



08-08-2006

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RECORDATION FORM
TRADEMARK

103288655

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Goldman Sachs Credit Partners, L.P.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached?

Name: Fifth Third Bank
Internal _____
Address: _____
Street Address: MD 109047
City: Cincinnati
State: Ohio
Country: USA Zip: 43263

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other banking corp Citizenship Michigan

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 06/30/2006

Assignment Merger
 Security Agreement Change of Name
 Other (First Lien) Recorded at reel/frame No. 3237/0941

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) _____
(See attached)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deborah Taylor
Internal Address: c/o Latham & Watkins LLP
Street Address: 633 West Fifth Street, Suite 4000
City: Los Angeles
State: CA Zip: 90071
Phone Number: 213-485-1234
Fax Number: 213-891-8763
Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved: 35

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 890.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Deborah Taylor August 3, 2006
Signature Date

Deborah Taylor
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/08/2006 11:00:01
01 FT-1594
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Trademark Assignment Details

Reel/Frame: 3237/0941 Received: 01/31/2006 Recorded: 01/31/2006 Pages: 16
 Attorney Dkt #: 038611-0044
 Conveyance: TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

Total properties: 35

1	Serial #: <u>72112450</u> Mark: X-RITE	Filing Dt: 01/25/1961	Reg #: <u>0721938</u>	Reg. Dt: 09/26/1961
2	Serial #: <u>73324361</u> Mark: X-RITE	Filing Dt: 08/20/1981	Reg #: <u>1232506</u>	Reg. Dt: 03/29/1983
3	Serial #: <u>74125769</u> Mark: X-SCAN	Filing Dt: 12/24/1990	Reg #: <u>1661580</u>	Reg. Dt: 10/22/1991
4	Serial #: <u>74260234</u> Mark: QA-MASTER	Filing Dt: 03/30/1992	Reg #: <u>1806684</u>	Reg. Dt: 11/23/1993
5	Serial #: <u>74559830</u> Mark: PAINT-MASTER	Filing Dt: 08/11/1994	Reg #: <u>1916225</u>	Reg. Dt: 09/05/1995
6	Serial #: <u>74559831</u> Mark: PLASTIC-MASTER	Filing Dt: 08/11/1994	Reg #: <u>1927661</u>	Reg. Dt: 10/17/1995
7	Serial #: <u>74559832</u> Mark: TEXTILE-MASTER	Filing Dt: 08/11/1994	Reg #: <u>1927662</u>	Reg. Dt: 10/17/1995
8	Serial #: <u>74560029</u> Mark: COLORMAIL	Filing Dt: 08/11/1994	Reg #: <u>1916226</u>	Reg. Dt: 09/05/1995
9	Serial #: <u>74560044</u> Mark: MATCHRITE	Filing Dt: 08/11/1994	Reg #: <u>1919420</u>	Reg. Dt: 09/19/1995
10	Serial #: <u>74603650</u> Mark: C	Filing Dt: 11/28/1994	Reg #: <u>1950775</u>	Reg. Dt: 01/23/1996
11	Serial #: <u>74603722</u> Mark: DIGITAL SWATCHBOOK	Filing Dt: 11/28/1994	Reg #: <u>1937127</u>	Reg. Dt: 11/21/1995
12	Serial #: <u>74603724</u> Mark: X-RITECOLOR	Filing Dt: 11/28/1994	Reg #: <u>1948575</u>	Reg. Dt: 01/16/1996
13	Serial #: <u>74610816</u> Mark: MONITOR OPTIMIZER	Filing Dt: 12/14/1994	Reg #: <u>1982081</u>	Reg. Dt: 06/25/1996
14	Serial #: <u>75494761</u> Mark:	Filing Dt: 06/02/1998	Reg #: <u>2288749</u>	Reg. Dt: 10/26/1999
15	Serial #: <u>76165564</u> Mark: VUE-RITE	Filing Dt: 11/15/2000	Reg #: <u>2554104</u>	Reg. Dt: 03/26/2002

