

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release and Reassignment for the Trademark Security Agreement (First Lien) originally recorded at Reel 3237, Frame 0941 and assigned at Reel 3380, Frame 0313

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		10/24/2007	banking corporation: MICHIGAN
Goldman Sachs Credit Partners L.P.		10/24/2007	LIMITED PARTNERSHIP: BERMUDA

RECEIVING PARTY DATA

Name:	X-Rite, Incorporated
Street Address:	4300 44th Street, SE
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49512
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	721938	X-RITE
Registration Number:	1232506	X-RITE
Registration Number:	1661580	X-SCAN
Registration Number:	1806684	QA-MASTER
Registration Number:	1916225	PAINT-MASTER
Registration Number:	1927661	PLASTIC-MASTER
Registration Number:	1927662	TEXTILE-MASTER
Registration Number:	1916226	COLORMAIL
Registration Number:	1919420	MATCHRITE
Registration Number:	1950775	C
Registration Number:	1937127	DIGITAL SWATCHBOOK

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Registration Number:	1948575	X-RITECOLOR
Registration Number:	2554104	VUE-RITE
Registration Number:	2552403	FORMULATION MASTER
Registration Number:	2622225	TELEFLASH
Registration Number:	2599412	SHADEVISION
Registration Number:	2633240	X-RITE
Registration Number:	2673131	COLORMAIL EXPRESS
Registration Number:	2606201	COLORDESIGNER
Registration Number:	2662907	X-RITECOLOR MASTER
Registration Number:	2768208	E-Z-COLOR
Registration Number:	2792985	DIGITAL STYLE
Registration Number:	2861597	X-RITEDOT
Registration Number:	2861631	
Registration Number:	2903948	ACUGLOSS
Registration Number:	2938921	VERICOLOR
Registration Number:	3091086	SPECTROSYNC
Registration Number:	3006601	STREAMLINED COLOR MANAGEMENT
Registration Number:	3115002	INTELLITRAX
Registration Number:	3021994	PATHFINDER
Registration Number:	3094012	PULSE
Serial Number:	78388401	MATCHSTIK

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	210196-00012
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	06/03/2008

Total Attachments: 7

TRADEMARK
REEL: 003787 FRAME: 0662

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 24, 2007, by FIFTH THIRD BANK, a Michigan banking corporation, as Successor Collateral Agent ("Successor Collateral Agent").

WITNESSETH:

WHEREAS, 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, and X-RITE HOLDINGS, INC., a Michigan corporation (each a "Grantor" and collectively the "Grantors") and GOLDMAN SACHS CREDIT PARTNERS L.P. (the "Original Collateral Agent"), were parties to that certain Trademark Security Agreement dated as of January 31, 2006 (the "Security Agreement"); capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), pursuant to which Grantors granted a security interest to the Original Collateral Agent in, and a collateral assignment to the Original Collateral Agent of the Trademarks and the Trademark Licenses as security for certain obligations owing by Grantors and certain of its affiliates to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of January 31, 2006, as amended, restated, supplemented or otherwise modified from time to time, by and among Grantors, the Original Collateral Agent and the Lenders; and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 31, 2006 at Reel 3237, Frame 0941;

WHEREAS, the Original Collateral Agent assigned its interest in the Security Agreement to the Successor Collateral Agent on January 21, 2006 pursuant to an Assignment of Trademark Security Agreement (the "Assignment"). The Assignment was recorded in the Trademark Division of the United States Patent and Trademark Office on August 4, 2006 at Reel 3380, Frame 0313; and

WHEREAS, Grantors have requested that the Original Collateral Agent and the Successor Collateral Agent release their security interest in the Trademarks and the Trademark Licenses and reassign the same to Grantors.

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

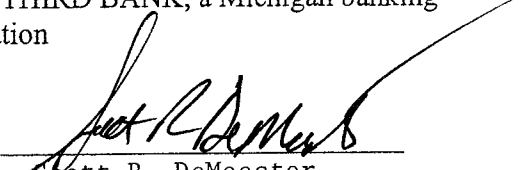
1. The Original Collateral Agent and the Successor Collateral Agent, at the Grantors' sole cost and expense, without recourse, representation or warranty, hereby releases all of its right, title and interest in and to the security interest granted to the Collateral Agent in the Trademarks and the Trademark Licenses pursuant to the Security Agreement and the Pledge and Security Agreement, including, without limitation, the Trademarks and the Trademark Licenses set forth on Schedule 1 hereto.

2. The Original Collateral Agent and the Successor Collateral Agent, at the Grantors' sole cost and expense, hereby reassign, grant and convey to Grantors, without any representation, recourse or undertaking by the Original Collateral Agent and the Successor Collateral Agent, all of the Original Collateral Agent and the Successor Collateral Agent's right, title and interest in and to the Trademarks and the Trademark Licenses.

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IN WITNESS WHEREOF, the Original Collateral Agent and the Successor Collateral Agent have caused this Trademark Release and Reassignment to be duly executed by their duly authorized officers as of the day and year first above written.

FIFTH THIRD BANK, a Michigan banking corporation

By: 
Name: Scott R. DeMeester
Title: Vice President

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Original Collateral Agent and the Successor Collateral Agent have caused this Trademark Release and Reassignment to be duly executed by their duly authorized officers as of the day and year first above written.

FIFTH THIRD BANK, a Michigan banking corporation

By: _____
Name: _____
Title: _____

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: _____
Name: **Robert W. Schatzman**
Title: **Authorized Signatory**

TRADEMARK RELEASE AND REASSIGNMENT

SCHEDULE I

Trademarks:

OWNER	REGISTRATION NO. (APPLICABLE NUMBERS)	COUNTRY	TRADEMARK
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
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	3,115,002 (78/389,086)	USA	INTELLITRAX
X-Rite, Incorporated	1,919,420 (74/560,044)	USA	MATCHRITE
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

Trademark Release and Reassignment

OWNER	REGISTRATION NO. (APPLICATION NO.)	COUNTRY	TRADEMARK
X-Rite, Incorporated	3,094,012 (78/400,768)	USA	PULSE
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	3,091,086 (78/368,873)	USA	SPECTROSYNC
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
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

Trademark Release and Reassignment

OWNER	REGISTRATION NO. (APPLICATION NO.)	COUNTRY	TRADEMARK
X-Rite, Incorporated	1,661,580 (74/125,769)	USA	X-SCAN

Trademark Application:

OWNER	APPLICATION NO.	COUNTRY	TRADEMARK
X-Rite, Incorporated	78/388,401	USA	MATCHSTIK

Trademark Licenses:

Licenses are set forth in Schedule 4.7(b) to the Pledge and Security Agreement.

Trademark Release and Reassignment