

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Serigraph Inc.		05/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe, Ste. 20E		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4260058	EZPOP	
Registration Number:	4392820	FORM TECH	
Registration Number:	1616713	SERIGRAPH	
Registration Number:	1674221	SERIGRAPH	
Registration Number:	3159826	3D-LUX	
CORRESPONDENCE DATA			
Fax Number:	6082832275		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	608-257-3501		
Email:	kateelin@michaelbest.com		
Correspondent Name:	Kelly Teelin		
Address Line 1:	1 S. Pinckney St., Ste. 700		
Address Line 2:	Michael Best & Friedrich LLP		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	063053-0407		
NAME OF SUBMITTER:	Kelly Teelin		
SIGNATURE:	/s/ Kelly Teelin		
DATE SIGNED:	05/23/2014		
Total Attachments: 12			

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**REAFFIRMATION AND AMENDMENT TO GENERAL INTANGIBLES
SECURITY AGREEMENT**

This Reaffirmation and Amendment to General Intangibles Security Agreement (the "Reaffirmation") dated as of May 14, 2014, by Serigraph Inc., a Delaware Corporation (the "Company") is made with reference to the following facts:

A. The Company and BMO Harris Bank N.A. (as successor in interest to M&I Marshall & Ilsley Bank, the "Lender") are parties to that certain Credit Agreement dated as of October 5, 2007, as amended (the "Existing Agreement").

B. The Company and the Lender desire to amend and restate the Existing Agreement on the terms and conditions set forth in that certain Amended and Restated Credit and Security Agreement between the Company and the Lender, dated as of May 14, 2014 (the "Amended and Restated Agreement").

C. All of the Company's obligations under the Existing Agreement are secured by that certain General Intangibles Security Agreement dated as of October 5, 2007 (the "GISA") executed by the Company to and for the benefit of the Lender.

D. The Company has requested a modification of the borrowing terms in the Existing Agreement.

E. The Lender will agree to such request upon the terms and conditions set forth in the Amended and Restated Agreement, contingent upon the Company executing and delivering this Reaffirmation.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Company hereby agrees as follows:

1. Definitions. All of the defined terms used herein which are not defined herein shall have the same meaning as set forth in the GISA.

2. Consent and Reaffirmation. The Company consents to the terms of the Amended and Restated Agreement. The GISA is reaffirmed as specifically amended hereby and all of the terms, provisions, agreements and covenants contained in the GISA are incorporated herein by reference and shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby. The Company hereby reaffirms all of its obligations under the GISA.

3. Amendments.

(a) Credit Agreement. The defined term "Credit Agreement" in the GISA shall be amended and restated to mean "that certain Amended and

Restated Credit and Security Agreement between the Company and the Lender, dated as of May 14, 2014, as the same may be amended or otherwise modified from time to time.”

- (b) Obligations. The defined term “Obligations” in the GISA shall be amended to have the definition of such term in the Amended and Restated Agreement.
- (c) Secured Party. The definition of “Secured Party” in the GISA shall be amended and restated to mean “BMO Harris Bank N.A. (and its Affiliates with respect to Credit Product Obligations).”
- (d) Granting Clause. The introductory paragraph in Section 1 of the GISA is hereby amended and restated to read as follows:

“To secure the prompt payment and performance of the Obligations and to further evidence Secured Party’s security interest in the General Intangibles (as hereinafter defined), the Debtor hereby irrevocably mortgages and pledges unto and creates a first priority security interest in for the benefit of the Secured Party with full power of sale upon the occurrences of any Event of Default, all of the Debtor’s right, title and interest throughout the world in and to:”

- (e) Schedules and Exhibits. The Schedules and Exhibits to the GISA are hereby amended and restated in their entirety with the Schedules and Exhibits attached hereto.

4. IP Filings. The Company acknowledges and agrees that the Lender is going to register its security interest in the General Intangibles with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and shall cooperate with the Lender to ensure the Lender’s first priority security interest in the General Intangibles.

