

11-08-2000



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TRADEMARKS ONLY

10-13-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date: _____
- Merger
- Change of Name
- Other: _____

Conveying Party

Mark if additional names of conveying parties attached

Name: Didde Corporation

75 183246

Execution Date:

September 1, 2000

Formerly: _____

- Individual General Partnership Limited Partnership Corporation Association
- Other: _____
- Citizenship / State of Incorporation / Organization: Kansas

Receiving Party

Mark if additional names of conveying parties attached

Name: ACAS Acquisitions (CHROMAS), Inc.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 2 Bethesda Metro Center

Address (line 2): 14th Floor

Address (line 3): Bethesda

City

MD

State / Country

20814

Zip Code

- Individual General Partnership Limited Partnership If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
- Corporation Association
- Other: _____
- Citizenship / State of Incorporation / Organization: Delaware

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC. 20231

Domestic Representative (for the first Receiving Party Only)

Name: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

Address (line 4): _____

Correspondent Name and Address (for the first Receiving Party Only)

Name: Syreeta Anderson

Address (line 1): ARNOLD & PORTER

Address (line 2): 555 12th Street N.W.

Address (line 3): Suite 1226.4

Address (line 4): Washington, DC 20004-1202

Pages Enter the total number of pages of the attached conveyance document including any attachments: 15

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

75183246	75510633
75561339	75656542
75561751	75474878
75738131	
75183248	
75183245	
75458741	

Number of Properties Enter the total number of properties involved: 10

Fee Amount Fee Amount for Properties Listed (37 C.F.R. 3.41) \$265.00

Method of Payment Enclosed Deposit Account

Deposit Account Number: 01-2510

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized as indicated herein.

Sherrese Smith, Esq.
Name of Person Signing

Sherrese Smith
Signature

10-11-00
Date Signed

ASSIGNMENT AND LICENSE

This Assignment and License Agreement (this "Agreement") is made as of September 1, 2000, by DIDDE CORPORATION, a Kansas corporation ("Didde") with offices at 1200 Graphic Arts Road, Emporia, Kansas, in favor of ACAS ACQUISITIONS (CHROMAS), INC., a Delaware corporation ("ACAS") with offices at 2 Bethesda Metro Center, 14th Floor, Bethesda, Maryland.

WITNESSETH:

WHEREAS, Didde is the sole and exclusive owner of the following:

(i) certain patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Didde now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) certain service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade listed on Schedule B-1 attached hereto and made a part hereof, all copyrights, copyright registrations and copyright applications listed on Schedule B-2 attached hereto and made a part hereof, and the domain names, domain name registrations and domain name applications listed on Schedule B-3 attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Didde now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks"), all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Didde now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"), and all of the foregoing domain names, domain name registrations and domain name applications, together with the items described in clauses (a) through (d), inclusive, in which

Didde now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Domain Names";

(iii) certain trade secret rights in processes, methodologies, technology, specifications and other proprietary information necessary and/or useful in the practice of the inventions disclosed and claimed in the Patents (the "Know-How");

(iv) certain rights and obligations pursuant to its license agreements with any other person or persons with respect to any Patents, Marks, Copyrights and Domain Names, whether Didde is the licensor or the licensee under any such license agreement listed on Schedule C attached hereto and made a part hereof, (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(v) goodwill of Didde's business connected with and symbolized by the Marks and the Domain Names;

(collectively, the "Assigned Rights"); and

WHEREAS, ACAS is desirous of acquiring the entire right, title and interest in, to and under the Assigned Rights;

WHEREAS, Didde is the owner of all right, title and interest in, to and under the Assigned Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment. Didde hereby sells, assigns, transfers and sets over to ACAS the entire right, title and interest in, to and under the Assigned Rights, including the right to recover damages and/or profits that have arisen from infringement of the Assigned Rights, with the same to be held and enjoyed by ACAS for its use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives.

2. License. As of the Closing, ACAS hereby grants to Didde a non-exclusive, royalty free license to use and otherwise practice the patents in any manner for any purpose.

2. Patent and Trademark Filing. Didde hereby authorizes and requests the Commissioner of Patents and Trademarks or other authority responsible for effectuating and/or recording assignments in the country involved, to indicate in its records that ACAS is the assignee of the entire right, title and interest in, to and under the Patents set forth in the attached Schedule A as well as in, to and under the inventions disclosed and claimed in said Patents.

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3. Further Assurances. Didde agrees to execute whatever documents are deemed necessary or desirable by ACAS, its successors, assigns or legal representatives to record transfer of ownership of the Assigned Rights from Didde to ACAS. Didde further agrees that it will, at any time, upon request by ACAS, its successors, assigns or legal representatives, deliver any and all papers that may be necessary or desirable to perfect the title to said Assigned Rights or inventions or to enable ACAS or its successors, assigns or legal representatives to obtain and enforce protection for said Assigned Rights.

4. Attorney-In-Fact. Didde hereby irrevocably constitutes and appoints ACAS its true and lawful attorney with full power of substitution, in its name, reasonably to take any of the actions described in Section 3 hereof if Didde shall not promptly take such actions upon request.