16	Serial #: 76230507	Filing Dt: 03/23/2001	Reg #: 2552403	Reg. Dt: 03/26/2002
	Mark: FORMULATION MASTER			
17	Serial #: 76268414	Filing Dt: 06/07/2001	Reg #: 2622225	Reg. Dt: 09/17/2002
	Mark: TELEFLASH			
18	Serial #: 76285930	Filing Dt: 07/10/2001	Reg #: 2599412	Reg. Dt: 07/23/2002
	Mark: SHADEVISION			
19	Serial #: 76285932	Filing Dt: 07/10/2001	Reg #: 2633240	Reg. Dt: 10/08/2002
	Mark: X-RITE			
20	Serial #: 76289959	Filing Dt: 07/25/2001	Reg #: 2673131	Reg. Dt: 01/07/2003
	Mark: COLORMAIL EXPRESS			
21	Serial #: 76325078	Filing Dt: 10/12/2001	Reg #: 2606201	Reg. Dt: 08/06/2002
	Mark: COLOREDESIGNER			
22	Serial #: 76367599	Filing Dt: 02/06/2002	Reg #: 2662907	Reg. Dt: 12/17/2002
	Mark: X-RITECOLOR MASTER			
23	Serial #: 78104723	Filing Dt: 01/24/2002	Reg #: 2768208	Reg. Dt: 09/23/2003
	Mark: E-Z-COLOR			
24	Serial #: 78120768	Filing Dt: 04/10/2002	Reg #: 2792985	Reg. Dt: 12/09/2003
	Mark: DIGITAL STYLE			
25	Serial #: 78217949	Filing Dt: 02/24/2003	Reg #: 2861597	Reg. Dt: 07/06/2004
	Mark: X-RITEDOT			
26	Serial #: 78228533	Filing Dt: 03/21/2003	Reg #: 2861631	Reg. Dt: 07/06/2004
	Mark:			
27	Serial #: 78271544	Filing Dt: 07/08/2003	Reg #: 2903948	Reg. Dt: 11/16/2004
	Mark: ACUGLOSS			
28	Serial #: 78292683	Filing Dt: 08/27/2003	Reg #: 2938921	Reg. Dt: 04/05/2005
	Mark: VERICOLOR			
29	Serial #: 78368873	Filing Dt: 02/17/2004	Reg #: 3091086	Reg. Dt: 05/09/2006
	Mark: SPECTROSYNC			
30	Serial #: 78372050	Filing Dt: 02/23/2004	Reg #: 3006601	Reg. Dt: 10/11/2005
	Mark: STREAMLINED COLOR MANAGEMENT			
31	Serial #: 78388401	Filing Dt: 03/22/2004	Reg #: NONE	Reg. Dt:
	Mark: MATCHSTIK			
32	Serial #: 78389086	Filing Dt: 03/23/2004	Reg #: 3115002	Reg. Dt: 07/11/2006
	Mark: INTELLITRAX			
33	Serial #: 78390639	Filing Dt: 03/25/2004	Reg #: 3021994	Reg. Dt: 11/29/2005
	Mark: PATHFINDER			
34	Serial #: 78400768	Filing Dt: 04/13/2004	Reg #: 3094012	Reg. Dt: 05/16/2006
	Mark: PULSE			
35	Serial #: 78585104	Filing Dt: 03/11/2005	Reg #: NONE	Reg. Dt:

Mark: VERICOLOR SOLO

Assignor

1 X-RITE, INCORPORATED

Exec Dt: 01/31/2006

Entity Type: CORPORATION

Citizenship: MICHIGAN

Assignee

1 GOLDMAN SACHS CREDIT PARTNERS L.P.

85 BROAD STREET

NEW YORK, NEW YORK 10004

Entity Type: LIMITED
PARTNERSHIP

Citizenship: NONE

Correspondence name and address

LATHAM & WATKINS LLP

633 WEST 5TH STREET STE 4000

LOS ANGELES, CA 90071

Search Results as of: 07/22/2006 04:09 PM

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 571-272-3350

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AGENCY ASSIGNMENT AGREEMENT

THIS AGENCY ASSIGNMENT AGREEMENT, dated as of June 30, 2006 (this "Agreement"), by and among GOLDMAN SACHS CREDIT PARTNERS, L.P. ("GSCP"), the Lenders party hereto ("Lenders") and FIFTH THIRD BANK, a Michigan banking corporation ("Fifth Third"), and is acknowledged and agreed to by X-RITE, INCORPORATED, a Michigan corporation ("Company") and each of the Guarantors party hereto. Reference is made to that certain Amended and Restated First Lien Credit Agreement, dated as of June 30, 2006 (the "Credit Agreement"), by the Company, the Lenders party thereto from time to time, GSCP, as Lead Arranger, as Bookrunner and as Syndication Agent (in such capacities, "Syndication Agent"), and GSCP, as Administrative Agent (in such capacity, together with its permitted successors in such capacity, "Administrative Agent") and as Collateral Agent (in such capacity, together with its permitted successor in such capacity, "Collateral Agent").