5. Representations and Warranties. The Company hereby represents and warrants to the Lender: (a) all of the representations and warranties made by the Company in the GISA are true and correct on the date of this Reaffirmation, except to the extent such representation or warranty relates to a specified earlier date, in which case it continues to be true and correct as of such date; and (b) no default under the GISA has occurred and is continuing as of the date of this Reaffirmation.

6. References. No reference to this Reaffirmation need be made in any instrument or document at any time referring to the GISA, any reference in any such instrument or documents to the GISA to be deemed a reference to the GISA as amended and reaffirmed hereby.

7. Counterparts. This Reaffirmation may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one instrument.

[signatures on next page following]

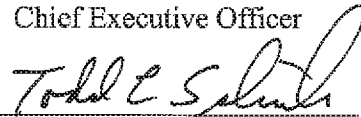
IN WITNESS WHEREOF, the Company has executed and delivered this Reaffirmation as of the date first above written.

SERIGRAPH INC.

By:  _____

Name: John B. Torinus III

Title: Chief Executive Officer

By:  _____

Name: Todd L. Schneider

Title: Chief Financial Officer

BMO HARRIS BANK N.A.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Company has executed and delivered this Reaffirmation as of the date first above written.

SERIGRAPH INC.

By: _____

Name: John B. Torinus III


Title: Chief Executive Officer

By: _____

Name: Todd L. Schneider

Title: Chief Financial Officer

BMO HARRIS BANK N.A.

By: 

Name: Cindy D. H. Throckmole

Title: Managing Director

**SCHEDULES TO REAFFIRMATION AND AMENDMENT TO GENERAL
INTANGIBLES SECURITY AGREEMENT**

- Schedule A - United States patents and applications for patent of Debtor (including Patent/Application No.; Issue Date/Filing Date; Expiration and Renewal Dates; Title; Inventors)
- Schedule B - Patents and applications for patent of Debtor in other countries (including Country; Patent/Application No.; Issue Date/Filing Date; Expiration and Renewal Dates; Title; Inventors)
- Schedule C - United States Copyright registrations and applications for copyright registrations of Debtor (including Registration No; Publication Date; Expiration Date; Description/Title)
- Schedule D - Copyright registrations and applications for copyright registration of Debtor in other countries (including Country; Registration No; Publication Date; Description/Title)
- Schedule E - United States and State trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of Debtor (including Mark; Goods/Classification; Registration No./Serial No.; Registration Date/Filing Date)
- Schedule F - Trademarks, service marks and trade names and applications for registrations of trademarks, service marks and trade names of Debtor in other countries (including Country; Mark; Goods/Classification; Registration No./Serial No.; Registration Date/Filing Date)

Schedule A

United States patents and patent applications of Debtor:

Design Patents

None

Utility Patents

PATENT OR PUB NUMBER / DATE PUBLISHED OR ISSUED	COUNTRY	TITLE	INVENTOR(S)	STATUS
5389053 01/15/2014	Japan	Printed article for displaying images	Scott Scarbrough	Published
7609451 10/27/2009	US	Printed article for displaying images	Scott Scarbrough	Issued
2245498 11/03/2010	EP	Printed article for displaying images	Scott Scarbrough	Published
WO2009100193 08/13/2009	WO	Printed article for displaying images	Scott Scarbrough	Published
2714275 08/13/2009	CA	Printed article for displaying images	Scott Scarbrough	Published
2009212435 04/18/2013	AU	Printed article for displaying images	Scott Scarbrough	Published
2011025639 03/10/2011	KR	Printed article for displaying images	Scott Scarbrough	Published
101983349 03/02/2011	CN	Printed article for displaying images	Scott Scarbrough	Published
201002995 11/19/2010	IN	Printed article for displaying images	Scott Scarbrough	Published
1284870 12/10/2008	EP	Reflective printed article	Scott Scarbrough	Issued
7290803 11/06/2007	US	Reflective article and method of manufacturing same	Scott Scarbrough	Issued
7290802 11/06/2007	US	Second surface micromotion display	Scott Scarbrough	Issued
7048307 05/23/2006	US	Reflective display	Scott Scarbrough Dan Faul	Issued
6856462 02/15/2005	US	Lenticular imaging system and method of manufacturing same	Scott Scarbrough	Issued
6833960 12/21/2004	US	Lenticular imaging system	Scott Scarbrough	Issued
6497567 12/24/2002	US	Multi-purpose processing apparatus	Kurt Eschenfelder Loren Johansen Mike McElhatton Michael Ruminski	Issued

