

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement (First Lien) -- Supplemental IP

CONVEYING PARTY DATA

Name	Execution Date
X-Rite, Incorporated	06/30/2006

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
Internal Address:	Mail Drop 109047
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263

PROPERTY NUMBERS Total: 16

Property Type	Number
Application Number:	11119866
Application Number:	60715117
Application Number:	11321108
Application Number:	11410451
Application Number:	11397547
Application Number:	11403114
Application Number:	11402788
Application Number:	11403334
Application Number:	11450993
Application Number:	11370670
Application Number:	11433991
Application Number:	11434601
Application Number:	11370602
Application Number:	60788899

PATENT

500134868

REEL: 018056 FRAME: 0568

OP \$640.00 11119866

Application Number:	60788900
Application Number:	60794606

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7145401235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

038611-44 FIFTH THIRD BNK

NAME OF SUBMITTER:

Patricia A. Conner

Total Attachments: 24

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PATENT SECURITY AGREEMENT (FIRST LIEN)

Patent Security Agreement (First Lien), dated as of January 31, 2006 (as amended, restated, amended and restated, or otherwise modified, the "Patent Security Agreement"), between each of X-RITE, INCORPORATED, a Michigan corporation, LABSPHERE, INC., a New Hampshire corporation, OTP, INCORPORATED, a Michigan corporation, MONACO ACQUISITION COMPANY, a Michigan corporation, X-RITE GLOBAL, INCORPORATED, a Michigan corporation, X-RITE HOLDINGS, INC., a Michigan corporation, (each a "Grantor" and collectively, "the Grantors"), and GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement (First Lien) dated as of January 30, 2006 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between each of the Grantors and the other grantors thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

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

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

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Patents"); and

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(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Patent Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

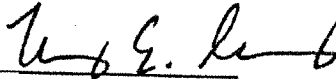
SECTION 4. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

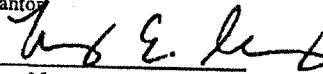
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In Witness Whereof, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


X-RITE, INCORPORATED,
as Grantor

By: 
Name:
Title:

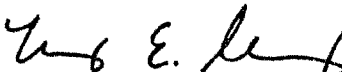
LABSPHERE, INC.,
as Grantor

By: 
Name:
Title:

OTP, INCORPORATED,
as Grantor

By: 
Name:
Title:

MONACO ACQUISITION COMPANY,
as Grantor

By: 
Name:
Title:

Patent Security Agreement (First Lien)

X-RITE GLOBAL, INCORPORATED,
as Grantor

By: W. E. Lamb
Name:
Title:

X-RITE HOLDINGS, INC.,
as Grantor

By: W. E. Lamb
Name:
Title:

Patent Security Agreement (First Lien)

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: _____

W. W. Archer

Name:

Title:

William W. Archer
Managing Director

Patent Security Agreement (First Lien)

X-RITE, INCORPORATED
LABSPHERE, INC.
OTP, INCORPORATED
MONACO ACQUISITION COMPANY
X-RITE GLOBAL, INCORPORATED
X-RITE HOLDINGS, INC.
3100 44th Street SW
Grandville, Michigan 49418

June 30, 2006

Fifth Third Bank
38 Fountain Square Plaza
Mail Drop 109047
Cincinnati, Ohio 45263

Re: Patent Security Agreement (First Lien)

To Whom It May Concern:

Attached please find an amended Schedule I (the "Amended Schedule") to that certain Patent Security Agreement (First Lien), dated as of January 31, 2006 (the "Patent Security Agreement"), between each of X-Rite, Incorporated, Labsphere, Inc, OTP, Incorporated, X-Rite Global, Incorporated, X-Rite Holdings, Inc, and Fifth Third Bank (as successor by assignment to Goldman Sachs Credit Partners L.P.). A copy of the Patent Security Agreement is also provided for your convenience. Terms used but not defined herein shall have the meanings given them in the Patent Security Agreement.

The Amended Schedule is provided pursuant to Section 2 of the Patent Security Agreement providing the ability of the parties thereto to amend or supplement Schedule I thereof. By signing below, you hereby accept the Amended Schedule. Each Grantor authorizes the Collateral Agent to make such filings with such governmental agencies as are necessary to properly perfect its security interest in the Patent Collateral contained in the Amended Schedule. In addition, you agree to release your security interest in those items previously included in the Patent Collateral and deleted from the Amended Schedule in which the Grantors, in compliance with the Pledge and Security Agreement, no longer have any interest.