W I T N E S S E T H

WHEREAS, (a) GSCP desires to resign as Administrative Agent and Collateral Agent under the Credit Agreement, the Pledge and Security Agreement, the Intercreditor Agreement and each of the other Credit Documents set forth on Schedule 1 hereto ("the Assigned Agreements"), (b) Fifth Third desires to succeed GSCP as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements and (c) GSCP desires to assign all of its rights, responsibilities, duties and obligations, to Fifth Third, in each case as further set forth herein;

WHEREAS, each of the Lenders (a) desire to acknowledge, accept and approve GSCP's resignation as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements, (b) desire to acknowledge, accept and approve the appointment of Fifth Third to succeed GSCP as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements and (c) desire to acknowledge, accept and approve the assignment by GSCP of all of its rights, responsibilities, duties and obligations, to Fifth Third, in each case as further set forth herein;

WHEREAS, Credit Parties (a) desire to acknowledge, accept and approve of GSCP's resignation as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements, (b) desire to acknowledge, accept and approve of Fifth Third's appointment as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements and (c) desire to acknowledge, accept and approve the assignment by GSCP of all of its rights, responsibilities, duties and obligations, to Fifth Third, in each case as further set forth herein; and

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement are used herein as defined therein.

2. Resignation of Administrative Agent and Collateral Agent.

Notwithstanding the method and timing of the resignation with respect to the Administrative Agent and Collateral Agent that is set forth in Section 9.7 of the Credit Agreement or any other provision of any of the Assigned Agreements, GSCP hereby resigns as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements, effective as of the date hereof, and the parties hereto acknowledge, accept and approve such resignation (it being understood that Section 9.6 of the Credit Agreement shall continue in effect for the benefit of GSCP in respect of any actions taken or omitted to be taken by it as Administrative Agent and Collateral Agent under the Credit Agreement prior to the date hereof).

3. Appointment of Successor Administrative Agent and Collateral Agent; Assignment of Agency Rights.

(a) Notwithstanding the method of appointment of a successor Administrative Agent and Collateral Agent that is set forth in Section 9.7 of the Credit Agreement or any other provision of any of the Assigned Agreements, effective immediately upon the resignation of GSCP as Administrative Agent and Collateral Agent, the Lenders hereby appoint, and the Credit Parties acknowledge, accept and approve (including, without limitation, for purposes of notice pursuant to Section 10 of each of the Deposit Account Control Agreements listed in paragraphs 7 through 11 on Schedule 1 attached hereto) Fifth Third as the successor Administrative Agent (in such capacity, "Successor Administrative Agent") and as the successor Collateral Agent (in such capacity, "Successor Collateral Agent", collectively with Successor Administrative Agent, the "Successor Agent") under the Credit Agreement and each of the Assigned Agreements.

(b) By virtue of the resignation of GSCP as Administrative Agent and Collateral Agent and the appointment of Successor Agent, all parties hereto acknowledge, accept and approve (including, without limitation, for purposes of notice pursuant to Section 10 of each of the Deposit Account Control Agreements listed in paragraphs 7 through 11 on Schedule 1 attached hereto) that Fifth Third has succeeded (by way of assignment) to all of the rights and interests of the Administrative Agent and the Collateral Agent under all Credit Documents (collectively, the "Agency Rights"), including with respect to all of Collateral Agent's rights and interests as the secured party, on behalf of the Secured Parties, with respect to the Collateral pledged to it pursuant to Section 2.1 of the Pledge and Security Agreement and any other provision of the Pledge and Security Agreement or any other Credit Document and as the holder of any security interest, lien or other encumbrance therein. For the avoidance of doubt, effective as of the date hereof, GSCP, in its respective capacities as Administrative Agent and Collateral Agent, hereby absolutely and unconditionally grants, assigns, transfers, conveys and delivers to the Successor Agent all of GSCP's rights, title, interest, duties and obligations in all of the Agency Rights (the "Agency Assignment") (it being understood that Section 9.6 of the Credit Agreement shall continue in effect for the benefit of GSCP in respect of any actions taken or omitted to be taken by it as Administrative Agent and Collateral Agent under the Credit Agreement prior to the date hereof), and each of the Credit Parties hereby consents to such Agency Assignment. Successor Agent hereby absolutely and unconditionally accepts the foregoing assignment, assumes all of GSCP's rights, duties and obligations as stated above pursuant to this Agreement and agrees to perform and to be bound by all of the terms, covenants and conditions of such rights, title, interest, duties and obligations which arise from and after the date hereof.

