

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Katun Corporation		11/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association, as Administrative Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3018200	CLEARCASE	
Registration Number:	2694116	MEDIA SCIENCES	
Registration Number:	3414953	THE SCIENCE OF COLOR	
Registration Number:	3753768	KATUN QUALITY CERTIFIED 360°	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-35720		
NAME OF SUBMITTER:	Dusan Clark		

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TRADEMARK
REEL: 004421 FRAME: 0237

Signature:	/Dusan Clark/
Date:	11/24/2010
Total Attachments: 4 source=Fully Executed Security Interest in Trademarks#page1.tif source=Fully Executed Security Interest in Trademarks#page2.tif source=Fully Executed Security Interest in Trademarks#page3.tif source=Fully Executed Security Interest in Trademarks#page4.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of November 24, 2010 by and from KATUN CORPORATION, a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, the other Borrowers thereunder, Katun Holdings Parent, LLC ("Holdings"), the other Loan Guarantors thereunder, the Lenders and the Grantee have entered into an Amended and Restated Credit Agreement dated as of November 24, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, Holdings and the Loan Guarantors have entered into a Pledge and Security Agreement dated as of September 2, 2008 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor, Holdings and the Loan Guarantors have entered into a Consent and Reaffirmation dated as of November 24, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Reaffirmation Agreement"), which reaffirms the parties' rights and obligations under the Security Agreement.

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations not yet due and payable), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks whether now owned or hereafter acquired by the Grantor, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and

(4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

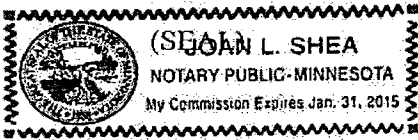
4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

KATUN CORPORATION
By: [Signature]
Name: Carlyle Singer Jones
Title: President and Chief Executive Officer

STATE OF Minnesota)
Anoka COUNTY)

On November 18, 2010, before me, Joan L. Shea, Notary Public, personally appeared Carlyle Singer Jones, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Joan L. Shea
Notary Public, State of Minnesota

My Commission Expires: 31 Jan 2015

Exhibit A

US Trademarks

Jurisdiction	Mark	Reg. No./Reg. Date	Record Owner
US	CLEARCASE	3018200 11/22/2005	Katun Corporation
US	MEDIA SCIENCES	2694116 3/4/2003	Katun Corporation
US	THE SCIENCE OF COLOR	3414953 4/22/2008	Katun Corporation
US	KATUN QUALITY CERTIFIED 360(DEG) & DESIGN	3753768 3/2/2010	Katun Corporation