All other terms and provisions of the Patent Security Agreement remain unchanged. This letter may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(signatures follow)

Best regards,

X-RITE, INCORPORATED

By: 

Name: Mary E. Chowning

Title: Vice President, CFO, Secretary &
Treasurer

LABSPHERE, INC.

OTP, INCORPORATED

MONACO ACQUISITION COMPANY

X-RITE GLOBAL, INCORPORATED

X-RITE HOLDINGS, INC.

By: 

Name: Mary E. Chowning

Title: Vice President, Secretary &
Treasurer

ACCEPTED AND AGREED:

FIFTH THIRD BANK, a Michigan banking corporation

By: 

Name: Scott R. DeMeester

Title: Vice President

Attachments

Signature Page to Letter re: Patent Security Agreement (First Lien)

AMENDED SCHEDULE I
to
PATENT SECURITY AGREEMENT
X-RITE, INC.

Patent Registrations:

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>PATENT NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
X-Rite, Incorporated	90102584.1	EP0383209	EPC	Automated Strip Reader Densitometer
X-Rite, Incorporated	91103052.6	EP0444689	EPC	Apparatus and Method for Calibration in a Spectrophotometer
X-Rite, Incorporated	94914077.6	EP0694160	EPC	Portable Scanning Colorimeter [DTP51]
X-Rite, Incorporated	93201318.8	EP0569104	EPC	Portable Spectrophotometer
X-Rite, Incorporated	94902332.9	EP0670036	EPC	Programmable Spectrophotometer
X-Rite, Incorporated	95932500.2	EP0781401	EPC	Scanning Colorimeter
X-Rite, Incorporated	91105294.2	EP0453830	EPC	Scanning Densitometer
X-Rite, Incorporated	00982565.4	EP1237464	EPC	Optical Measurement Device
X-Rite, Incorporated	95932504.4	EP0781404	EPC	Compact Spectrophotometer [Dynamic Rotational Sampling]
X-Rite, Incorporated	99310394.4	EP1014055	EPC	Color Measurement Instrument with Multiple Protocol Interface
X-Rite, Incorporated	01304070.4	EP1154247	EPC	Color Measurement Instrument Capable of Obtaining Simultaneous Polarized and Non Polarized Data
X-Rite, Incorporated	01905363.6	EP1166062	EPC	Handheld Color Measurement Instrument (Inchworm [CTP324])
X-Rite, Incorporated	02707406.1	EP1430385	EPC	Harmonizing Color Selection System and Method
X-Rite, Incorporated	1910416.5	EP1166063	EPC	Handheld Color Measurement Instrument
X-Rite, Incorporated	4077051.3	EP1477108	EPC	Optical Measurement Device and Related Process [DVS Colorimetric Imaging]
X-Rite, Incorporated	4077050.5	EP1477107	EPC	Optical Measurement Device and Related Process [DVS Line-of-Sight Display]
X-Rite, Incorporated	4255781.9	EP1519169	EPC	Color Measurement Instrument Using

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>PATENT NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
				Temperature Controlled Illuminators
X-Rite, Incorporated	4255865.0	EP1519167	EPC	Color Measurement Instrument
X-Rite, Incorporated	90102584.1	69003553.5	Germany	Automated Strip Reader Densitometer
X-Rite, Incorporated	91103052.6	69115523.2-08	Germany	A Compensation Method Adapted for Use in Color Measuring Apparatus
X-Rite, Incorporated	94914077.6	69428529.3	Germany	Portable Scanning Colorimeter
X-Rite, Incorporated	93201318.8	69314377.0	Germany	Portable Spectrophotometer
X-Rite, Incorporated	94902332.9	69331745.0	Germany	Programmable Spectrophotometer
X-Rite, Incorporated	95932500.2	69533802.1	Germany	Scanning Colorimeter
X-Rite, Incorporated	91105294.2	69112691.7	Germany	Scanning Densitometer
X-Rite, Incorporated	00982565.4	600 21 417.6	Germany	Optical Measurement Device
X-Rite, Incorporated	91105294.2	453,830	Italy	Scanning Densitometer
X-Rite, Incorporated	05-124966	3406640	Japan	Portable Spectrophotometer
X-Rite, Incorporated	90102584.1	383,209	United Kingdom	Automated Strip Reader Densitometer
X-Rite, Incorporated	91103052.6	444,689	United Kingdom	Apparatus and Method for Calibration in a Spectrophotometer
X-Rite, Incorporated	94914077.6	694,160	United Kingdom	Portable Scanning Colorimeter
X-Rite, Incorporated	93201318.8	569,104	United Kingdom	Portable Spectrophotometer
X-Rite, Incorporated	94902332.9	670,036	United Kingdom	Programmable Spectrophotometer
X-Rite, Incorporated	95932500.2	781,401	United Kingdom	Scanning Colorimeter
X-Rite, Incorporated	91105294.2	453,830	United Kingdom	Scanning Densitometer
X-Rite, Incorporated	00982565.4	1237464	United Kingdom	Optical Measurement Device
X-Rite, Incorporated	328159.9	2396909	United Kingdom	Glare-Directed Imaging
X-Rite, Incorporated	09/341,156	6,198,536	USA	Portable Scanning Spectrophotometer [DTP41]