(c) GSCP, Successor Agent, the Credit Parties and the Lenders agree to execute any and all instruments, agreements and other documents, including acknowledgments or assignments, reasonably requested by Successor Agent to evidence or otherwise memorialize the Agency Assignment and the succession of Successor Agent to the Agency Rights. In connection with the foregoing, the Collateral Agent hereby agrees to take all steps reasonably requested by Successor Collateral Agent to ensure that Successor Collateral Agent becomes the successor secured party with respect to all security interests, liens and other encumbrances currently existing in favor of Collateral Agent, without any interruption in the perfection or priority currently enjoyed by Collateral Agent. To the extent that for any reason, with respect to any security interest, lien or other encumbrance, the foregoing cannot be accomplished as of the effective date hereof, Collateral Agent hereby agrees to continue to act as agent for the benefit of the Successor Collateral Agent, solely for purposes of maintaining the continued perfection with respect to the relevant security interest, lien or other encumbrance until the first to occur of the consummation of Successor Collateral Agent's succession to Collateral Agent's rights with respect to such security interest, lien or other encumbrance or the 45th day after the effective date hereof. In no event shall Successor Agent be liable for any act or omission of the GSCP as Administrative Agent and Collateral Agent under the Credit Agreement or any Credit Document as a result of its acceptance of appointment as Successor Agent.

(d) The Collateral Agent hereby agrees (i) to deliver (either in physical form with appropriate endorsements or by book-entry transfer) to the Successor Collateral Agent on the date hereof, to such locations and such accounts (being replacement accounts for the existing accounts required under the Indenture) as the Successor Collateral Agent shall have notified the Collateral Agent on or prior to the date hereof, all Collateral constituting cash, securities, investments, financial assets or any other property, including, without limitation, all certificated debt and equity securities (collectively, the "Existing Possessory Collateral"), held by the Collateral Agent in its capacity as such; and (ii) in the event that Collateral Agent receives any Possessory Collateral from and after the date hereof (the "Future Possessory Collateral" and, together with the Existing Possessory Collateral, the "Possessory Collateral"), in error or otherwise, to promptly deliver to the Successor Collateral Agent, to such locations, as the Successor Collateral Agent shall have notified the Collateral Agent from time to time, any such Future Possessory Collateral. The Credit Parties hereby irrevocably direct the Collateral Agent to turn over to the Successor Collateral Agent all such Possessory Collateral, and the Credit Parties expressly acknowledge and agree that, as between the Credit Parties, on the one hand, and the Successor Collateral Agent, on the other hand, only the Successor Collateral Agent may give the Collateral Agent instructions with respect to the delivery of the Possessory Collateral to Successor Collateral Agent, and the Collateral Agent agrees that it will follow any such instructions of the Successor Collateral Agent. Solely to effect the foregoing, the Collateral Agent hereby agrees to continue to act as the "Collateral Agent", for the benefit of the Successor Collateral Agent, solely for purposes of Section 2.1 of the Pledge and Security Agreement until the 45th day after the effective date hereof.

4. Appointment of Swing Line Lender and LC Issuer.

(a) The Company hereby appoints, and the Successor Administrative Agent hereby accepts, acknowledges and agrees the appointment of, Fifth Third to act as “Swing Line Lender” under the Credit Agreement. By providing its countersignature hereto, Fifth Third hereby accepts, acknowledges and agrees to such appointment and shall hereby become the successor “Swing Line Lender” for all purposes under the Credit Agreement.

(b) The Company hereby appoints, and the Successor Administrative Agent hereby accepts, acknowledges and agrees to the appointment of, Fifth Third to act as “Issuing Bank” under the Credit Agreement. By providing its countersignature hereto, Fifth Third hereby accepts, acknowledges and agrees to such appointment and shall hereby become the successor “Issuing Bank” for all purposes under the Credit Agreement.

5. Acknowledgement of GSCP. Upon the effectiveness of this Agreement, GSCP acknowledges and agrees that none of the Credit Parties have any further obligations to GSCP in its capacities as Administrative Agent and Collateral Agent under the Credit Agreement or any Credit Document, provided that, notwithstanding the foregoing or any future termination of the Credit Agreement, the Credit Parties shall remain obligated to GSCP, in its capacities as Administrative Agent and Collateral Agent, with respect to any of their ongoing indemnification obligations under the Credit Agreement.

6. Register. From and after the date of this Agreement, Successor Administrative Agent (or its agent or sub-agent appointed by it) shall maintain at the Principal Office the Register. From and after the date of this Agreement, Company hereby designates the Successor Administrative Agent to serve as Company’s agent solely for purposes of maintaining the Register as provided in Section 2.7 of the Credit Agreement, and Company hereby agrees that, to the extent Successor Administrative Agent serves in such capacity, the Administrative Agent and its officers, directors, employees, agents, sub-agents and affiliates shall constitute “Indemnitees.”

