

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Color Resolutions International LLC		03/15/2005	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	2361 Morse Road
City:	Columbus
State/Country:	OHIO
Postal Code:	43299
Entity Type:	a National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2660378	COLOR RESOLUTIONS INTERNATIONAL
Registration Number:	2664453	NEWTROL
Registration Number:	1046209	CILC-N-KOTE
Registration Number:	0571779	COD I SPERSION
Registration Number:	0314647	FLASHDRI
Registration Number:	2161469	HYDRO KUP
Registration Number:	0430195	COVINYLBLAK
Registration Number:	0429038	GLOSSET
Registration Number:	1046210	HYDROSPERSE
Registration Number:	1146987	MINI-THERM
Registration Number:	1315261	PACESETTER
Registration Number:	1047446	VARIFLEX

CORRESPONDENCE DATA

OP \$315.00 2660378

Fax Number: (513)381-5823
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (513) 381-0656
Email: tmoore@kohnenpatton.com
Correspondent Name: Terry E. Moore
Address Line 1: 201 E. Fifth Street
Address Line 2: Suite 800
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Terry E. Moore
Signature:	/Terry E Moore HNB04CO001/
Date:	03/15/2005

Total Attachments: 10
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THE HUNTINGTON NATIONAL BANK

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of **March 15, 2005** by **Color Resolutions International LLC**, an Ohio limited liability company, **575 Quality Boulevard, Fairfield, Ohio 45014** (hereinafter the "Debtor") in favor of **The Huntington National Bank**, 105 East Fourth Street, Suite 200A, Cincinnati, Ohio 45202 (hereinafter the "Secured Party"). Debtor and Secured Party hereby agree as follows:

WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party pursuant to the Credit Agreement dated of even date herewith, by and between Debtor and Secured Party, the Revolving Note dated of even date herewith, Term Note A and Term Note B dated of even date herewith, executed by Debtor and made payable to the order of Secured Party, in the original aggregate principal amount of **\$10,500,000.00**, and all agreements, instruments and documents executed or delivered in connection with any of the foregoing or otherwise related thereto (together with any amendments, modifications or restatements thereof, the "Loan Documents").

1. OBLIGATIONS. This assignment of collateral and grant of security interest shall secure all loans, advances, indebtedness and each and every other obligation or liability of Debtor owed to Secured Party and any affiliate of Secured Party, however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, due or to become due, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, whether or not secured by additional collateral, whether originated with Secured Party or owed to others and acquired by Secured Party by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every other obligation or liability arising under the Loan Documents, letters of credit now or hereafter issued by Secured Party or any affiliate of Secured Party for the benefit of or at the request of Debtor, all obligations to perform or forbear from performing acts, and all agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof, and all expenses and attorneys' fees incurred or other sums disbursed by Secured Party and any affiliate of Secured Party under this Agreement or any other document, instrument or agreement related to any of the foregoing (collectively, the "Obligations").

2. COLLATERAL. The Debtor grants to Secured Party a security interest in all right, title and interest of Debtor in the collateral now existing and hereafter arising or acquired by Debtor, regardless of where it is located, and defined as follows (together with all proceeds and products thereof and all additions and accessions thereto, replacements thereof, supporting obligations therefor, guaranties thereof, insurance or condemnation proceeds thereof, documents related thereto, all sales of accounts constituting a right to payment therefrom, all tort or other claims against third parties arising out of damage thereto or destruction thereof, all property received wholly or partly in trade or exchange therefor, all fixtures attached or appurtenant thereto, all leases thereof, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition thereof, or any other interest therein, collectively, the "Collateral"):

- (a) Copyrights; and
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held; and
- (c) Any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held; and
- (d) Patents; and
- (e) Trademarks; and

- (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; and
- (g) All License Rights; and
- (h) All amendment, renewals and extensions of any of the Copyrights, Trademarks or Patents.