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>PATENT NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
X-Rite, Incorporated	09/320,779	6,061,140	USA	Spectrophotometer with Selectable Measurement Area [SP62 Sphere]
X-Rite, Incorporated	07/480,331	5,118,183	USA	Automated Strip Reader Densitometer
X-Rite, Incorporated	08/714,969	6,002,488	USA	Compact Spectrophotometer [Dynamic Rotational Sampling]
X-Rite, Incorporated	07/156,471	4,881,811	USA	Remote Color Measurement Device
X-Rite, Incorporated	08/700,155	5,691,817	USA	Apparatus and Method for Calibration in a Spectrophotometer
X-Rite, Incorporated	07/687,480	5,402,361	USA	Apparatus for Method for Logging, Storing, and Redirection of Process Related Non-Densitometric Data Generated by Color Processing Equipment for Use by an Off Site Host Computer
X-Rite, Incorporated	07/754,905	5,387,977	USA	Multiangular Color Measuring Apparatus
X-Rite, Incorporated	07/478,475	5,062,714	USA	Apparatus and Method for Pattern Recognition
X-Rite, Incorporated	07/880,807	5,369,481	USA	Portable Spectrophotometer
X-Rite, Incorporated	07/979,196	5,400,138	USA	Programmable Spectrophotometer Using a Data Memory for Storing a Sequence of Generalized Commands
X-Rite, Incorporated	08/895,736	6,031,617	USA	Scanning Colorimeter with X-Y Drive
X-Rite, Incorporated	07/512,856	5,073,028	USA	Scanning Densitometer
X-Rite, Incorporated	08/479,429	5,664,252	USA	Apparatus for Use in Optimizing Photographic Film Developer Apparatus
X-Rite, Incorporated	09/411,484	6,493,084	USA	Color Measurement Instrument with Multiple Protocol Interface [DTP92USB]
X-Rite, Incorporated	07/534,205	5,015,098	USA	Densitometer with Error Correction
X-Rite, Incorporated	09/570,577	6,597,454	USA	Color Measurement Instrument Capable of Obtaining Simultaneous Polarized and Nonpolarized Data
X-Rite, Incorporated	09/570,718	6,262,804	USA	Handheld Color Measurement Instrument (Inchworm [DTP324])

