

09-09-1998



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
COLOR PRELUDE, INC.
NRD 9-8-98

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **COLOR ACQUISITION, INC.**

Internal Address: _____

Street Address: **7600 Energy Parkway**

City: **Baltimore** State: **MD** ZIP: **21226**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **September 3, 1998**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/077920 75/385865 75/398058
75/421117 73/171984 73/400861

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

1,649,216

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Richard H. Zaitlen**

Internal Address: **Suite 1200**
c/o Pillsbury Madison & Sutro LLP

Street Address: **725 South Figueroa Street**

City: **Los Angeles** State: **CA** ZIP: **90017**

6. Total number of applications and registrations involved:..... **07**

7. Total fee (37 CFR 3.41):.....\$ **\$190.00**

Enclosed **40E**
 Authorized to be charged to deposit account

8. Deposit account number:

16-1805

09/09/1998 SSMITH 00000113 161805 75077920
01 FC:481 40.00 CH
02 FC:482 150.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard H. Zaitlen *[Signature]* **September 4, 1998**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **08**

U.S. AND FOREIGN TRADEMARK ASSIGNMENT

THIS U.S. AND FOREIGN TRADEMARK ASSIGNMENT ("Assignment") is effective this 3rd day of September, 1998 ("Effective Date"), from Color Prelude Inc., a Delaware corporation ("Assignor"), to Color Acquisition, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns certain trademarks, service marks and related rights; and

WHEREAS, Assignor and Assignee are both parties to the Asset Purchase Agreement dated as of August 12, 1998 ("Purchase Agreement"), pursuant to which Assignor has agreed to convey such rights to Assignee, and pursuant to Section 2.3 of which, execution and delivery of this Assignment is required on the Closing Date (as defined by the Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following:

1. Any and all trademarks and service marks, trade names, corporate names, logos, rights referred to as "trade dress," and other words, designations, labels, symbols, designs, colors, color combinations, product configurations and indicia used or intended to be used in connection with the Business (as defined by the Purchase Agreement), including any and all United States, state or foreign registrations issued, applications filed, or common-law rights related to any of the foregoing, including without limitation those trademark registrations listed on Schedule A annexed hereto, together with the goodwill of Assignor's business appertaining thereto ("Trademarks");
2. Any and all other rights and privileges provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation the laws of unfair competition; and any and all rights in, to and under any and all licenses and other agreements and documents relating to any of the foregoing ("Related Rights");
3. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the execution of this Assignment, including the right to receive all proceeds and damages therefrom; and

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4. Any and all rights to obtain renewals or other legal protections ("Renewals") pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights and all Renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee in all applicable nations, and to record this Assignment with all appropriate authorities in such nations, including without limitation the nations listed on Schedule A.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date above first written.

COLOR PRELUDE INC.

By: Donald R Smith
Name: DONALD R Smith
Title: VICE PRESIDENT
Date: 9/3/98

COLOR ACQUISITION, INC.

By: _____
Name:
Title:
Date:

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date above first written.

COLOR PRELUDE INC.

By: _____
Name:
Title:
Date:

COLOR ACQUISITION, INC.

By: *Peter J. Olagnack*
Name: Peter J. Olagnack
Title: Secretary
Date: 9/3/98

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SCHEDULE A

<u>Trademark/Country</u>	<u>COUNTRY</u>	<u>Registration Number</u>
COLOR PRELUDE	United States	1,649,216
COLOR PRELUDE	France	1,534,634

In addition, all trademarks, trademark registrations and applications on Schedule 2.1(a) of the disclosure schedule are hereby incorporated by reference.

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	COLOR PRELUDE**		LIQ:SEAL		SHADESEAL		SURESHADE		SHADE-A-PEEL		All & DESIGN		MISCELLANEOUS DESIGN	
	STATUS	Application #	STATUS	Application #	STATUS	Application #	STATUS	Application #	STATUS	Application #	STATUS	Application #	STATUS	Application #
United States	Registered	73/768253	Pending	75/077920	Pending	75/385865	Pending	75/399058	Pending	75/421117	Registered	72/171984	Registered	73/400861
Argentina	Pending	2031759	Pending	2079168	Pending	2148827	Mailed	not issued	No Filing	-	No Filing	-	No Filing	-
Australia	Registered	707953	Registered	733065	Pending	759880	Mailed	not issued	No Filing	-	No Filing	-	No Filing	-
Brazil	Pending	819482501	Pending	819913430	Mailed	not issued	Mailed	not issued	No Filing	-	No Filing	-	No Filing	-
Canada	Pending	816284	Pending	843439	Pending	877354	Mailed	not issued	Mailed	not issued	No Filing	-	No Filing	-
China	Pending	970050686	No Filing	960106588	Mailed	not issued	Mailed	not issued	No Filing	-	No Filing	-	No Filing	-
European Union	Pending	258764	Pending	364422	Pending	811364	Mailed	not issued	Mailed	not issued	No Filing	-	No Filing	-
France	Registered	134752	No Filing	-	No Filing	-	No Filing	-	No Filing	-	No Filing	-	No Filing	-
Japan	Registered	059943/1996	Pending	1087508/14773	Pending	031953-1998	Mailed	not issued	Mailed	not issued	No Filing	-	No Filing	-
South Korea	Pending	17436/1997	Registered	40353/1996	Pending	10183-1998	Mailed	not issued	No Filing	-	No Filing	-	No Filing	-
Thailand	Pending	336058	No Filing	-	Pending	338896	Mailed	not issued	No Filing	-	No Filing	-	No Filing	-

**U.S. Trademark Registration No. 1,649,216