7. Effectiveness. This Agreement shall become effective on and as of the date that the Administrative Agent shall have received counterparts of this Agreement, duly executed and delivered by a duly authorized officer of each of the Credit Parties, the Collateral Agent, the Successor Administrative Agent and the Lenders. This Agreement shall not, except as expressly provided herein, operate as an amendment or waiver of any right, power or remedy of any Lender or the Successor Agent under any of the Credit Documents, nor constitute an amendment or waiver of any provision of any of the Credit Documents. Except as expressly provided herein, all of the provisions and covenants of the Credit Agreement and the other Credit Documents are and shall continue to remain in full force and effect in accordance with the terms thereof and are hereby in all respects ratified and confirmed.

8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9. Amendment of Appendix B of the Credit Agreement. Pursuant to Section 10.5 of the Credit Agreement, each of the parties hereto agrees that Appendix B (Notice Addresses) of the Credit Agreement shall hereby be deemed amended as follows:

(a) the titles of "Administrative Agent" and "Collateral Agent" shall be deleted from the list of titles immediately below "**GOLDMAN SACHS CREDIT PARTNERS L.P.**"; and

(b) the following shall be inserted above "**GOLDMAN SACHS CREDIT PARTNERS L.P.**":

FIFTH THIRD BANK, a Michigan banking corporation, as Administrative Agent, Collateral Agent, Issuing Bank and Swing Line Lender:

Fifth Third Bank
MD 109047
Cincinnati, OH 43263
Attention: Loan Syndications
Telecopier: (513) 534-0875

10. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

11. **WAIVERS OF JURY TRIAL. THE CREDIT PARTIES, THE LENDERS, THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, AND THE SUCCESSOR AGENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.**

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

**GOLDMAN SACHS CREDIT PARTNERS
L.P., as Administrative Agent, as Collateral
Agent and as Lender**

By: William W. Archer

Name: **William W. Archer**
Title: **Managing Director**

Signature page to Agency Assignment Agreement

FIFTH THIRD BANK, a Michigan banking corporation, as Successor Administrative Agent, as Successor Collateral Agent, as Swing Line Lender and as Issuing Bank

By: 

Name: Scott R. DeMeester
Title: Vice President

ACKNOWLEDGED AND AGREED, as of the date
first written above:

X-RITE, INCORPORATED

By: Mary E. Chowning
Name: Mary E. Chowning
Title: Vice President, CFO, Secretary & Treasurer

**LABSPHERE, INC.
OTP, INCORPORATED
MONACO ACQUISITION COMPANY
X-RITE GLOBAL, INCORPORATED
X-RITE HOLDINGS, INC.**

By: Mary E. Chowning
Name: Mary E. Chowning
Title: Vice President, Secretary & Treasurer

Signature page to Agency Assignment Agreement

Schedule 1

1. Amended and Restated First Lien Credit and Guaranty Agreement, dated June 30, 2006
2. Pledge and Security Agreement (First Lien), dated January 30, 2006
3. Trademark Security Agreement (First Lien), dated January 31, 2006
4. Copyright Security Agreement (First Lien), dated January 31, 2006
5. Patent Security Agreement (First Lien), dated January 31, 2006
6. Intercreditor Agreement, dated January 30, 2006
7. Deposit Account Control Agreement, dated as of January 30, 2006 by and among Fifth Third, Company and GSCP
8. Deposit Account Control Agreement, dated as of January 30, 2006 by and among Fifth Third, X-Rite Holdings, Inc. and GSCP
9. Deposit Account Control Agreement, dated as of January 30, 2006 by and among Fifth Third, Monaco Acquisition Company and GSCP
10. Deposit Account Control Agreement, dated as of January 30, 2006 by and among Fifth Third, Labsphere, Inc. and GSCP
11. Deposit Account Control Agreement, dated as of January 30, 2006 by and among Fifth Third, OTP, Incorporated and GSCP
12. Each other Credit Document under which GSCP has a role or interest as the Administrative Agent or Collateral Agent .

TRADEMARK
REEL: 003380 FRAME: 0326

TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

Trademark Security Agreement (First Lien), dated as of January 31, 2006 (as amended, restated, amended and restated or otherwise modified, the "Trademark Security Agreement"), between each of X-RITE, INCORPORATED, a Michigan corporation, LABSPHERE, INC., a New Hampshire corporation, OTP, INCORPORATED, a Michigan corporation, MONACO ACQUISITION COMPANY, a Michigan corporation, X-RITE GLOBAL, INCORPORATED, a Michigan corporation, X-RITE HOLDINGS, INC., a Michigan corporation, (each a "Grantor" and collectively, "the Grantors") and GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement (First Lien) dated as of January 30, 2006 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree 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. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing,

including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

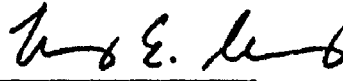
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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.

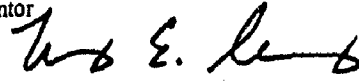
[Remainder of page intentionally left blank]

In Witness Whereof, each 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.