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>PATENT NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
X-Rite, Incorporated	10/042,840	6,870,544	USA	Harmonizing Color Selection System and Method
X-Rite, Incorporated	08/921,395	6,005,968	USA	Scanner Calibration and Correction Techniques Using Scaled Lightness Values [Evelyn 2]
X-Rite, Incorporated	10/044,529	6,583,879	USA	Benchtop Spectrophotometer with Improved Targeting [Sample Holder]
X-Rite, Incorporated	10/147,009	6,888,633	USA	Color Measurement Instrument with Modulated Illumination
X-Rite, Incorporated	09/845,144	6,346,984	USA	Portable Scanning Spectrophotometer [Backer and Tension [DTP42]]
X-Rite, Incorporated	10/236,529	6,867,864	USA	Optical Measurement Device and Related Process [DVS Colorimetric Imaging]
X-Rite, Incorporated	10/236,305	6,750,971	USA	Optical Measurement Device and Related Process [DVS Line-of-Sight Display]
X-Rite, Incorporated	10/417,365	6,825,919	USA	Handheld Color Measurement Instrument [DTP34]
X-Rite, Incorporated	10/266,422	US RE38,986 E	USA	Portable Scanning Spectrophotometer
X-Rite, Incorporated	10/146,752	7,006,210	USA	Glare-Directed Imaging
X-Rite, Incorporated	10/991,453	7,030,986	USA	Optical Measurement Device and Related Process
X-Rite, Incorporated	08/045,859	5,369,494	USA	Portable Scanning Colorimeter [DTP51]
X-Rite, Incorporated	09/704,005	6,285,452	USA	Portable Scanning Spectrophotometer
X-Rite, Incorporated	08/595,404	5,650,942	USA	Appearance-Based Technique for Rendering Colors on an Output Device
X-Rite, Incorporated	08/871,487	5,991,511	USA	Appearance-Based Technique for Rendering Colors on an Output Device
X-Rite, Incorporated	08/826,031	5,798,943	USA	Apparatus and Process for a Digital Swatchbook
X-Rite, Incorporated	08/408,005	5,680,327	USA	Apparatus and Process for a Digital Swatchbook
X-Rite, Incorporated	07/978,311	5,271,096	USA	Method and Structure for Calibrating a Computer Generated Image

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>PATENT NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
X-Rite, Incorporated	08/709,774	6,134,029	USA	Scanner Calibration Technique
X-Rite, Incorporated	08/907,769	6,058,357	USA	Color Measurement System Including a Digital Color Sensor and a Host Computer in Communication with the Color Sensor
X-Rite, Incorporated	09/733,162	7,050,168	USA	Optical Measurement Device and Related Process
X-Rite, Incorporated	09/475,576	6,671,067	USA	Scanner and Printer Profiling System
X-Rite, Incorporated	29/220,920	D522,893	USA	Color Measurement Instrument
X-Rite, Incorporated	29/220,963	D523,767	USA	Base Unit for Color Measurement Instrument
X-Rite, Incorporated	29/220,954	D523,766	USA	Color Measurement Instrument and Base Unit

Patent Applications:

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>PATENT NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
Labsphere, Inc.	04-076638		Japan	Integrated Sphere for Measuring Diffuse Reflectivity And Transmittance And Other Same Kind Article
X-Rite, Incorporated	1. 360508-0001 2. 360508-0002 3. 360508-0003		Europe (CDR)	1. Color Measurement Instrument and Base Unit [Redlight Unit/Base] 2. Color Measurement Instrument 3. Base Unit for Colour Measurement Instrument (Combined 3 Application)
X-Rite, Incorporated	10296834.9		Germany	Glare-Directed Imaging
X-Rite, Incorporated	PCT/IB2005/051401		PCT	Color Measurement Engine with UV Filtered Illumination
X-Rite, Incorporated	PCT/IB2005/051481		PCT	Auto-Tracking Spectrophotometer
X-Rite, Incorporated	PCT/IB2005/051565		PCT	Method for Operating a Color Measurement System [DTP20]
X-Rite, Incorporated	PCT/IB2005/05148		PCT	Auto-Tracking Spectrophotometer

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>PATENT NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
	0			
X-Rite, Incorporated	PCT/IB2005/051567		PCT	Color Measurement System
X-Rite, Incorporated	PCT/IB2005/051400		PCT	Color Measurement Instrument Capable of Both Strip Reading and Spot Reading
X-Rite, Incorporated	PCT/IB2005/051402		PCT	Color Measurement Engine with Parallel Detectors
X-Rite, Incorporated	10/669,110		USA	Color Measurement Instrument [Vericolor]
X-Rite, Incorporated	10/947,696		USA	Color Measurement Instrument
X-Rite, Incorporated	11/116,534		USA	Color Measurement Engine with UV Filtered Illumination [DTP70]
X-Rite, Incorporated	10/959,623		USA	Handheld Color Measurement Instrument
X-Rite, Incorporated	11/122,638		USA	Auto-Tracking Spectrophotometer
X-Rite, Incorporated	11/119,867		USA	Method for Operating a Color Measurement System [DTP20]
X-Rite, Incorporated	11/119,866		USA	Color Code for Color Measurement System [DTP20]
X-Rite, Incorporated	10/354,862		USA	Portable Color and Style Analysis, Match and Management System
X-Rite, Incorporated	11/122,721		USA	Auto-Tracking Spectrophotometer
X-Rite, Incorporated	11/119,952		USA	Color Measurement System
X-Rite, Incorporated	11/116,866		USA	Color Measurement Instrument Capable of Both Strip Reading and Spot Reading
X-Rite, Incorporated	11/116,826		USA	Color Measurement Engine with Parallel Detectors
X-Rite, Incorporated	60/699,476		USA	<i>Unpublished</i>
X-Rite, Incorporated	60/699,487		USA	<i>Unpublished</i>
X-Rite, Incorporated	60/708,222		USA	<i>Unpublished</i>
X-Rite, Incorporated	60/699,606		USA	<i>Unpublished</i>
X-Rite, Incorporated	60/710,240		USA	<i>Unpublished</i>

