

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	After-Acquired Patent Security Agreement (First Lien) (Second Supplemental Filing)												
CONVEYING PARTY DATA													
<table border="1"><tr><td>Name</td><td>Execution Date</td></tr><tr><td>X-RITE, INCORPORATED</td><td>11/13/2009</td></tr></table>		Name	Execution Date	X-RITE, INCORPORATED	11/13/2009								
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RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>FIFTH THIRD BANK, an Ohio banking corporation, as successor by merger to Fifth Third Bank, a Michigan banking corporation, as Collateral Agent</td></tr><tr><td>Street Address:</td><td>Fifth Third Center, 38 Fountain Square Plaza</td></tr><tr><td>Internal Address:</td><td>MD 109047</td></tr><tr><td>City:</td><td>Cincinnati</td></tr><tr><td>State/Country:</td><td>OHIO</td></tr><tr><td>Postal Code:</td><td>45263</td></tr></table>		Name:	FIFTH THIRD BANK, an Ohio banking corporation, as successor by merger to 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
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
Fax Number: (312)577-4688 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 312-577-8416 Email: carole.dobbins@kattenlaw.com Correspondent Name: Carole Dobbins c/o Katten Muchin Address Line 1: 525 W. Monroe St. Address Line 4: Chicago, ILLINOIS 60661													
ATTORNEY DOCKET NUMBER:	210196-00012												
NAME OF SUBMITTER:	Carole Dobbins												
Total Attachments: 4 source=Second Supplemental Patent Security Agreement#page1.tif													

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

THIS AFTER-ACQUIRED PATENT SECURITY AGREEMENT (FIRST LIEN) (SECOND SUPPLEMENTAL FILING), dated as of November 13, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Supplemental Patent Security Agreement"), by X-RITE, INCORPORATED, a Michigan corporation (the "Grantor") in favor of FIFTH THIRD BANK, an Ohio banking corporation, as successor by merger to 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, 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 the Grantor, the other grantors party thereto in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver the Second Supplemental Patent Security Agreement.

WHEREAS, pursuant to the Pledge and Security Agreement, 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 by Grantor and the other grantors party thereto in favor of Collateral Agent.

WHEREAS, this Second 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, the 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 Second 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 Second 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 Second 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 Second Supplemental Patent Security Agreement), the terms of the Intercreditor Agreement shall govern and control.

SECTION 6. Credit Document. For the avoidance of doubt, this Second 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)(Second 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: Rajesh K. Shah
Name: Rajesh K. Shah
Title: EVP, Chief Financial Officer

Accepted and Agreed:

FIFTH THIRD BANK, an Ohio banking corporation, as successor by merger to Fifth Third Bank, a Michigan banking corporation, as Collateral Agent

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

EXHIBIT A
to
SECOND SUPPLEMENTAL PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND APPLICATIONS
AND PATENT LICENSES

Patent Applications:

Grantor	Title	Application Number	Application Date
X-Rite, Incorporated	Optical assemblies for low cost spectral imaging with high spectral resolution	US12/511603	07/29/2009

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