3. DEFINITIONS. Certain capitalized terms used but not otherwise defined in this Agreement have the meanings set forth on any exhibit hereto or in the Credit Agreement. All financial accounting terms used in this Agreement but not defined on the exhibits or in the Credit Agreement which are defined by GAAP (as defined in the Credit Agreement) have the meanings given to them by GAAP. All other terms used but not defined in this Agreement have the meanings given to them, if any, in the Ohio Uniform Commercial Code, or, where appropriate, the Uniform Commercial Code adopted in the jurisdiction in which the Collateral is located, as such definitions may be enlarged or expanded from time to time by legislative amendment thereto or judicial decision (the "Uniform Commercial Code"). As used herein, the following capitalized terms shall have the following meanings:

(a) "Copyright" or "Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on *Exhibit A* attached hereto;

(b) "Patent" or "Patents" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on *Exhibit B* attached hereto;

(c) "Trademark" or "Trademarks" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on *Exhibit C* attached hereto, provided that notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and to the extent this Agreement is construed to be an assignment of an Intent to Use Application then such Intent to Use Application(s) shall be excluded from the definition of Trademark for purposes of this Agreement, regardless of whether the mark that is the subject of such Intent to Use Application is listed on Exhibit C or not;

(d) "License Rights" means any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(e) "Lien" means any lien, mortgage, pledge, security interest, charge or other encumbrance of any kind or nature, including any conditional sale or other title retention agreement, any lease in the nature thereof, any agreement to give any security interest, and the authorized filing by or against any person or entity of any financing statement as debtor under the UCC.

(f) "Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or any agency or instrumentality thereof.

4. AFTER ACQUIRED COLLATERAL. Debtor agrees that, should it obtain an ownership interest in any Patent, Copyright, Trademark, License Right or other item of the type described as Collateral, which is not now identified in Exhibits A, B or C: (i) Debtor will give prompt written notice thereof to the Secured Party, (ii) the provisions of Sections 2 shall automatically apply to any such Patent, Copyright, Trademark, License Right or other item of the type described as Collateral, and (iii) any such Patent, Copyright, Trademark, License Right or other item of the

type described as Collateral, shall automatically become part of the Collateral. Debtor authorizes the Secured Party to modify this Agreement by amending Exhibits A, B and C to include any of the Patents, Copyrights, Trademarks, License Rights or other items of the type described as Collateral, which become part of the Collateral under this Section.

5. AUTHORIZATION AND REQUEST. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement or a short form memorandum notice thereof. Debtor hereby authorizes the Secured Party to file one or more financing statements relative to all or any part of the Collateral and the License Rights without the signature of Debtor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering any or all of the Collateral or any part thereof or the License Rights shall be sufficient as a financing statement where permitted by law. Debtor hereby further authorizes Secured Party to file UCC Financing Statements and continuations thereof on behalf of Debtor and Secured Party with respect to the Collateral.

6. COVENANTS AND WARRANTIES. Except as disclosed in *Exhibit 3.6* of the Credit Agreement, Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Debtor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Debtor is party or by which Debtor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment;

(c) During the term of this Agreement, Debtor will not sell, assign or otherwise transfer, create or permit the creation of any Lien on or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Debtor in the ordinary course of business or as set forth in this Agreement;

(d) To its knowledge, each of the Copyrights, Patents and Trademarks is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Debtor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Debtor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing to material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld if Debtor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Debtor shall apply (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, for the registration of those intellectual property rights listed on Exhibit A, B and C hereto within thirty (30) days of the date of this Agreement. Debtor shall, when reasonable business practices suggest it is appropriate, apply for the registration of with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Debtor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Debtor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will

create at the time Debtor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Credit Agreement upon making the filings referred to in clause (i) below;

(i) Except for, and upon, the filing with the Ohio Secretary of State of a UCC-1 financing statement and the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights this Agreement or a memorandum thereof necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Debtor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Collateral is accurate and complete in all material respects;

(k) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Debtor is required, in its commercially reasonable judgment, to accept such provisions;

(l) Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Debtor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

(m) The License Rights are in full force and effect, and Debtor is not in default of any of the License Rights and, to Debtor's knowledge, no event has occurred which with notice or the passage of time, or both, might constitute a default by Debtor under the License Rights.

(n) Debtor hereby represents and warrants that all Copyrights, Patents and Trademarks owned by it and registered in either the United States Patent and Trademark Office in the case of Patents or Trademarks or the United States Copyright Office in the case of Copyrights are set forth on Exhibits A, B and/or C.