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>PATENT NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
X-Rite, Incorporated	60/708,163		USA	<i>Unpublished</i>
X-Rite, Incorporated	60/710,920		USA	<i>Unpublished</i>
X-Rite, Incorporated	60/715,117		USA	<i>Unpublished</i>
X-Rite, Incorporated	11/321,108		USA	Glare-Directed Imaging.
X-Rite, Incorporated	10/743,175		USA	Scanner and Printer Profiling
X-Rite, Incorporated	11/410,451		USA	<i>Unpublished</i>
X-Rite, Incorporated	11/397,547		USA	<i>Unpublished</i>
X-Rite, Incorporated	11/403,114		USA	<i>Unpublished</i>
X-Rite, Incorporated	11/402,788		USA	<i>Unpublished</i>
X-Rite, Incorporated	11/403,334		USA	<i>Unpublished</i>
X-Rite, Incorporated	11/450,993		USA	<i>Unpublished</i>
X-Rite, Incorporated	11/370,670		USA	<i>Unpublished</i>
X-Rite, Incorporated	11/433,991		USA	<i>Unpublished</i>
X-Rite, Incorporated	11/434,601		USA	<i>Unpublished</i>
X-Rite, Incorporated	11/370,602		USA	<i>Unpublished</i>
X-Rite, Incorporated	60/788,899		USA	<i>Unpublished</i>
X-Rite, Incorporated	60/788,900		USA	<i>Unpublished</i>
X-Rite, Incorporated	60/794,606		USA	<i>Unpublished</i>
X-Rite, Incorporated	PCT/US06/15600		PCT	<i>Unpublished</i>
X-Rite, Incorporated	PCT/US2006/0124 16		PCT	<i>Unpublished</i>
X-Rite, Incorporated	PCT/US2006/0137 07		PCT	<i>Unpublished</i>
X-Rite, Incorporated	PCT/US2006/0137 04		PCT	<i>Unpublished</i>
X-Rite, Incorporated	PCT/US2006/0138 09		PCT	<i>Unpublished</i>

AGENCY ASSIGNMENT AGREEMENT

THIS AGENCY ASSIGNMENT AGREEMENT, dated as of June 30, 2006 (this "Agreement"), by and among GOLDMAN SACHS CREDIT PARTNERS, L.P. ("GSCP"), the Lenders party hereto ("Lenders") and FIFTH THIRD BANK, a Michigan banking corporation ("Fifth Third"), and is acknowledged and agreed to by X-RITE, INCORPORATED, a Michigan corporation ("Company") and each of the Guarantors party hereto. Reference is made to that certain Amended and Restated First Lien Credit Agreement, dated as of June 30, 2006 (the "Credit Agreement"), by the Company, the Lenders party thereto from time to time, GSCP, as Lead Arranger, as Bookrunner and as Syndication Agent (in such capacities, "Syndication Agent"), and GSCP, as Administrative Agent (in such capacity, together with its permitted successors in such capacity, "Administrative Agent") and as Collateral Agent (in such capacity, together with its permitted successor in such capacity, "Collateral Agent").

