

FAX - 1-703-306-5995

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

MAGRUDER COLOR COMPANY, INC.

Execution Date(s) 01/14/04

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal Address:

Street Address: 1133 Avenue of Americas

City: New York

State: NY

Country: United States Zip: 10036

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,136,087; 6,358,304- Please see Exhibit 1

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Bruce Levine, Esq.

Internal Address: Buchanan Ingersoll PC

Street Address: One Chase Manhattan Plaza

35th Floor

City: New York

State: New York Zip: 10005

Phone Number: 212- 440-4469

Fax Number: 212-440-4401

Email Address:

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$

- ☐ Authorized to be charged by credit card
- ☒ Authorized to be charged to deposit account
- ☐ Enclosed
- ☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

REF 51535/01

b. Deposit Account Number 50-1448

Authorized User Name Sharon Blinkoff

9. Signature:

Signature

SHARON BLINKOFF

Name of Person Signing

Date

1/20/05

Total number of pages including cover sheet, attachments, and documents:

12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 601448 6136087

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PATENT
REEL: 015621 FRAME: 0216

**SUMMARY OF PATENTS**

NAME	REGISTRATION ID #	REGISTRATION DATE
Crystal Growth Inhibitor	6,136,087	10/24/2000
Ink with improved Flow Characteristics	6,358,304	3/19/2002

**COLLATERAL ASSIGNMENT OF PATENTS
(SECURITY AGREEMENT)**

COLLATERAL ASSIGNMENT OF PATENTS (SECURITY AGREEMENT)
dated as of January 14, 2005, between MAGRUDER COLOR COMPANY, INC., a New York corporation with offices at 1029 Newark Avenue, Elizabeth, New Jersey 07208 ("Assignor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association with an office at 1133 Avenue of the Americas, New York, New York 10036 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignee and Assignor entered into a Loan and Security Agreement dated the date hereof (together with all supplements and amendments thereto and all extensions, renewals, restatements and replacements thereof, the "Loan Agreement", and such Loan Agreement together with all agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the "Financing Agreements"), pursuant to which Assignee has made and may in the future, in its discretion, make certain loans and advances and extend credit to Assignor, subject to the terms and provisions of the Financing Agreements; and

WHEREAS, Assignor grants to Assignee a security interest in certain of its personal property pursuant to the Loan Agreement;

WHEREAS, Assignor owns all right, title, and interest in and to, among other things, certain United States patents, patent licenses, and registrations and applications for the protection of intellectual property, including, but not limited to, those set forth on Exhibit 1 hereto (the "Intellectual Property"); and

WHEREAS, in order to secure Assignor's Obligations (as defined in the Financing Agreements) to Assignee, Assignor has granted to Assignee pursuant to the Financing Agreements a security interest in the Intellectual Property and certain other assets with respect to the Intellectual Property, as further set forth herein, and Assignee has requested Assignor to enter into this Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Assignee to make any loans and/or advances to Assignor, Assignor hereby grants to Assignee a security interest in the following property of Assignor:

- (a) the Intellectual Property;

- (b) all patents, patent licenses, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor, whether based upon, derived from or variations of any invention or designs disclosed in the Intellectual Property or otherwise (the "Future Intellectual Property");
- (c) all extensions, renewals, continuations, re-issues, divisions, and continuations-in-part of the Intellectual Property and Future Intellectual Property;
- (d) all rights to sue for past, present and future infringements of the Intellectual Property and Future Intellectual Property;
- (e) all proceeds, including, without limitation, license royalties and proceeds of infringement suits, based on the Intellectual Property and Future Intellectual Property;
- (f) all licenses and other agreements under which Assignor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Intellectual Property and Future Intellectual Property;
- (g) all trademarks, trademark registrations, trademark registration applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Assignor's products under, utilizing, or in connection with, the Intellectual Property and Future Intellectual Property and all goodwill connected with, symbolized by or in any way related to the items set forth in clauses (a) through (f) above; and
- (h) all products and proceeds of the foregoing, in any form, including, without limitation, insurance proceeds and all claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All of the foregoing items set forth in clauses (a) through (h), together with all products and proceeds thereof, are hereinafter referred to collectively as the "Collateral."

Assignor hereby covenants with Assignee as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Assignee relating to the Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation of Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor is the owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral; (b) the Intellectual Property includes only the patents in which Assignor has any or all right, title and interest; (c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Assignor as licensor), except for Assignee's interests granted hereunder; and (d) when this Agreement is filed in the United States Patent and Trademark Office and the Assignee has taken the other actions contemplated in this Agreement and by the Financing Agreements, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Assignee, enforceable against Assignor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Assignor will maintain and renew all items of Collateral and all registrations of the Collateral and will defend the Collateral against the claims of all persons. Without limiting the generality of the foregoing, Assignor shall not permit the expiration, termination or abandonment of any registration or any application for such Intellectual Property or Future Intellectual Property without the prior written consent of Assignee. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, Assignor shall obtain rights to or be licensed to use any new patentable inventions, or become entitled to the benefit of any patent application or patent for any re-issue, division, continuation, renewal, extension, or continuation-in-part of any Intellectual Property, or any improvement on any Intellectual Property, the provisions of Section 1 hereof shall automatically apply thereto and Assignor shall give Assignee prompt notice thereof in writing.