PATENT OR PUB NUMBER / DATE PUBLISHED OR ISSUED	COUNTRY	TITLE	INVENTOR(S)	STATUS
WO2001024984 06/07/2001	WO	Multi-purpose processing apparatus	Kurt Eschenfelder Loren Johansen er	Issued
200119615 05/10/2001	AU	Multi-purpose processing apparatus	Kurt Eschenfelder Loren Johansen	Issued
6701652 03/09/2004	US	Molded emblem with encapsulated embossed 3-D graphics	Michael McElhatton M Reindl M Ruminski	Issued
6113149 09/05/2000	US	Pseudo three-dimensional image display	Eugene Dukat	Issued
968035 01/05/2000	EP	Modular card construction toy	Guillermo Villar	Issued

Schedule B

Patents and patent applications of Debtor in countries other than the United States:

Patents

PATENT NO	ISSUE DATE	TITLE	COUNTRY	INVENTOR(S)
2006100412	February 6 2007	A PRINTED ARTICLE Australian Innovation Patent	Australia	Scott Scarbrough Dan Faul Louis LaSorsa

Schedule C

United States copyright registrations and applications copyright registrations
De t

None

Schedule D

Copyright registrations and applications copyright registration De t in the
countries

None

Schedule E

United States and State registered trademarks trade names and service marks and applications for registrations of trademarks trade names and service marks of Debtor:

U S Trade a Registrati ns

Registe ed Ma s

Ma	Reg N	Issue Date
E POP	4 260 058	12/18/2012
FORM EC	4 392 820	08/27/2013
SERI RAP	1 616 713	10/09/1990
SERI RAP	1 674 221	02/04/1992
3-D LU	3 159 826	10/17/2006

A licati ns

None

STATE TRADEMAR RE ISTRATIONS

None

Schedule

rademarks service marks and trade names and applications for registrations of trademarks service marks and trade names of Debtor in other countries:

Foreign Trademarks and Applications

Registered Marks

Ma	Country	Reg N	Issue Date
SELECTION Classes 1 3 9 10 16 20 21 24 28 35 37 38 42	Israel	820784443	01/24/2006
SELECTION Classes 6 16 20	Israel	820784397	01/03/2006
SERIRAP	Denmark	519538	06/01/1992
SERIRAP Class 17	Israel	818986565	09/15/1998
SERIRAP Class 40	China	5189388	03/03/2006
SERIRAP Class 17	China	3862113	12/26/2003
SERIRAP Class 20	China	3862112	12/26/2003
SERIRAP	France	92423107	06/17/1992
SERIRAP	Germany	2041201	07/26/1993
SERIRAP	India	1479073	08/14/2006
SERIRAP	Italy	1498788	07/02/2012
SERIRAP	Mexico	450847	05/21/1993
SERIRAP	Malaysia	1162726	07/01/2005
SERIRAP	United Kingdom	1500861	05/19/1992
SERIRAP MEXICANA Class 17	Mexico	599920	02/01/1999
SERIRAP MEXICANA Class 20	Mexico	599921	02/01/1999
SERILLUSION	Israel	820863475	10/14/2003

Applications

None

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