W I T N E S S E T H

WHEREAS, (a) GSCP desires to resign as Administrative Agent and Collateral Agent under the Credit Agreement, the Pledge and Security Agreement, the Intercreditor Agreement and each of the other Credit Documents set forth on Schedule 1 hereto ("the Assigned Agreements"), (b) Fifth Third desires to succeed GSCP as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements and (c) GSCP desires to assign all of its rights, responsibilities, duties and obligations, to Fifth Third, in each case as further set forth herein;

WHEREAS, each of the Lenders (a) desire to acknowledge, accept and approve GSCP's resignation as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements, (b) desire to acknowledge, accept and approve the appointment of Fifth Third to succeed GSCP as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements and (c) desire to acknowledge, accept and approve the assignment by GSCP of all of its rights, responsibilities, duties and obligations, to Fifth Third, in each case as further set forth herein;

WHEREAS, Credit Parties (a) desire to acknowledge, accept and approve of GSCP's resignation as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements, (b) desire to acknowledge, accept and approve of Fifth Third's appointment as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements and (c) desire to acknowledge, accept and approve the assignment by GSCP of all of its rights, responsibilities, duties and obligations, to Fifth Third, in each case as further set forth herein; and

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement are used herein as defined therein.

2. Resignation of Administrative Agent and Collateral Agent.

Notwithstanding the method and timing of the resignation with respect to the Administrative Agent and Collateral Agent that is set forth in Section 9.7 of the Credit Agreement or any other provision of any of the Assigned Agreements, GSCP hereby resigns as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements, effective as of the date hereof, and the parties hereto acknowledge, accept and approve such resignation (it being understood that Section 9.6 of the Credit Agreement shall continue in effect for the benefit of GSCP in respect of any actions taken or omitted to be taken by it as Administrative Agent and Collateral Agent under the Credit Agreement prior to the date hereof).

3. Appointment of Successor Administrative Agent and Collateral Agent; Assignment of Agency Rights.

(a) Notwithstanding the method of appointment of a successor Administrative Agent and Collateral Agent that is set forth in Section 9.7 of the Credit Agreement or any other provision of any of the Assigned Agreements, effective immediately upon the resignation of GSCP as Administrative Agent and Collateral Agent, the Lenders hereby appoint, and the Credit Parties acknowledge, accept and approve (including, without limitation, for purposes of notice pursuant to Section 10 of each of the Deposit Account Control Agreements listed in paragraphs 7 through 11 on Schedule 1 attached hereto) Fifth Third as the successor Administrative Agent (in such capacity, "Successor Administrative Agent") and as the successor Collateral Agent (in such capacity, "Successor Collateral Agent", collectively with Successor Administrative Agent, the "Successor Agent") under the Credit Agreement and each of the Assigned Agreements.

(b) By virtue of the resignation of GSCP as Administrative Agent and Collateral Agent and the appointment of Successor Agent, all parties hereto acknowledge, accept and approve (including, without limitation, for purposes of notice pursuant to Section 10 of each of the Deposit Account Control Agreements listed in paragraphs 7 through 11 on Schedule 1 attached hereto) that Fifth Third has succeeded (by way of assignment) to all of the rights and interests of the Administrative Agent and the Collateral Agent under all Credit Documents (collectively, the "Agency Rights"), including with respect to all of Collateral Agent's rights and interests as the secured party, on behalf of the Secured Parties, with respect to the Collateral pledged to it pursuant to Section 2.1 of the Pledge and Security Agreement and any other provision of the Pledge and Security Agreement or any other Credit Document and as the holder of any security interest, lien or other encumbrance therein. For the avoidance of doubt, effective as of the date hereof, GSCP, in its respective capacities as Administrative Agent and Collateral Agent, hereby absolutely and unconditionally grants, assigns, transfers, conveys and delivers to the Successor Agent all of GSCP's rights, title, interest, duties and obligations in all of the Agency Rights (the "Agency Assignment") (it being understood that Section 9.6 of the Credit Agreement shall continue in effect for the benefit of GSCP in respect of any actions taken or omitted to be taken by it as Administrative Agent and Collateral Agent under the Credit Agreement prior to the date hereof), and each of the Credit Parties hereby consents to such Agency Assignment. Successor Agent hereby absolutely and unconditionally accepts the foregoing assignment, assumes all of GSCP's rights, duties and obligations as stated above pursuant to this Agreement and agrees to perform and to be bound by all of the terms, covenants and conditions of such rights, title, interest, duties and obligations which arise from and after the date hereof.

