

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

After-Acquired Patent Security Agreement (First Lien)- First Supplemental Filing

CONVEYING PARTY DATA

Name	Execution Date
X-Rite, Incorporated	10/28/2008

RECEIVING PARTY DATA

Name:	Fifth Third Bank, a Michigan banking corporation, as Collateral Agent
Street Address:	Fifth Third Center, 38 Fountain Square Plaza
Internal Address:	MD 109047
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	7412130
Patent Number:	7414752
Patent Number:	7345763
Patent Number:	7339156
Patent Number:	7322527
Patent Number:	7301627
Patent Number:	5369494

CORRESPONDENCE DATA

Fax Number: (312)577-4565

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

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

PATENT

500687917

REEL: 021744 FRAME: 0267

CH \$280.00 7412130

ATTORNEY DOCKET NUMBER:	210196-12
NAME OF SUBMITTER:	Kristin Brozovic
<p>Total Attachments: 5</p> <p>source=PSA- 1st Supplemental#page1.tif</p> <p>source=PSA- 1st Supplemental#page2.tif</p> <p>source=PSA- 1st Supplemental#page3.tif</p> <p>source=PSA- 1st Supplemental#page4.tif</p> <p>source=PSA- 1st Supplemental#page5.tif</p>	

**AFTER-ACQUIRED PATENT SECURITY AGREEMENT (First Lien)  
(FIRST SUPPLEMENTAL FILING)**

THIS AFTER-ACQUIRED PATENT SECURITY AGREEMENT (FIRST LIEN) (FIRST SUPPLEMENTAL FILING), dated as of October 28, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "First Supplemental Patent Security Agreement"), by X-RITE, INCORPORATED, a Michigan corporation, and GRETAGMACBETH, LLC, a Delaware limited liability company (each a "Grantor" and together the "Grantors") in favor of FIFTH THIRD BANK, a Michigan banking corporation, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the "Collateral Agent").

**WITNESSETH:**

**WHEREAS**, each Grantor is party to a Pledge and Security Agreement (First Lien) dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement") entered into by each Grantor, the other grantors party thereto in favor of the Collateral Agent, pursuant to which each Grantor is required to execute and deliver the First Supplemental Patent Security Agreement.

**WHEREAS**, pursuant to the Pledge and Security Agreement, each Grantor executed and delivered to Collateral Agent a Patent Security Agreement, dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), entered into each Grantor and the other grantors party thereto in favor of Collateral Agent.

**WHEREAS**, this First Supplemental Patent Security Agreement shall amend and supplement the Patent Security Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, each Grantor hereby agrees 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. Schedule I to Patent Security Agreement. Schedule I to the Patent Security Agreement is hereby supplemented by adding thereto the Patent Collateral (as defined in the Patent Security Agreement) listed in Exhibit A hereto.

SECTION 3. Applicable Law. This First Supplemental 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.

SECTION 4. Counterparts. This First Supplemental 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.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Collateral Agent pursuant to the Patent Security Agreement (as supplemented by this First Supplemental Patent Security Agreement) and the exercise of any right or remedy by Collateral Agent thereunder are subject to the provisions of the Intercreditor Agreement, dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among X-Rite, Incorporated, a Michigan corporation ("**Company**"), certain Subsidiaries of Company, the Collateral Agent, BNY, as Second Lien Collateral Agent (as defined therein), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the Patent Security Agreement (as supplemented by this First Supplemental Patent Security Agreement), the terms of the Intercreditor Agreement shall govern and control.

SECTION 6. Credit Document. For the avoidance of doubt, this First Supplemental Patent Security Agreement is a Credit Document executed pursuant to the First Lien Credit and Guaranty Agreement, dated as October 24, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Company, certain Subsidiaries of Company, as guarantors, the lenders party thereto from time to time, and Fifth Third Bank, a Michigan banking corporation, as administrative agent and collateral agent and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement).

[Remainder of page intentionally left blank]

In Witness Whereof, Grantor has caused this After-Acquired Patent Security Agreement (First Lien)(First Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**X-RITE, INCORPORATED**, a Michigan corporation

By: 

Name: Thomas J. Vacchiano, Jr.

Title: President

**GRETAGMACBETH, LLC**, a Delaware limited liability company

By: 

Name: Thomas J. Vacchiano, Jr.

Title: President

Accepted and Agreed:

**FIFTH THIRD BANK**, a Michigan banking corporation, as Collateral Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

In Witness Whereof, each Grantor has caused this After-Acquired Patent Security Agreement (First Lien)(First Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**RITE, INCORPORATED**, a Michigan corporation

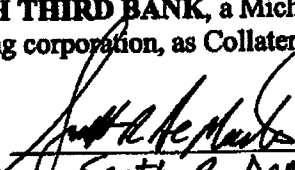
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRETAGMACBETH, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

**FIFTH THIRD BANK**, a Michigan banking corporation, as Collateral Agent

By:   
Name: Scott R. DeMeester  
Title: Vice President

After-Acquired Patent Security Agreement (First Lien)(First Supplemental Filing)

**EXHIBIT A**  
**to**  
**FIRST SUPPLEMENTAL PATENT SECURITY AGREEMENT**  
  
**PATENT REGISTRATIONS AND APPLICATIONS**  
**AND PATENT LICENSES**

Patent Registrations

<b>Grantor</b>	<b>Title of Patent</b>	<b>Patent Number</b>	<b>Issue Date</b>
X-Rite, Incorporated	Fiber optic overmold method and product	US7412130B2	8/12/2008
X-Rite, Incorporated	Scanner and printer profiling system	US7414752B2	8/19/2008
X-Rite, Incorporated	Method for operating a color measurement system	US7345763B2	3/18/2008
X-Rite, Incorporated	Method of creating a color profile for color measurement system	US7339156B2	3/4/2008
X-Rite, Incorporated	Color measurement instrument capable of both strip reading and spot reading	US7322527B2	1/29/2008
X-Rite, Incorporated	Systems and methods for monitoring a process output with a highly abridged spectrophotometer	US7301627B2	11/27/2007
X-Rite, Incorporated	Portable scanning colorimeter	5,369,494	11/29/1994
GretagMacbeth LLC	Dual Illumination Angle Goniometric Spectrophotometer	US7,342,657	03/11/2008