

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	After-Acquired Patent Security Agreement (Second Lien) (Second Supplemental Filing)
CONVEYING PARTY DATA	
Name	Execution Date
X-Rite, Incorporated	11/13/2009
RECEIVING PARTY DATA	
Name:	THE BANK OF NEW YORK (f/k/a The Bank of New York), as collateral agent
Street Address:	600 E. Las Colinas Boulevard
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12511603
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-756-2132
Email:	scott.kareff@srz.com
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1:	919 Third Avenue
Address Line 2:	22nd Floor
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	014951-0842
NAME OF SUBMITTER:	Scott Kareff (014951-0842)

Total Attachments: 5
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**AFTER-ACQUIRED PATENT SECURITY AGREEMENT (Second Lien)
(SECOND SUPPLEMENTAL FILING)**

This **PATENT SECURITY AGREEMENT (Second Lien) (SECOND SUPPLEMENTAL FILING)**, dated as of November 13, 2009 (as amended, restated, supplemented or otherwise modified from time to time, this "**Second Supplemental Patent Security Agreement**"), by **X-RITE, INCORPORATED**, a Michigan corporation ("**Grantor**"), in favor of **THE BANK OF NEW YORK (f/k/a The Bank of New York)** ("**BNY**"), in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "**Collateral Agent**").

W I T N E S S E T H:

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

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, Grantor hereby agrees with 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 4. 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 5. 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 6. 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 ("**Borrower**"), certain Subsidiaries of Borrower, Fifth Third Bank, a Michigan banking corporation, as First Lien Collateral Agent (as defined therein), 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 7. Credit Document. For the avoidance of doubt, this Second Supplemental Patent Security Agreement is a Credit Document executed pursuant to the Second 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 Borrower, certain Subsidiaries of Borrower, as guarantors, the lenders party thereto from time to time, and BNY, 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).

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IN WITNESS WHEREOF, Grantor has caused this Second Supplemental Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

X-RITE, INCORPORATED.

as Grantor

By: Rajesh K. Shah

Name: Rajesh K. Shah

Title: EVP, Chief Financial Officer

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 

Name:

Title:

Melinda Valentine
Vice President

Second Supplemental Patent Security Agreement (Second Lien)

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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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