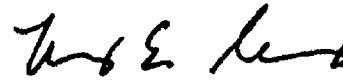
X-RITE, INCORPORATED,
as Grantor

By: 
Name:
Title:

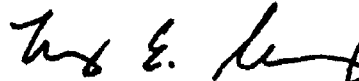
LABSPHERE, INC.,
as Grantor

By: 
Name:
Title:

OTP, INCORPORATED,
as Grantor

By: 
Name:
Title:

MONACO ACQUISITION COMPANY,
as Grantor

By: 
Name:
Title:

Trademark Security Agreement (First Lien)

X-RITE GLOBAL, INCORPORATED,
as Grantor

By: Tom E. Lamb
Name:
Title:

X-RITE HOLDINGS, INC.,
as Grantor

By: Tom E. Lamb
Name:
Title:

Trademark Security Agreement (First Lien)

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: *W W Archer*

Name:
Title:

William W. Archer
Managing Director

Trademark Security Agreement (First Lien)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
X-RITE, INC.

X-Rite, Inc. Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NO.</u> <u>(APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Light Source Computer Images Inc. /X-Rite, Inc.	TMA537900 (0766770)	Canada	COLORTRON
Light Source Computer Images Inc. /X-Rite, Inc.	TMA502816 (0843884)	Canada	PROFILE FACTORY
Light Source Computer Images Inc. /X-Rite, Inc.	4182811	Japan	PROFILE FACTORY
Light Source Computer Images Inc. /X-Rite, Inc.	4227590	Japan	SPECTROCALIBRATOR
Light Source Computer Images Inc. /X-Rite, Inc.	190314	Norway	PROFILE FACTORY
Light Source Computer Images Inc. /X-Rite, Inc.	446874	Switzerland	PROFILE FACTORY
X-Rite, Incorporated	388054	Benelux	X-RITE
X-Rite, Incorporated	818126981	Brazil	X-RITE
X-Rite, Incorporated	TMA283706 (0497644)	Canada	X-RITE
X-Rite, Incorporated	3899159	China (People's Republic)	MATCHRITE
X-Rite, Incorporated	3603040	China (People's Republic)	X (LOGO)
X-Rite, Incorporated	3039044	China (People's Republic)	X-RITE
X-Rite, Incorporated	3039042	China (People's Republic)	X-RITE (CHINESE SIMPLIFIED)
X-Rite, Incorporated	3039043	China (People's Republic)	X-RITE (CHINESE TRADITIONAL)
X-Rite, Incorporated	3651583	China (People's Republic)	X-RITEDOT
X-Rite, Incorporated	VR 1983 03687	Denmark	X-RITE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	002911675	European Community	CARFLASH
X-Rite, Incorporated	003952132	European Community	INTELLITRAX
X-Rite, Incorporated	003646049	European Community	MATCHRITE
X-Rite, Incorporated	003724622	European Community	MATCHSTIK
X-Rite, Incorporated	003951001	European Community	PATHFINDER
X-Rite, Incorporated	003950995	European Community	PULSE
X-Rite, Incorporated	002300614	European Community	TELEFLASH
X-Rite, Incorporated	003231651	European Community	X (LOGO)
X-Rite, Incorporated	003286879	European Community	X-RITEDOT
X-Rite, Incorporated	1591869	France	X-RITE
X-Rite, Incorporated	1054602	Germany	X-RITE
X-Rite, Incorporated	74360	Greece	X-RITE
X-Rite, Incorporated	300035081	Hong Kong	X (LOGO)
X-Rite, Incorporated	B00035/2003	Hong Kong	X-RITE
X-Rite, Incorporated	B10901/2003	Hong Kong	X-RITE (CHINESE SIMPLIFIED)
X-Rite, Incorporated	B11063/2003	Hong Kong	X-RITE (CHINESE TRADITIONAL)
X-Rite, Incorporated	300054198	Hong Kong	X-RITEDOT
X-Rite, Incorporated	109232	Ireland	X-RITE
X-Rite, Incorporated	455016	Italy	X-RITE
X-Rite, Incorporated	4808952	Japan	INTELLITRAX
X-Rite, Incorporated	4787707	Japan	MATCHRITE
X-Rite, Incorporated	4816082	Japan	MATCHSTIK
X-Rite, Incorporated	4896876	Japan	SPECTROSYNC

