

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Network Distribution International, Inc.		12/02/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	The Bank of New York		
Street Address:	600 East Las Colinas Blvd.		
Internal Address:	Agent Services, Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1892858	GRAPH-TEK	
Registration Number:	1892860	THE RIGHT STUFF!	
Registration Number:	2703755	NDI NETWORK DISTRIBUTION INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0536 SECOND LIEN T		

OP \$90.00 1892858

NAME OF SUBMITTER:	Joanna Fowler
Signature:	/Joanna Fowler/
Date:	12/19/2005

Total Attachments: 11

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TRADEMARK SECOND LIEN SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of December 5, 2005, by DAY INTERNATIONAL, INC. (the "Borrower"), DAY INTERNATIONAL GROUP, INC. and CERTAIN SUBSIDIARIES OF DAY INTERNATIONAL, INC., as Guarantors (collectively, the "Grantors"), in favor of THE BANK OF NEW YORK, as administrative agent (in such capacity, as the "Administrative Agent") for the benefit of the banks, financial institutions and other entities (the "Lenders") from time to time parties to the Credit and Guarantee Agreement dated as of December 5, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, DAY INTERNATIONAL, INC., (the "Borrower"), has entered into a Credit Agreement, dated as of December 5, 2005, with the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), GOLDMAN SACHS CREDIT PARTNERS L.P., as sole lead arranger and sole syndication agent and THE BANK OF NEW YORK, as administrative agent and collateral agent (in such capacity, the "Administrative and Collateral Agent"), JPMORGAN CHASE BANK, N.A. and PNC BANK NATIONAL ASSOCIATION, as joint documentation agents (in such capacity, the "Documentation Agents").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Borrower and Grantors shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of December 5, 2005, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement") for the ratable benefit of the Secured Parties (as defined in the Second Lien Pledge and Security Agreement).

WHEREAS, under the terms of the Second Lien Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties and, upon the payment in full of all amounts owed to the Secured Parties, has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

WHEREAS, this Agreement is supplemental to the provisions contained in the Second Lien Pledge and Security Agreement and the Credit Agreement and, in the event of an inconsistency among them, the Credit Agreement shall control over the Second Lien Pledge and Security Agreement and the Second Lien Pledge and Security Agreement shall control over this Agreement.

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

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Second Lien Pledge and Security Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. (1) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) any and all agreements granting any right in, to or under Trademarks to which Grantor(s) is a party (whether such Grantor(s) is licensee or licensor thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(2) The foregoing security interest shall terminate upon termination of the Second Lien Pledge and Security Agreement and full and final payment of the Obligations of the Grantor(s) thereunder. Upon termination of this Agreement, at the sole expense of the Grantor(s), the Collateral Agent and/or the Secured Parties, as applicable, shall take such actions as may be necessary to release the Collateral Agent's and the Secured Parties' security interest in the Trademark Collateral.

SECTION 3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Pledge and Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.


SECTION 4. APPLICABLE LAW. This Trademark 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, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. COUNTERPARTS. This Trademark 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.

[Remainder of page intentionally left blank]

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

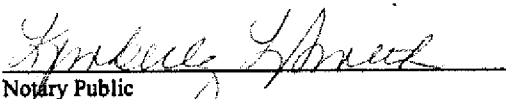
DAY INTERNATIONAL GROUP, INC.

By: 
Name: THOMAS J. ROENIG
Title: VICE PRESIDENT & CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
COUNTY OF MONTGOMERY) ss.

On this 3rd day of December, 2005 before me personally appeared THOMAS J. ROENIG, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

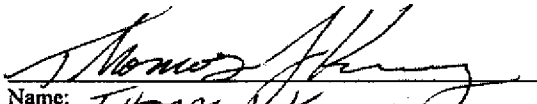
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KIMBERLY L. SMITH, NOTARY PUBLIC
in and for the State of Ohio
My Commission Expires March 5, 2008

[SIGNATURES CONTINUED ON NEXT PAGE]

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

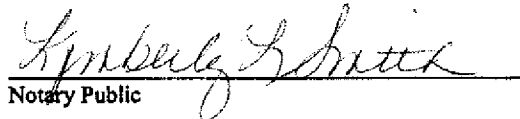
VARN INTERNATIONAL, INC.

By: 
Name: THOMAS J. KOENIG
Title: VICE PRESIDENT & CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
COUNTY OF MONTGOMERY) ss.