7. INSPECTION RIGHTS. Debtor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Debtor, any of Debtor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Debtor and as often as may be reasonably requested.

8. EVENTS OF DEFAULT. Events of Default shall mean those Events of Default as set forth in the Credit Agreement.

9. REMEDIES. Upon the occurrence and until the waiver of an Event of Default, Secured Party may, in addition to any other rights and remedies available to Secured Party at law, under equity, under the terms of the Credit Agreement or any other Loan Document: (a) without further notice to Debtor, at Secured Party's option, declare any note and all of the Obligations to become immediately due and payable in its aggregate amount; provided that the Obligations shall be accelerated automatically and immediately if the Event of Default is a filing under the Bankruptcy Code; and (b) Secured Party may resort to the rights and remedies of a secured party under the Uniform Commercial Code, including but not limited to the right of a secured party to (i) enter any premises of Debtor, with or without legal process and take possession of the Collateral and remove it and any records pertaining thereto and/or remain on such premises and use it for the purpose of collecting, preparing and disposing of the Collateral; and (ii) sell the Collateral at public or private

sale. Debtor will be credited with the net proceeds of any such sale only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Collateral will be satisfied without notice to Debtor if the Collateral is of a type customarily sold on a recognized market or otherwise if such notice is sent to Debtor 10 days prior to such disposition, Debtor will, upon request, assemble the Collateral and any records pertaining thereto and make them available at a place designated by Secured Party. Secured Party may use, in connection with any assembly or disposition of the Collateral, any trademark, tradename, tradestyle, copyright, patent right, trade secret or technical process used or utilized by Debtor. Secured Party shall have nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, any of the Obligations, or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default shall be deemed to be a waiver of any subsequent Event of Default.

10. FURTHER ASSURANCES.

(a) On a continuing basis, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Debtor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral and the License Rights as the Secured Party may reasonably request, all in reasonable detail.

11. POWER OF ATTORNEY. Debtor hereby irrevocably appoints the Secured Party as Debtor's attorney-in-fact, with full authority in Debtor's place, stead and on behalf of Debtor and in Debtor's name or otherwise, from time to time in the Secured Party's sole and absolute discretion, to take any action and to execute any instrument that the Secured Party may reasonably deem necessary or advisable on and after the occurrence of an Event of Default and during the continuance thereof to accomplish the purposes of this Agreement including without limitation:

(i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral:

(ii) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) of this Section; and

(iii) (a) to file any claims or take any action or institute any proceedings that the Secured Party may reasonably deem necessary or desirable for the collection of any of the Collateral, (b) to assign of record in the United States Patent and Trademark Office with respect to Patents and Trademarks or the United States Copyright Office with respect to Copyrights (and each other applicable Governmental Authority) any and all of the Collateral in the Secured Party's name (or the name of any nominee), or (c) otherwise to enforce the rights of the Secured Party with respect to any of the Collateral or the License Rights.

12. INDEMNIFICATION. Debtor agrees to defend, indemnify and hold harmless Secured Party, its affiliates and the respective directors, officers, employees, and agents of the foregoing against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party against them by reason of any matter arising from the transactions contemplated by this Agreement or the repossession, liquidation or sale of the Collateral described herein, and (b) all claims, demands, liabilities, judgments, losses, damages, costs and expenses, joint or several (including all accounting fees and attorneys' fees reasonably incurred), that Secured Party or any such indemnified party may incur arising out of any other Loan Documents or any act taken by Secured Party hereunder except for the willful misconduct

or gross negligence of such indemnified party. The provisions of this Section shall survive the termination of this Agreement.

13. MISCELLANEOUS PROVISIONS.

(a) This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto; however, Debtor may not, without the prior written consent of Secured Party, which may be withheld in Secured Party's sole discretion, assign or transfer any of its rights or delegate any of its rights, remedies or obligations under this Agreement, by operation of law or otherwise. Secured Party (and any subsequent assignee) may transfer and assign any of its rights or delegate any of its duties under this Agreement or may transfer or assign partial interests or participations in the Loans to other persons. Secured Party may disclose to all prospective and actual assignees and participants all financial, business and other information about Debtor which Secured Party may possess at any time.