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	4776248	Japan	X (LOGO)
X-Rite, Incorporated	4775416	Japan	X-RITE
X-Rite, Incorporated	4674637	Japan	X-RITE (IN KATAKANA CHARACTERS)
X-Rite, Incorporated	2707554	Japan	X-RITE
X-Rite, Incorporated	4746776	Japan	X-RITEDOT
X-Rite, Incorporated	852984	Mexico	INTELLITRAX
X-Rite, Incorporated	844333	Mexico	MATCHRITE
X-Rite, Incorporated	852286	Mexico	MATCHSTIK
X-Rite, Incorporated	861562	Mexico	SLINGSHOT
X-Rite, Incorporated	852287	Mexico	SPECTROSYNC
X-Rite, Incorporated	854333	Mexico	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	116838	Norway	X-RITE
X-Rite, Incorporated	196343	Sweden	X-RITE
X-Rite, Incorporated	1193680	United Kingdom	X-RITE
X-Rite, Incorporated	1193681	United Kingdom	X-RITE
X-Rite, Incorporated	1193682	United Kingdom	X-RITE
X-Rite, Incorporated	2,903,948 (78/271,544)	USA	ACUGLOSS
X-Rite, Incorporated	1,950,775 (74/603,650)	USA	C (AND DESIGN)
X-Rite, Incorporated	2,606,201 (76/325,078)	USA	COLORDESIGNER
X-Rite, Incorporated	1,916,226 (74/560,029)	USA	COLORMAIL
X-Rite, Incorporated	2,673,131 (76/289,959)	USA	COLORMAIL EXPRESS
X-Rite, Incorporated	2,792,985 (78/120,768)	USA	DIGITAL STYLE AND DESIGN

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	1,937,127 (74/603,722)	USA	DIGITAL SWATCHBOOK
X-Rite, Incorporated	2,768,208 (78/104,723)	USA	E-Z-COLOR
X-Rite, Incorporated	2,552,403 (76/230,507)	USA	FORMULATION MASTER
X-Rite, Incorporated	1,919,420 (74/560,044)	USA	MATCHRITE
X-Rite, Incorporated	2,288,749 (75/484,761)	USA	MATCHRITE DESIGN
X-Rite, Incorporated	1,982,081 (74/610,816)	USA	MONITOR OPTIMIZER
X-Rite, Incorporated	1,916,225 (74/559,830)	USA	PAINT-MASTER
X-Rite, Incorporated	3,021,994 (78/390,639)	USA	PATHFINDER
X-Rite, Incorporated	1,927,661 (74/559,831)	USA	PLASTIC-MASTER
X-Rite, Incorporated	1,806,684 (74/260,234)	USA	QA-MASTER
X-Rite, Incorporated	2,599,412 (76/285,930)	USA	SHADEVISION
X-Rite, Incorporated	3,006,601 (78/372,050)	USA	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	2,622,225 (76/268,414)	USA	TELEFLASH
X-Rite, Incorporated	1,927,662 (74/559,832)	USA	TEXTILE-MASTER
X-Rite, Incorporated	2,938,921 (78/292,683)	USA	VERICOLOR
X-Rite, Incorporated	2,554,104 (76/165,564)	USA	VUE-RITE

<u>OWNER</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	2,861,631 (78/228,533)	USA	X (LOGO)
X-Rite, Incorporated	1,232,506 (73/324,361)	USA	X-RITE
X-Rite, Incorporated	2,633,240 (76/285,932)	USA	X-RITE
X-Rite, Incorporated	721,938 (72/112,450)	USA	X-RITE
X-Rite, Incorporated	1,948,575 (74/603,724)	USA	X-RITECOLOR
X-Rite, Incorporated	2,662,907 (76/367,599)	USA	X-RITECOLOR MASTER
X-Rite, Incorporated	2,861,597 (78/217,949)	USA	X-RITEDOT
X-Rite, Incorporated	1,661,580 (74/125,769)	USA	X-SCAN

X-Rite, Inc. Trademark Applications:

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	826811914	Brazil	INTELLITRAX
X-Rite, Incorporated	826230083	Brazil	MATCHRITE
X-Rite, Incorporated	826811906	Brazil	MATCHSTIK
X-Rite, Incorporated	826811922	Brazil	PATHFINDER
X-Rite, Incorporated	826810497	Brazil	PULSE
X-Rite, Incorporated	826811264	Brazil	SPECTROSYNC
X-Rite, Incorporated	826816223	Brazil	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	825765838	Brazil	X (LOGO)
X-Rite, Incorporated	825791847	Brazil	X-RITEDOT

