

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners L.P.		02/07/2007	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Labsphere, Inc.
Street Address:	231 Shaker Street
City:	North Sutton
State/Country:	NEW HAMPSHIRE
Postal Code:	03260
Entity Type:	CORPORATION: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2388988	DURAFLECT
Registration Number:	2216044	INFRAGOLD
Registration Number:	1357706	LABSPHERE
Registration Number:	2870230	OMNICALC
Registration Number:	2698397	OMNILED
Registration Number:	2410978	OPTOBLACK
Registration Number:	2214176	SPECTRAFLECT
Registration Number:	2184061	SPECTRALON

CORRESPONDENCE DATA

Fax Number: (937)449-6405
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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OP \$215.00 2388988

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ATTORNEY DOCKET NUMBER: 4097.49

NAME OF SUBMITTER: Paul M. Ulrich

Signature: /s/Paul M. Ulrich

Date: 02/23/2007

Total Attachments: 4
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PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS, dated February 7, 2007 by GOLDMAN SACHS CREDIT PARTNERS L.P., as collateral agent of the Secured Parties as hereinafter described (the "*Collateral Agent*");

WITNESSETH:

WHEREAS, Goldman Sachs Credit Partners L.P., in its capacity as Collateral Agent for the Secured Parties as defined in the Trademark Security Agreement (Second Lien) referred to below and each of X-Rite, Incorporated, a Michigan corporation, Labsphere, Inc., a New Hampshire corporation, OTP, Incorporated, a Michigan corporation, Monaco Acquisition Incorporated, a Michigan corporation, X-Rite Global, Incorporated, a Michigan corporation, and X-Rite Holdings, Inc., a Michigan corporation (collectively "*the Grantors*") are parties to a certain Trademark Security Agreement (Second Lien) dated January 31, 2006 which was recorded in the United States Patent and Trademark Office on January 31, 2006 at Reel 003237, Frame 0913 (such Trademark Security Agreement (Second Lien) as assigned, amended, supplemented or otherwise modified from time to time hereinafter referred to as the "*Agreement*"), pursuant to which the Grantors granted a security interest in and collateral assignment of certain trademarks, trademark registrations, trademark applications, trademark licenses and certain other related intellectual property (collectively, the "*Trademarks*") to the Collateral Agent; and

WHEREAS, Labsphere, Inc. has requested that the Collateral Agent release its security interests in those certain Trademarks listed on Schedule A and reassign the same to Labsphere, Inc.;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Collateral Agent hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to Labsphere, Inc., without any representation, warranty, recourse or undertaking by the Collateral Agent, all of its right, title and interest, if any, in and to:

- (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 A hereto, (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; and

(b) any and all agreements providing for the granting of any right in or to the Trademarks (whether Labsphere, Inc. is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule A hereto.

THIS IS A PARTIAL RELEASE ONLY; EXCEPT AS TO THE TRADEMARKS SPECIFICALLY
RELEASED HEREBY, THE SECURITY INTEREST PERFECTED BY THE AGREEMENT CONTINUES IN FULL
FORCE AND EFFECT TO THE SAME EXTENT AS IF THIS PARTIAL RELEASE AND REASSIGNMENT OF
TRADEMARKS HAD NOT BEEN FILED.

IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

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

By _____

Name

Title


ROBERT SCHATZMAN
AUTHORIZED SIGNATORY

Signature Page to Partial Release and Reassignment of Trademarks (Second Lien)

TRADEMARK
REEL: 003486 FRAME: 0925

SCHEDULE A
TO PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS
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