

08-02-2000



M8.0-546 (104-1)

MRO 6.22.00

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TRADEMARKS RECORDATION COVER SHEET

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

1. Name of conveying party(ies):

Color Acquisition, Inc.
7600 Energy Parkway
Baltimore, MD 21226

Corporation-State of Delaware

Additional names(s) of conveying party(ies) attached? NO

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

Color Prelude, Inc.
7600 Energy Parkway
Baltimore, MD 21226

Corporation-State of Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: NO

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? NO

3. Nature of conveyance:

Assignment

Execution Date: June 15, 2000

4. A. Trademark Application No.(s)

U.S. Application Serial No. 75/398,058
U.S. Application Serial No. 75/421,117

B. Trademark Registration No.(s)

U.S. Registration No. 1,649,216
U.S. Registration No. 2,263,695
U.S. Registration No. 2,300,214

Additional numbers attached? NO

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

OSTROLENK, FABER, GERB & SOFFEN, LLP
1180 Avenue of the Americas
New York, New York 10036-8403

6. Total number of documents involved: 5

7. Total fee (37 CFR 3.41): \$140.00

Enclosed is Check No. 094986

In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 15-0700.

DO NOT USE THIS SPACE

8. 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.

Charles P. LaPolla

Name of Person Signing

Signature

June 20, 2000

Date

08/01/2000 DWCLYEN 00000164 75398058

Total number of pages including cover sheet, attachments, and document: 3

01 FC:481
02 FC:482

40.00 DP
100.00 DP

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TRADEMARK
REEL: 002113 FRAME: 0646

U.S. AND FOREIGN TRADEMARK ASSIGNMENT

WHEREAS, COLOR ACQUISITION, INC.(hereinafter "COLOR ACQUISITION"), a Delaware corporation, with offices at 7600 Energy Parkway, Baltimore, Maryland 21226, is the owner of record of certain trademarks, service marks and related rights by virtue of an Assignment dated September 3, 1998 from Color Prelude, Inc. (hereinafter "COLOR PRELUDE"), a Delaware corporation, with offices located at 7600 Energy Parkway, Baltimore, Maryland 21226;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COLOR ACQUISITION hereby assigns, transfers and conveys to COLOR PRELUDE, its successors and assigns forever, COLOR ACQUISITION'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, including any and all United States, state or foreign registrations issued, applications filed, or common law rights related to any of the foregoing which were previously transferred to COLOR ACQUISITION by virtue of the aforementioned September 3, 1998 Assignment, including without limitation those trademark registrations and applications listed on Schedule A annexed hereto and any registrations issuing from any applications listed thereon, together with the goodwill of the 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

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

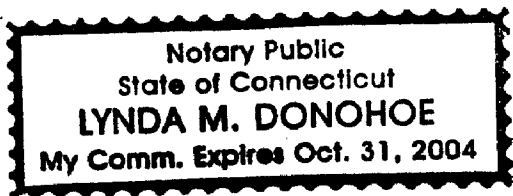
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered.

COLOR ACQUISITION, INC.

By: Wayne W. LeCote
Name: Wayne W. LeCote
Title: President & CEO

Sworn to and subscribed before me
this 15th day of June, 2000.

Lynda M. Donohoe
Notary Public



SCHEDULE A

<u>COUNTRY</u>	<u>APPLICATION SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
United States		1,134,143	AII & Design
Argentina	2,258,246		COLOR PRELUDE
Argentina	2,208,784		COLOR PRELUDE
United States		1,649,216	COLOR PRELUDE
France		1534634	COLOR PRELUDE
European Union	258764		COLOR PRELUDE
Australia		707953	COLOR PRELUDE
Brazil		819482501	COLOR PRELUDE
Japan		4106298	COLOR PRELUDE
China		1194486	COLOR PRELUDE
South Korea		429484	COLOR PRELUDE
Canada	816284		COLOR PRELUDE
European Union		364422	LIQI-SEAL
Japan		4192216	LIQI-SEAL
Japan		4166352	LIQI-SEAL
Australia		733065	LIQI-SEAL
Argentina		1677772	LIQI-SEAL
Brazil		819913430	LIQI-SEAL
Canada	843439		LIQI-SEAL
China		1144467	LIQI-SEAL
South Korea		394294	LIQI-SEAL
United States	75/077,920		LIQI-SEAL
China	9800065001		LIQI-SEAL
United States		1,276,572	MISCELLANEOUS DESIGN
European Union	880484		SHADE A PEEL
Canada	883760		SHADE A PEEL
Japan		4301253	SHADE A PEEL
United States	75/421,117		SHADE A PEEL
Brazil			SHADE A PEEL
China		1307880	SHADESEAL
Japan		4283569	SHADESEAL
South Korea		456979	SHADESEAL
Thailand	358896		SHADESEAL
Brazil	820725323		SHADESEAL
Argentina	2146827		SHADESEAL
Australia	759880		SHADESEAL
Canada	877354		SHADESEAL
European Union	000811364		SHADESEAL
United States		2,263,695	SHADESEAL
Australia		761470	SURESHADE
Canada	878849		SURESHADE
Japan		4290930	SURESHADE
United States	75/398,058		SURESHADE
Argentina		1.748.310	SURESHADE
Brazil			SURESHADE
European Union	829,101		SURESHADE

TRADEMARK

RECORDED: 06/22/2000

REEL: 002113 FRAME: 0649