On this 2nd day of December, 2005 before me personally appeared THOMAS J. KOENIG, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

KIMBERLY L. SMITH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires March 5, 2008

[SIGNATURES CONTINUED ON NEXT PAGE]

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

NETWORK DISTRIBUTION INTERNATIONAL

By: *Thomas J. Koenig*
Name: THOMAS J. KOENIG
Title: VICE PRESIDENT & CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
COUNTY OF MONTGOMERY) ss.

On this 3rd day of December, 2005 before me personally appeared THOMAS J. KOENIG proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kimberly L. Smith
Notary Public

{seal}

KIMBERLY L. SMITH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires March 5, 2008

[SIGNATURES CONTINUED ON NEXT PAGE]

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

NETWORK DISTRIBUTION INTERNATIONAL,
INC.

By:


Name: THOMAS D. KOENIG
Title: VICE PRESIDENT & CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
COUNTY OF MONTGOMERY)

ss.

On this 3rd day of December __, 2005 before me personally appeared THOMAS D. KOENIG, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

KIMBERLY L. SMITH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires March 5, 2008

[SIGNATURES CONTINUED ON NEXT PAGE]

Accepted and Agreed:

THE BANK OF NEW YORK,
as Administrative Agent

By: Stephen C. Teravol
Name: Stephen C. Teravol
Title: Vice President

[TRADEMARK SECOND LIEN SECURITY AGREEMENT]

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TRADEMARK
REEL: 003213 FRAME: 0035

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations		
Mark	Reg. No.	Reg. Date
ACCOTEX	0362757	11/29/1938
BLUE RIBBON	0850955	06/18/1968
ACCU-DOT	0992111	08/27/1974
SAFE-LOC	0991924	08/27/1974
DAY-FLO	1027195	12/16/1975
MICROCEL	1059934	02/22/1977
ULTRAVEE	1061714	03/22/1977
DIAMOND LOC	1184471	01/05/1982
VARN (& Design)	1329131	04/09/1985
KOMPAC	1329244	04/09/1985
VARN	1331489	04/23/1985
BLUE VELVET	1394569	05/27/1986
DAYGRAPHICA	1423852	01/06/1987
DAVID M	1442091	06/09/1987
DAYTEX	1513334	11/22/1988
WEBMASTER	1595358	05/08/1990
IMAGEMASTER	1595359	05/08/1990
COLORMASTER	1596406	05/15/1990
ECOLOGY THROUGH TECHNOLOGY	1649863	07/09/1991
OVERNIGHT	1661335	10/22/1991
DAY INTERNATIONAL (& Design)	1701423	07/21/1992
FEEDMASTER	1768636	05/04/1993
3000 PATRIOT	1843607	07/05/1994
QUANTA-LITH	1864695	11/29/1994
DISCOVERY 3500	1882942	03/07/1995
GRAPH-TEK	1892858	05/09/1995
THE RIGHT STUFF	1892860	05/09/1995
UV 8100 RESISTER	1914856	08/29/1995
NEWSMAKER	1943372	12/26/1995
T3000 REVOLUTION	1950909	01/23/1996
UVMASTER	1975072	05/21/1996

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TRADEMARK
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U.S. Trademark Registrations		
Mark	Reg. No.	Reg. Date
87 ULTRA	2002607	09/24/1996
LITHOMASTER	2023248	12/17/1996
KOMPAC VAC	2079248	07/15/1997
FOUNTAINPURE	2179560	08/04/1998
STA-PUT	2267388	08/03/1999
LITH-PAK	2279422	09/21/1999
COLORMATIC	2350394	05/16/2000
ROTEC	2470349	07/17/2001
BLUE LIGHT	2472166	07/24/2001
STEEL BACK	2484025	08/28/2001
ANI-LIGHT	2510963	11/20/2001
PRINT PRO	2528068	01/08/2002
CLAIMLOC	2545072	03/05/2002
QL	2552966	03/26/2002
ECO-CLEAN	2571445	05/21/2002
DAYCORR	2596668	07/23/2002
GET THE KNOW-HOW!	2669958	12/31/2002
NDI NETWORK DISTRIBUTION INTERNATIONAL	2703755	04/08/2003
FREEDOM SERIES	2744142	07/29/2003
DECOPRINT	2877818	08/24/2004

Pending U.S. Trademark Applications		
Mark	App. No.	App. Date
DAVID M ADVANTAGE	76365498	01/31/2002
DURAZONE	78290242	08/21/2003
ENVIROFLEX	78455917	07/23/2004
MOTIVATIONAL INCENTIVES	78493954	10/04/2004
DEFINING EXCELLENCE	78551960	01/21/2005
DAY (&Design)	78551973	01/21/2005
FU-CHI	78570283	02/18/2005
FU-CHI PADS	78570303	02/18/2005

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