4. Use Prior to Default. Effective until Assignee's exercise of its rights and remedies upon an Event of Default under and as defined in the Financing Agreements (an "Event of Default"), Assignor shall have the right to use the Collateral and make, use and sell the inventions disclosed and claimed in the Intellectual Property and Future Intellectual Property in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Assignor's rights pursuant to Section 4 hereof shall, at Assignee's option, terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Assignee. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Intellectual Property and Future Intellectual Property. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such

documents on Assignor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Assignor may sell merchandise incorporating or utilizing the Intellectual Property and Future Intellectual Property in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Assignee to the contrary. The preceding sentence shall not limit any right or remedy granted to Assignee with respect to Assignor's inventory under the Financing Agreements or any other agreement now or hereafter in effect.

6. Power of Attorney. Concurrently with the execution and delivery hereof, Assignor shall execute and delivery to the Assignee, in the form of Exhibit 2 hereto, five (5) originals of a Special Power of Attorney for the implementation of the assignment, sale or other disposal of the Intellectual Property and Future Intellectual Property pursuant to Section 5. Assignee hereby agrees that it shall not exercise any rights granted to it under such Special Power of Attorney prior to an Event of Default. Assignor hereby releases Assignee from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Assignee under the powers of attorney granted therein, other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of Assignee, as determined by a final, non-appealable order of a court of competent jurisdiction.

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

8. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee. Assignor hereby authorizes Assignee to modify this Agreement by amending Exhibit 1 hereto to include any Future Intellectual Property or additional licenses.

9. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by Assignee of any breach or default by Assignor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Assignor without the prior written consent of Assignee; and, provided further, that Assignee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

11. Further Acts. Assignor shall have the duty to prosecute diligently any application for the Intellectual Property and the Future Intellectual Property pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and to make applications on material Future Intellectual Property in any country where Assignor does material business and to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent application or registration for any invention, nor abandon any such pending patent application or registration, without the prior consent of Assignee (such consent shall not be unreasonably withheld).

12. Enforcement. Upon an Event of Default, Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Intellectual Property or Future Intellectual Property and any license thereunder, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee or its agents for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 12.

13. Release. At such time as all of the Obligations have been paid and performed in full and all of the Financing Agreements shall have been terminated, other than upon enforcement of Assignee's remedies under the Financing Agreements after an Event of Default, Assignee will execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to release Assignor's lien in the Collateral, subject to any dispositions thereof which may have been made by Assignee pursuant hereto.

14. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.


15. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Agreement shall be given in the manner prescribed by the Loan Agreement.

16. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to patents and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

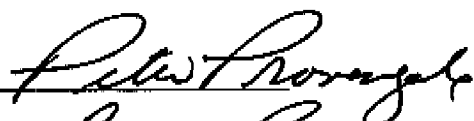
17. Financing Agreement. This Agreement is one of the Financing Agreements.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

MAGRUDER COLOR COMPANY, INC.,
Assignor

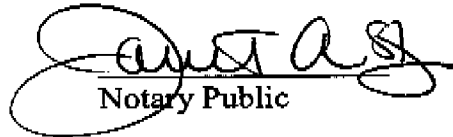
By: 
Name: Allan Weissglass
Title: Chairman

WACHOVIA BANK, NATIONAL
ASSOCIATION, Assignee

By: 
Name: Peter Provedale
Title: SVP

STATE OF New Jersey)
) ss:
 COUNTY OF Essex)

On the 14th day of January, 2005 before me personally came Alan Weissman, to me known, who being by me duly sworn, did depose and say that s/he is the Chairman of MAGRUDER COLOR COMPANY, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed his/her name by order of the board of directors of said corporation.


 Notary Public

JANET A. SCHULTZ
 A Notary Public of New Jersey
 My Commission Expires 12/29/09

STATE OF New Jersey)
) ss:
 COUNTY OF Essex)

On the 14th day of January, 2005, before me personally came Peter Provencale, to me known, who being by me duly sworn, did depose and say that s/he is a Senior VP of WACHOVIA BANK, NATIONAL ASSOCIATION, the corporation described in and which executed the foregoing instrument; and that s/he signed his/her name by order of the board of directors of said corporation.


 Notary Public

JANET A. SCHULTZ
 A Notary Public of New Jersey
 My Commission Expires 12/29/09

**SUMMARY OF PATENTS**

NAME	REGISTRATION ID #	REGISTRATION DATE
Crystal Growth Inhibitor	6,136,087	10/24/2000
Ink with improved Flow Characteristics	6,358,304	3/19/2002

SPECIAL POWER OF ATTORNEY

STATE OF New Jersey)
) : ss
COUNTY OF Essex)

KNOW ALL MEN BY THESE PRESENTS, THAT MAGRUDER COLOR COMPANY, INC., a New Jersey corporation with offices at 1029 Newark Avenue, Elizabeth, New Jersey 07208 (hereinafter called "Assignor"), hereby appoints and constitutes WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:


1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any letters patent, and all registrations, recordings, reissues, continuations, continuations-in-part, and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Collateral Assignment of Patents (Security Agreement), dated the date hereof, between Assignor and Assignee.

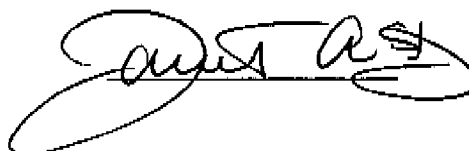
Dated: January 14, 2005

MAGRUDER COLOR COMPANY, INC.

By: 
Name: Allan Weissman
Title: Chairman

STATE OF New Jersey)
) ss:
COUNTY OF Essex)

On the 14th day of January, 2005 before me personally came Allen Weissglass, to me known, who being by me duly sworn, did depose and say that s/he is the Chairman of MAGRUDER COLOR COMPANY, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed his/her name by order of the board of directors of said corporation.



JANET A. SCHULTZ
A Notary Public of New Jersey
My Commission Expires 12/29/09