

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
COLOREP, INC.	04/18/2008
TRANSPRINT USA, INC.	04/18/2008
BETA COLOR, LLC	04/18/2008

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	2 North Lake Avenue
Internal Address:	Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	07546044
Application Number:	08430874
Application Number:	08162381
Application Number:	07398460
Application Number:	07356264
Patent Number:	5783007
Patent Number:	5660675
Application Number:	11543449
Application Number:	11690003
Application Number:	11844180
Application Number:	11364640

CORRESPONDENCE DATA

PATENT

500519483

REEL: 020828 FRAME: 0793

CH \$440.00 07546044

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Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen

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ATTORNEY DOCKET NUMBER:

3008309.332273 COLOREP

NAME OF SUBMITTER:

Kimberley A. Lathrop

Total Attachments: 6

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 18th day of April, 2008, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan A, Term Loan B and Credit Agreement dated as of April 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among COLOREP, INC., a Delaware corporation, TRANSPRINT USA, INC., a Virginia corporation, BETA COLOR, LLC, a California limited liability company ("Beta Color", and together with Colorep and Transprint, each individually a "Borrower" and collectively, "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority 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 of such Grantor's Patents and Intellectual Property licenses with respect to Patents to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property license.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this

Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or

in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*

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.

GRANTORS:

COLOREP, INC.,  
a California corporation

By: [Signature]  
Name: Larry Levy  
Title: CEO

TRANSPRINT USA, INC.,  
a Virginia corporation

By: [Signature]  
Name: William Boyd  
Title: PRESIDENT

BETA COLOR, LLC,  
a California limited liability company

By: [Signature]  
Name: Larry Levy  
Title: MANAGER

[Signature Page to Patent Security Agreement]

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_

Name: MARK A. TITO

Title: VICE PRESIDENT

[Signature Page to Patent Security Agreement]

A/72466905

**PATENT**  
**REEL: 020828 FRAME: 0799**

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

<b>Grantor</b>	<b>Country</b>	<b>Description of Patent</b>	<b>Application/ Registration Number</b>	<b>Application/ Registration Date</b>
Colorep, Inc.	USA	Charge Directors For Use In Electro-photographic Compositions and Processes	07/546044	6/28/90 Issued 10/6/92
Colorep, Inc.	USA	Electro-photographic Toner and Process for Manufacturing Same	08/430874	4/28/95 Issued 7/23/96
Colorep, Inc.	USA	Solvation-Based Charge Direction of Electro-photographic Developer Compositions	08/162381	12/3/93 Issued 11/24/98
Colorep, Inc.	USA	Electro-photographic Liquid Developer Composition and Novel Charge Directors for Use Therein	07/398460	8/25/89 Issued 9/3/91
Colorep, Inc.	USA	Stain Elimination in Consecutive Color Toning	07/356264	5/23/89 Issued 12/3/91
Transprint USA, Inc.	USA	Method for Splicing Heat Transfer Printing Paper	5783007	7/21/98
Transprint USA, Inc.	USA	Method and Apparatus for Splicing Heat Transfer Printing Paper	5660675	8/26/97
Colorep, Inc.	Foreign	Solvation-Based Charge Direction of Liquid Electro-photographic Developer Compositions	91902923.1	Issued 6/13/01
Colorep, Inc.	International	Hollow Dot Printing Apparatus And Methods	07/21490	10/4/07
Colorep, Inc.	USA	Hollow Dot Printing Apparatus And Methods	11/543449	10/4/06
Colorep, Inc.	Europe	Electro-photographic Toner and Developer Compositions and Color Reproduction Processes Using Same Patent	90909018.5	Issued 1/26/00
Colorep, Inc.	USA	Time And Temperature Additive Scheduling	11/690003	3/22/07
Colorep, Inc.	International	Time And Temperature Additive Scheduling	2016853	5/22/07
Colorep, Inc.	USA	Pre Heating Printing Apparatus And Methods	11/844180	08/23/07
Colorep, Inc.	USA	Sublimation dyeing of textiles and other materials	11/364640	02/27/06
Colorep, Inc.	Europe	Sublimation dyeing of textiles and other materials	06736358.0	02/27/06