<u>OWNER</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
X-Rite, Incorporated	1181815	Canada	X (LOGO)
X-Rite, Incorporated	1185879	Canada	X-RITEDOT
X-Rite, Incorporated	4192770	China (People's Republic)	INTELLITRAX
X-Rite, Incorporated	4192776	China (People's Republic)	MATCHSTIK
X-Rite, Incorporated	4192775	China (People's Republic)	PATHFINDER
X-Rite, Incorporated	4192773	China (People's Republic)	PULSE
X-Rite, Incorporated	4192772	China (People's Republic)	SPECTROSYNC
X-Rite, Incorporated	4192771	China (People's Republic)	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	003951803	European Community	SPECTROSYNC
X-Rite, Incorporated	2004-74139	Japan	STREAMLINED COLOR MANAGEMENT
X-Rite, Incorporated	78/389,086	USA	INTELLITRAX
X-Rite, Incorporated	78/388,401	USA	MATCHSTIK
X-Rite, Incorporated	78/400,768	USA	PULSE
X-Rite, Incorporated	78/368,873	USA	SPECTROSYNC
X-Rite, Incorporated	78/585,104	USA	VERICOLOR SOLO

CHI99 4584061-4.069453.0025

AMENDED SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
LABSPHERE, INC.

Labsphere, Inc. Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NO.</u> <u>(APPLICATION NO.)</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Labsphere, Inc.	2,388,988 (75/340,158)	USA	DURAFLECT
Labsphere, Inc.	2,216,044 (75/340,156)	USA	INFRAGOLD
Labsphere, Inc.	1,357,706 (73/456,497)	USA	LABSPHERE
Labsphere, Inc.	2,870,230 (76/458,556)	USA	OMNICALC
Labsphere, Inc.	2,698,397 (76/170,334)	USA	OMNILED
Labsphere, Inc.	2,410,978 (75/306,426)	USA	OPTOBLACK
Labsphere, Inc.	2,214,176 (75/340,159)	USA	SPECTRAFLECT
Labsphere, Inc.	2,184,061 (75/340,157)	USA	SPECTRALON

CHI99 4584064-4.069453.0025

X-RITE, INCORPORATED
LABSPHERE, INC.
OTP, INCORPORATED
MONACO ACQUISITION COMPANY
X-RITE GLOBAL, INCORPORATED
X-RITE HOLDINGS, INC.
3100 44th Street SW
Grandville, Michigan 49418

June 30, 2006

Fifth Third Bank
38 Fountain Square Plaza
Mail Drop 109047
Cincinnati, Ohio 45263

Re: Trademark Security Agreement (First Lien)

To Whom It May Concern:

Attached please find an amended Schedule I (the "Amended Schedule") to that certain Trademark Security Agreement (First Lien), dated as of January 31, 2006 (the "Trademark Security Agreement"), between each of X-Rite, Incorporated, Labsphere, Inc, OTP, Incorporated, X-Rite Global, Incorporated, X-Rite Holdings, Inc, and Fifth Third Bank (as successor by assignment to Goldman Sachs Credit Partners L.P.). A copy of the Trademark Security Agreement is also provided for your convenience. Terms used but not defined herein shall have the meanings given them in the Trademark Security Agreement.

The Amended Schedule is provided pursuant to Section 2 of the Trademark Security Agreement providing the ability of the parties thereto to amend or supplement Schedule I thereof. By signing below, you hereby accept the Amended Schedule. Each Grantor authorizes the Collateral Agent to make such filings with such governmental agencies as are necessary to properly perfect its security interest in the Trademark Collateral contained in the Amended Schedule. In addition, you agree to release your security interest in those items previously included in the Trademark Collateral and deleted from the Amended Schedule in which the Grantors, in compliance with the Pledge and Security Agreement, no longer have any interest.


All other terms and provisions of the Trademark Security Agreement remain unchanged. This letter may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(signatures follow)

Best regards,

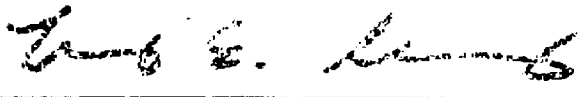
X-RITE, INCORPORATED

By:


Name: Mary E. Chowning
Title: Vice President, CFO, Secretary &
Treasurer

LABSPHERE, INC.
OTP, INCORPORATED
MONACO ACQUISITION COMPANY
X-RITE GLOBAL, INCORPORATED
X-RITE HOLDINGS, INC.

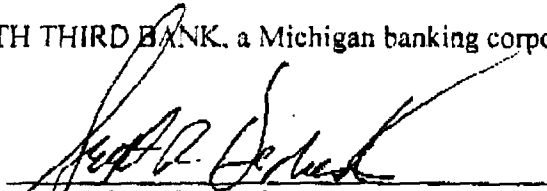
By:


Name: Mary E. Chowning
Title: Vice President, Secretary &
Treasurer

ACCEPTED AND AGREED:

FIFTH THIRD BANK, a Michigan banking corporation

By:



Name: Scott R. DeMeester

Title: Vice President

Attachments

Signature Page to Letter re: Trademark Security Agreement (First Lien)