(b) Debtor acknowledges and agrees that, in addition to the security interests granted herein, Secured Party has a banker's lien and common law right of set-off in and to Debtor's deposits, accounts and credits held by Secured Party and Secured Party may apply or set-off such deposits or other sums against the Obligations upon the occurrence of an Event Default as set forth in this Agreement.

(c) This Agreement contains the entire Agreement of the parties and no oral Agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement.

(d) This Agreement and the other Loan Documents are delivered in, are intended to be performed in, will be construed and enforceable in accordance with and governed by the internal laws of the State of Ohio, without regard to principles of conflicts of law. Debtor agrees that the state and federal courts in Hamilton County, Ohio, or any other court in which Secured Party initiates proceedings have exclusive jurisdiction over all matters arising out of the Loan Documents, and that service of process in any such proceeding shall be effective if mailed to Debtor at its address described in the Notices section of the Credit Agreement. SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(e) Any provision herein which may prove limited or unenforceable under any law or judicial ruling shall not affect the validity or enforceability of the remainder of this Agreement.

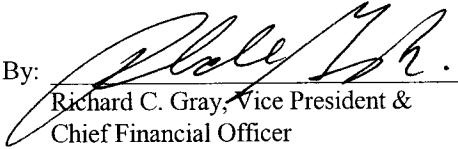
(f) If Debtor fails to pay any tax, assessment, government charge or levy or to maintain insurance within the time permitted by this Agreement or the Credit Agreement, or to discharge any Lien prohibited hereby, or to comply with any other obligation, Secured Party may, but shall not be required to, pay, satisfy, discharge or bond the same on the account of Debtor, and all monies so paid out shall constitute additional indebtedness of Debtor due and payable immediately upon demand and to the extent permitted by law, shall be secured by the Collateral.

(g) Debtor shall remain liable under any contracts and agreements included in the Collateral to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, and Secured Party shall not have any obligation or liability under such contracts and agreements by reason of this Agreement or otherwise.

(h) No delay or omission to exercise any right shall impair any such right or be a waiver thereof, and a waiver on one occasion shall be limited to that particular occasion. This Agreement may be amended only in writing signed by the party against whom enforcement of the amendment is sought.

(i) This Agreement may be executed in counterparts, each of which shall be treated as an original, but all of which together shall constitute but one and the same instrument.

Color Resolutions International LLC

By: 
Richard C. Gray, Vice President &
Chief Financial Officer

215023.4:HNB04.CO001
3/15/2005

The Huntington National Bank

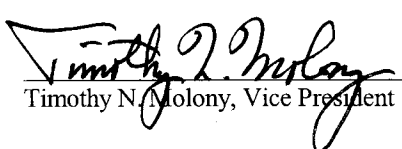
By: 
Timothy N. Molony, Vice President

EXHIBIT A
COPYRIGHTS

- NO REGISTERED COPYRIGHTS -

EXHIBIT B

PATENTS

- NONE -

EXHIBIT C
TRADEMARKS

Mark	Application No.	Registration No.	Filing Date	Issue Date
COLOR RESOLUTIONS INTERNATIONAL	76/147791	2660378	10/16/2000	12/10/2002
NEWTROL	76/277924	2664453	06/28/2001	12/17/2002
CILC-N-KOTE	73/072398	1046209	12/22/1975	08/17/1976
COD I SPERSION (Stylized)	71/634233	0571779	08/21/1952	03/10/1953
FLASHDRI (Stylized)	71/348445	0314647	03/10/1934	07/03/1934
HYDRO KUP	75/199075	2161469	11/18/1996	06/02/1998
COVINYLBLAK (Stylized)	71/498578	0430195	03/20/1946	06/10/1947
GLOSSET	71/500010	0429038	04/11/1946	04/15/1947
HYDROSPERSE	73/072399	1046210	12/22/1975	08/17/1976
MINI-THERM	73/207834	1146987	03/19/1979	02/17/1981
PACESETTER	73/479937	1315261	05/11/1984	01/22/1985
VARIFLEX	73/076931	1047446	02/11/1976	09/07/1976