



Tab settings 2-12-99

100966588

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

1. Name of conveying party(ies):
Q2 MARKETING, INC.
52-35 Barnett Avenue
Long Island City, New York 11104
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-State - New York
[ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

3. Nature of conveyance:
[X] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other

Execution Date: as of December 18, 1998

2. Name and address of receiving party(ies):
Name: Q2 MARKETING, LLC
Internal Address:
Street Address: 52-35 Barnett Avenue
City: Long Island City State: NY ZIP: 11104

[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation-State
[X] Other limited liability company - Delaware

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 [X] No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,299,956; 1,918,817; 1,962,227

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Martin P. Michael, Esq.
Internal Address: Ruben Baum Levin Constant & Friedman
Street Address: 30 Rockefeller Plaza
29th Floor
City: New York State: NY ZIP: 10112

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00
[X] Enclosed
[ ] Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.
Martin P. Michael February 11, 1999
Name of Person Signing Date

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

14

02/16/1999 DNGUYEN 00000079 1299956

01 FC:481 40.00 DP
02 FC:482 50.00 DP

OMB No. 0651-0011 (exp. 4/94)

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is dated as of December 18, 1998, and is by and between Q2 MARKETING, INC., a New York corporation, (hereinafter referred to as the "Assignor"), and Q2 MARKETING, LLC, a Delaware limited liability company (hereinafter referred to as the "Assignee").

### WITNESSETH:

WHEREAS, pursuant to a Purchase and Sale Agreement dated as of October 30, 1998, Assignor has sold the majority of its assets to Shorewood Packaging Corporation;

WHEREAS, the shareholders of Assignor have approved a plan of liquidation and intend to dissolve Assignor;

WHEREAS, Assignee has been formed by Assignor in connection with such dissolution; and

WHEREAS, Assignor desires to assign to the Assignee certain of its remaining assets as a liquidating distribution.

NOW, THEREFORE, in consideration of the promises and mutual premises contained herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby grants, assigns, transfers and sets over unto the Assignee and the Assignee hereby accepts the assignment from the Assignor of, all of Assignor's right, title and interest in and to the assets of the Assignor listed below (the "Assets"):

a) any and all intellectual property including patents, trademarks and service marks, including, without limitation, the registered patents set forth in Exhibit "A" hereto, as well as the registered trademarks and service marks set forth in Exhibit "B" hereto, any and all applications for patents or trademarks and any and all associated intellectual property rights, including any licenses of any such patents, trademarks or other rights to, and all licensing and royalty fees derived from, any of the foregoing and any other know-how or contract rights related thereto; and

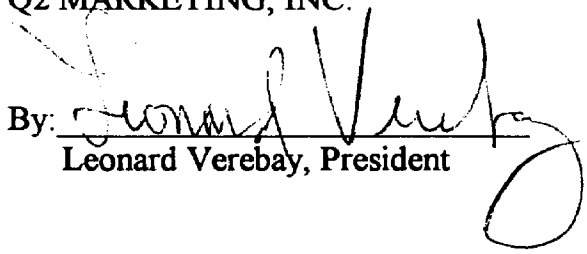
b) the agreement between the Assignor and Pictorial Offset Corporation, dated March 6, 1998, including any and all rights to receive payments or services thereunder.

2. Assignor hereby grants, assigns, transfers and sets over unto the Assignee and the Assignee hereby assumes and agrees to pay, perform and discharge, all of the obligations and liabilities of the Assignor associated with the Assets.

3. Assignor represents and warrants to the Assignee that it is the true owner of the Assets, that the Assets have not heretofore been assigned or hypothecated and are free and clear of all claims, liens and encumbrances, equities or rights whatsoever.

IN WITNESS WHEREOF, the Assignor and the Assignee have entered into this Assignment and Assumption Agreement as of the date first written above.

Q2 MARKETING, INC.

By:   
Leonard Verebay, President

Q2 MARKETING, LLC

By:   
Eric Kaltman, Managing Member

Exhibit A

146423.1

**TRADEMARK**  
**REEL: 1855 FRAME: 0662**

**QUEENS GROUP, INC.  
PATENT PORTFOLIO**

**I. PATENTS GRANTED**

<u>File #</u> <u>Title</u>	<u>U.S. Pat.</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
M-13278 (2163-2) Folding Paperboard Package	5,284,242	Feb. 8, 1994	Covers Original Q-Pack (plastic container & single paper folding sheet)

**Corresponding Foreign Patents Pending**

<u>File #</u> <u>Country</u>	<u>Status</u>
EPC M-13278 (2163-3) European Appln. No. 93304869.6	Pending.
Japan M-13278 (2163-4) Japanese Appln. No. 150636/93	Pending. Request for Examination due 6/22/00.
Thailand M-13278 (2163-5) Thailand Appln. No. 019262	Published. Request for Examination due 1/22/01.
Taiwan M-13278 (2163-10) R.O.C. Patent No. 73138	Issued on 8/21/95. Patent No. 73138.

I. PATENTS GRANTED (cont.)

<u>File #</u> <u>Title</u>	<u>U.S. Pat.</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
P/2163-6 A Folded Paperboard Package	5,377,827	Jan. 3, 1995	Covers new 4-piece Q-pack (plastic container + 4 paper sheets)
P/2163-11 Media Disk Storage Container	5,462,159	Oct. 31, 1995	Covers plastic container for 4-piece Q-pack
P/2163-13 Media Disk Storage Container With Printed Paperboard Sheets	5,551,559	Sep. 3, 1996	Covers 4-piece Q-Pack plastic container with at least one paper sheet on lid, one on base.