(c) GSCP, Successor Agent, the Credit Parties and the Lenders agree to execute any and all instruments, agreements and other documents, including acknowledgments or assignments, reasonably requested by Successor Agent to evidence or otherwise memorialize the Agency Assignment and the succession of Successor Agent to the Agency Rights. In connection with the foregoing, the Collateral Agent hereby agrees to take all steps reasonably requested by Successor Collateral Agent to ensure that Successor Collateral Agent becomes the successor secured party with respect to all security interests, liens and other encumbrances currently existing in favor of Collateral Agent, without any interruption in the perfection or priority currently enjoyed by Collateral Agent. To the extent that for any reason, with respect to any security interest, lien or other encumbrance, the foregoing cannot be accomplished as of the effective date hereof, Collateral Agent hereby agrees to continue to act as agent for the benefit of the Successor Collateral Agent, solely for purposes of maintaining the continued perfection with respect to the relevant security interest, lien or other encumbrance until the first to occur of the consummation of Successor Collateral Agent's succession to Collateral Agent's rights with respect to such security interest, lien or other encumbrance or the 45th day after the effective date hereof. In no event shall Successor Agent be liable for any act or omission of the GSCP as Administrative Agent and Collateral Agent under the Credit Agreement or any Credit Document as a result of its acceptance of appointment as Successor Agent.

(d) The Collateral Agent hereby agrees (i) to deliver (either in physical form with appropriate endorsements or by book-entry transfer) to the Successor Collateral Agent on the date hereof, to such locations and such accounts (being replacement accounts for the existing accounts required under the Indenture) as the Successor Collateral Agent shall have notified the Collateral Agent on or prior to the date hereof, all Collateral constituting cash, securities, investments, financial assets or any other property, including, without limitation, all certificated debt and equity securities (collectively, the "Existing Possessory Collateral"), held by the Collateral Agent in its capacity as such; and (ii) in the event that Collateral Agent receives any Possessory Collateral from and after the date hereof (the "Future Possessory Collateral" and, together with the Existing Possessory Collateral, the "Possessory Collateral"), in error or otherwise, to promptly deliver to the Successor Collateral Agent, to such locations, as the Successor Collateral Agent shall have notified the Collateral Agent from time to time, any such Future Possessory Collateral. The Credit Parties hereby irrevocably direct the Collateral Agent to turn over to the Successor Collateral Agent all such Possessory Collateral, and the Credit Parties expressly acknowledge and agree that, as between the Credit Parties, on the one hand, and the Successor Collateral Agent, on the other hand, only the Successor Collateral Agent may give the Collateral Agent instructions with respect to the delivery of the Possessory Collateral to Successor Collateral Agent, and the Collateral Agent agrees that it will follow any such instructions of the Successor Collateral Agent. Solely to effect the foregoing, the Collateral Agent hereby agrees to continue to act as the "Collateral Agent", for the benefit of the Successor Collateral Agent, solely for purposes of Section 2.1 of the Pledge and Security Agreement until the 45th day after the effective date hereof.

4. Appointment of Swing Line Lender and LC Issuer.

(a) The Company hereby appoints, and the Successor Administrative Agent hereby accepts, acknowledges and agrees the appointment of, Fifth Third to act as "Swing Line Lender" under the Credit Agreement. By providing its countersignature hereto, Fifth Third hereby accepts, acknowledges and agrees to such appointment and shall hereby become the successor "Swing Line Lender" for all purposes under the Credit Agreement.

(b) The Company hereby appoints, and the Successor Administrative Agent hereby accepts, acknowledges and agrees to the appointment of, Fifth Third to act as "Issuing Bank" under the Credit Agreement. By providing its countersignature hereto, Fifth Third hereby accepts, acknowledges and agrees to such appointment and shall hereby become the successor "Issuing Bank" for all purposes under the Credit Agreement.

5. Acknowledgement of GSCP. Upon the effectiveness of this Agreement, GSCP acknowledges and agrees that none of the Credit Parties have any further obligations to GSCP in its capacities as Administrative Agent and Collateral Agent under the Credit Agreement or any Credit Document, provided that, notwithstanding the foregoing or any future termination of the Credit Agreement, the Credit Parties shall remain obligated to GSCP, in its capacities as Administrative Agent and Collateral Agent, with respect to any of their ongoing indemnification obligations under the Credit Agreement.

6. Register. From and after the date of this Agreement, Successor Administrative Agent (or its agent or sub-agent appointed by it) shall maintain at the Principal Office the Register. From and after the date of this Agreement, Company hereby designates the Successor Administrative Agent to serve as Company's agent solely for purposes of maintaining the Register as provided in Section 2.7 of the Credit Agreement, and Company hereby agrees that, to the extent Successor Administrative Agent serves in such capacity, the Administrative Agent and its officers, directors, employees, agents, sub-agents and affiliates shall constitute "Indemnitees."

