

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amendment to Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The ColorMatrix Corporation		04/21/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as US Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3650537	COLORMATRIX	
Registration Number:	3650539		
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	025646-0337		
NAME OF SUBMITTER:	Gayle D. Grocke		
Signature:	/gdg/		

CH \$65.00 3650537

Date:

04/22/2011

Total Attachments: 5

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (“Amendment”), dated as of April 21, 2011 is entered into between THE COLORMATRIX CORPORATION, an Ohio corporation (“Grantor”) and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent for lenders (“Agent”).

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of May 24, 2006 (the “Existing Trademark Security Agreement”) which was filed with the United States Patent and Trademark Office on May 31, 2006 at Reel 003318, Frame 0591 and which granted to Agent, a first priority security interest in all of Grantor’s Trademark Collateral listed on Schedule I attached hereto. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

WHEREAS, the parties desire to amend the Existing Trademark Security Agreement to add additional trademarks to the Existing Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. The schedule attached to the Trademark Security Agreement is hereby amended and supplemented by adding thereto the trademarks listed on Schedule A attached hereto (the “Additional Trademarks”), and the Grantor hereby confirms, ratifies and acknowledges the grant to the Agent of a lien on and security interest in the Additional Trademarks.

2. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Financing Agreement.

3. Representations. Grantor hereby represents and warrants to Agent that this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment. This Amendment may be authenticated by manual signature, facsimile or, if approved by Agent, other electronic means, all of which shall be equally valid.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.


(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[Signature Page Follows]

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

THE COLORMATRIX CORPORATION

By: 
Name: John Gelp
Title: Chief Executive Officer

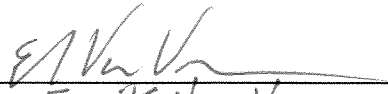
GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

[Signature Page to Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 004527 FRAME: 0146

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Erik Van Vuren
Title: Duly Authorized Signatory

[Signature Page to Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 004527 FRAME: 0147

SCHEDULE A

<u>Trademark</u>	<u>Registration/Application No.</u>
COLORMATRIX	3,650,537
TIGER (Logo)	3,650,539