Corresponding Foreign Patents Pending

<u>File #</u> <u>Country</u>	<u>Status</u>
EPC P/2163-15 European Appln. No. 95610004.4	Issued. Converted in Spain, UK, Netherlands, France, Germany, and Italy.
Japan P/2163-16 Japanese Appln. No. 7-41410	Published. Request for Examination due 2/7/02.
Canada P/2163-17 Canadian Appln. No. 2141696	Pending.
Mexico P/2163-42 (PCT) Mexican Appln. No. 963242	Allowed.

**II. DESIGN PATENT APPLICATIONS**

<u>File #</u> <u>Title</u>	<u>U.S. Patent</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
D/2163-12 Design for Media Disk Storage Container	Des 393,394	Apr. 14, 1998	Covers ornamental design of plastic container for 4-piece Q-Pack.

**Corresponding Foreign Design Patents**

<u>File #</u> <u>Country</u>	<u>Status</u>
Great Britain D/2163-18 Reg. No. 2046502	Issued 7/27/95. Expires 10/11/99. Renewable for 5-year periods up to total of 20 years.
Canada D/2163-19 Serial No. 1995-0857	Pending.
France D/2163-20 French Design No. 952413	Issued 4/5/96. Expires 11/7/20.
Germany D/2163-21 Design Pat. No. M9503236.3	Issued 10/26/95. Expires 4/6/00. Renewable for 5 year periods up to a total of 20 years.
Italy D/2163-22 Design Appln. No. MI950 000204	Pending.
Japan D/2163-23 Design Patent No. 960230	Issued 5/21/96. Expires 5/21/11. Annuities due beginning 5/21/99.
Netherlands D/2163-24 Benelux Design No. 26108-01/02	Issued 12/21/95.

III. DESIGN PATENT APPLICATIONS (cont.)

<u>File #</u> <u>Title</u>	<u>U.S. Patent</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
D/2163-25 Design for Digital Playstation Video Disk	29/041,663	Jul. 20, 1995	Covers ornamental design of Sony Playstation Q-Pack.

Corresponding Foreign Design Patents

<u>File #</u> <u>Country</u>	<u>Status</u>
Great Britain D/2163-35 Reg. No. 2053279	Issued 7/20/95. Expires 7/20/00. Renewal for 5-year period up to a total of 20 years.
Canada D/2163-36 Ser. No. 1996-0122	Issued.
Netherlands D/2163-37 Benelux Design No. 26978-00	Issued.
France D/2163-38 French Patent No. 960130	Issued.
Germany D/2163-39 Design Patent No. M9600586.6	Issued.
Italy D/2163-40 Design Appln. No. MI960 000036	Pending.
Japan D/2163-41 Design Appln. No. 8-1226	Pending.



**III. DESIGN PATENT APPLICATIONS (cont.)**

<u>File #</u> <u>Title</u>	<u>Serial</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Remarks</u>
D/2163-26 Design for Digital Video Disk Design Pack	Des 395,190	Jun. 16, 1998	Covers ornamental design of DVD Q-Pack.

**Corresponding Foreign Design Patents**

(none)

Exhibit B

146423.1

**TRADEMARK**  
**REEL: 1855 FRAME: 0668**



Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

Reg. No. 1,962,227

**United States Patent and Trademark Office** Registered Mar. 12, 1996

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**TRADEMARK  
PRINCIPAL REGISTER**

**Q-PACK**

QUEENS GROUP, INC. (NEW YORK CORPORATION)  
52-35 BARNETT AVENUE  
LONG ISLAND CITY, NY 11104

FOR: HIGH QUALITY COLOR PRINTED PAPERBOARD AND PLASTIC POINT OF SALE CONTAINERS FOR COMPACT DISCS FOR AUDIO, VIDEO, GAMES, AND INFORMATION

PURPOSES, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 2-1-1993; IN COMMERCE 2-21-1995.

SN 74-424,165, FILED 8-13-1993.

LALITHA MANI, EXAMINING ATTORNEY

Int. Cl.: 16



Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

**United States Patent and Trademark Office**

Reg. No. 1,918,817

Registered Sep. 12, 1995

**TRADEMARK  
PRINCIPAL REGISTER**



QUEENS GROUP, INC. (NEW YORK CORPORATION)  
52-35 BARNETT AVENUE  
LONG ISLAND CITY, NY 11104

FOR: PACKAGING MATERIALS FOR  
AUDIO DISCS, CD-ROMS AND COMPUTER  
PRODUCTS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23,  
29, 37, 38 AND 50).

FIRST USE 2-1-1993; IN COMMENCE  
2-21-1995.

THE MARK CONSIST, IN PART, OF A STAN-  
DARD DEPICTION OF THE LETTER "Q".

SN 74-428,362, FILED 8-23-1993.

DOMINICK J. SALEMI, EXAMINING ATTOR-  
NEY



Nº 1299956

THE UNITED STATES OF AMERICA

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

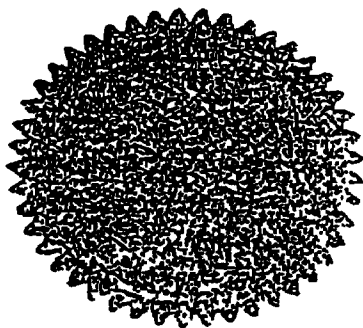
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for Twenty Years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this ninth day of October, 1984.

COMMISSIONER OF PATENTS AND TRADEMARKS