7. Effectiveness. This Agreement shall become effective on and as of the date that the Administrative Agent shall have received counterparts of this Agreement, duly executed and delivered by a duly authorized officer of each of the Credit Parties, the Collateral Agent, the Successor Administrative Agent and the Lenders. This Agreement shall not, except as expressly provided herein, operate as an amendment or waiver of any right, power or remedy of any Lender or the Successor Agent under any of the Credit Documents, nor constitute an amendment or waiver of any provision of any of the Credit Documents. Except as expressly provided herein, all of the provisions and covenants of the Credit Agreement and the other Credit Documents are and shall continue to remain in full force and effect in accordance with the terms thereof and are hereby in all respects ratified and confirmed.

8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9. Amendment of Appendix B of the Credit Agreement. Pursuant to Section 10.5 of the Credit Agreement, each of the parties hereto agrees that Appendix B (Notice Addresses) of the Credit Agreement shall hereby be deemed amended as follows:

(a) the titles of "Administrative Agent" and "Collateral Agent" shall be deleted from the list of titles immediately below "**GOLDMAN SACHS CREDIT PARTNERS L.P.**"; and

(b) the following shall be inserted above "**GOLDMAN SACHS CREDIT PARTNERS L.P.**":

FIFTH THIRD BANK, a Michigan banking corporation, as Administrative Agent, Collateral Agent, Issuing Bank and Swing Line Lender:

Fifth Third Bank
MD 109047
Cincinnati, OH 43263
Attention: Loan Syndications
Telecopier: (513) 534-0875

10. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

11. **WAIVERS OF JURY TRIAL.** THE CREDIT PARTIES, THE LENDERS, THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, AND THE SUCCESSOR AGENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

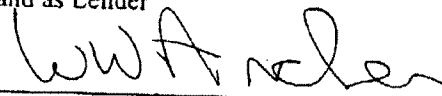
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

GOLDMAN SACHS CREDIT PARTNERS
L.P., as Administrative Agent, as Collateral
Agent and as Lender

By:

Name:
Title:



William W. Archer
Managing Director

Signature page to Agency Assignment Agreement

FIFTH THIRD BANK, a Michigan banking corporation, as Successor Administrative Agent, as Successor Collateral Agent, as Swing Line Lender and as Issuing Bank

By: 

Name: Scott R. DeMeester
Title: Vice President

Signature page to Agency Assignment Agreement

ACKNOWLEDGED AND AGREED, as of the date
first written above:

X-RITE, INCORPORATED

By: 

Name: Mary E. Chowning

Title: Vice President, CFO, Secretary & Treasurer

LABSPHERE, INC.

OTP, INCORPORATED

MONACO ACQUISITION COMPANY

X-RITE GLOBAL, INCORPORATED

X-RITE HOLDINGS, INC.

By: 

Name: Mary E. Chowning

Title: Vice President, Secretary & Treasurer

Signature page to Agency Assignment Agreement

Schedule 1

1. Amended and Restated First Lien Credit and Guaranty Agreement, dated June 30, 2006
2. Pledge and Security Agreement (First Lien), dated January 30, 2006
3. Trademark Security Agreement (First Lien), dated January 31, 2006
4. Copyright Security Agreement (First Lien), dated January 31, 2006
5. Patent Security Agreement (First Lien), dated January 31, 2006
6. Intercreditor Agreement, dated January 30, 2006
7. Deposit Account Control Agreement, dated as of January 30, 2006 by and among Fifth Third, Company and GSCP
8. Deposit Account Control Agreement, dated as of January 30, 2006 by and among Fifth Third, X-Rite Holdings, Inc. and GSCP
9. Deposit Account Control Agreement, dated as of January 30, 2006 by and among Fifth Third, Monaco Acquisition Company and GSCP
10. Deposit Account Control Agreement, dated as of January 30, 2006 by and among Fifth Third, Labsphere, Inc. and GSCP
11. Deposit Account Control Agreement, dated as of January 30, 2006 by and among Fifth Third, OTP, Incorporated and GSCP
12. Each other Credit Document under which GSCP has a role or interest as the Administrative Agent or Collateral Agent .