLIC



Acknowledged:

CRYSTAL LAKE BANK & TRUST
COMPANY, N.A., a national banking
association

By: 
Keith Hogan, Executive Vice President

Address:

70 N. Williams Street
Crystal Lake, Illinois 60014

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Case List										
Instructor	Case Ref.	Country	Case Status	Title	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes	Comments
Chroma Corp.	179540/US	USA	Registered	FOAMA-SPHERES	75/180019	10-Oct-95	2173722	14-Jun-98	01	No longer used by Chroma
Chroma Corp.	179541/US	USA	Registered	CHROMA-SPHERES	74/730536	18-Sep-95	2214898	29-Dec-98	02	No longer used by Chroma
Chroma Corp.	179542/US	USA	Registered	CHROMA COLORS & Design	73/802201	25-May-89	1632449	13-Sep-90	02	
Chroma Corp.	183277/US	USA	Registered	CHROMA-SPHERES	75/429448	15-Feb-98	2570525	21-May-02	02	No longer used by Chroma
Chroma Corp.	187298/US	USA	Registered	CHROMA CORPORATION & Design	75/545981	1-Sep-88	2740982	29-Jun-03	01, 15	
Chroma Corp.	187918/US	USA	Registered	FOAMA-BAG	75/891347	19-Nov-96	2488675	21-May-01	15	
Chroma Corp.	200857/US	USA	Registered - Not to be renewed	DRY-CHROMA COLOR	75/730894	17-Jun-99	2385289	12-Sep-00	02	No longer used by Chroma
Chroma Corp.	202062/US	USA	Registered	CHROMA & Design	75/942551	13-Mar-00	2547895	23-Nov-02	01, 02, 07	
Chroma Corp.	202063/US	USA	Registered	CHROMA EXCELLENCE IN COLOR & Design	75/942537	13-Mar-00	2587798	18-Feb-08	01, 02	
Chroma Corp.	202064/US	USA	Registered	EXCELLENCE IN COLOR	76/000181	17-Mar-00	2547911	12-Nov-02	01, 02	
Chroma Corp.	209911/US	USA	Registered	FUSION-COLOR	76/004503	20-Mar-00	2782254	11-Nov-03	01	No longer used by Chroma
Chroma Corp.	214305/BR	Brazil	Registered	CHROMA & Palette Design	824255640	27-Dec-01			02	
Chroma Corp.	214307/CN	China	Registered	CHROMA & Palette Design	3057981	30-Dec-01	3057931	14-Oct-05	07	
Chroma Corp.	214308/EM	CTM	Registered	CHROMA & Palette Design	2472322	21-Nov-01	2472322	3-Sep-03	02, 07, 40	
Chroma Corp.	214309/MX	Mexico	Application filed	CHROMA & Palette Design	515839	8-Nov-01			02	
Chroma Corp.	215445/BR	Brazil	Application filed	CHROMA & Palette Design	824255658	27-Dec-01			07	