5. Successors and Assigns. This Assignment shall be binding upon Didde and its successors and permitted assigns and shall inure to the benefit of ACAS and its successors and permitted assigns.

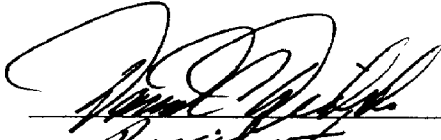
6. Applicable Law. This Assignment and the legal relations between Didde and ACAS will be governed by and construed in accordance with the substantive laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

* * *

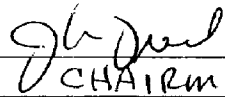
[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN TESTIMONY WHEREOF, Didde has caused these presents to be signed and its corporate seal hereto affixed as of this 1st day of September, 2000.

DIDDE CORPORATION

By: 
Its: President

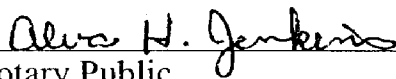
ACAS ACQUISITIONS, INC.

By: 
Its: CHAIRMAN

STATE OF District of Columbia
COUNTY OF _____

On this the 1st day of September 2000, before me, the undersigned notary or justice, personally appeared David C. Didde, who acknowledged himself to be the President of Didde Corporation, a Kansas corporation, and that he, as such authorized officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such authorized officer.

Before me,


Notary Public

My Commission Expires November 30, 2003

Patents

See attached.

DIDDE/CHROMAS PATENTS


*
No.

Title of Patent	Country	Patent Number	Dated Filed	Date of Patent	Owner
Printing Station with Toolless Changeable Plate Cylinder	US	4,878,427	7/27/89	11/7/89	Didde Corporation

Trademarks

See attached.

DIDDE/CHROMAS TRADEMARKS - UNITED STATES

Design & Mark	Country	Filing Date	Serial No.	Goods & Services	Status/ Date Registered	Registration No.	Owner	Security Interest
BAYZELON DRIVE	US	10/17/96	75-183246	Class. 7: Machines for printing presses off-line ink roll drive and parts therefor	Abandoned - No Statement of Use	---	Didde Corp.	---
CHROMAS	US	9/29/98	75-561339	Class. 7: Printing presses and parts therefor Class. 2: Printing press inks; printing presses and parts therefor	Allowed - Statement of Use registration review complete	---	Didde Corp.	A security interest was obtained by CIT Corp. on 1/6/00 and recorded on 1/14/00.
CHROMAS	US	9/29/98	75-561751	Class. 37: Carrying out repair and retrofitting operations on printing press equipment for others Class. 41: Conducting educational services in connection with printing press equipment; namely, providing training with respect to the operation and maintenance of printing press equipment and use of inks therein	Allowed - Notice of Allowance issued	---	Didde Corp.	A security interest was obtained by CIT Corp. on 1/6/00 and recorded on 1/14/00.
 CHROMAS PRINTING TECHNOLOGY and design	US	6/28/99	75-738131	Class. 2: Printing press inks; Class. 7: Printing presses and parts therefor Class. 37: Carrying out repair and retrofitting operations on printing press equipment for others Class. 41: Conducting educational services in connection with printing press equipment; namely, providing training with respect to the operation and maintenance of printing press equipment and use of inks therein	Allowed - ITU processing complete	---	Didde Corp.	---

TRADEMARK


DIDDE/CHROMAS TRADEMARKS - UNITED STATES

Design & Mark	Country	Filing Date	Serial No.	Goods & Services	Status/ Date Registered	Registration No.	Owner	Security Interest
INSTAFLEX	US	10/17/96	75-183248	Class Z: Printing presses and parts therefor	Registered 7/14/98	2173736	Didde Corp.	A security interest was obtained by CIT Corp. on 1/6/00 and recorded on 1/14/00.
INSTANT CHANGE TECHNOLOGY	US	10/17/96	75-183245	Class Z: Printing presses	Registered 7/7/98	2171839	Didde Corp.	A security interest was obtained by CIT Corp. on 1/6/00 and recorded on 1/14/00.
INSTAPREP	US	3/30/98	75-458741	Class Z: Printing presses and parts therefor	Registered 2/22/00	2322354	Didde Corp.	A security interest was obtained by CIT Corp. on 1/6/00 and recorded on 1/14/00.
PRESSTIGE	US	6/29/98	75-510633	Class Z: Printing presses and parts therefor	Allowed - Statement of Use registration review complete	---	Didde Corp.	A security interest was obtained by CIT Corp. on 1/6/00 and recorded on 1/14/00.
PRESSTIGE	US	3/8/99	75-656542	Class Z: Web fed printing presses and parts therefor	Allowed - Notice of Allowance issued	---	Didde Corp.	A security interest was obtained by CIT Corp. on 1/6/00 and recorded on 1/14/00.
PRODUCER	US	4/27/98	75-474878	Class Z: Printing presses and parts therefor	Registered 4/25/00	2346062	Didde Corp.	A security interest was obtained by CIT Corp. on 1/6/00 and recorded on 1/14/00.

TRADEMARK


REEL: 002169 FRAME: 0899

DIDDE/CHROMAS TRADEMARKS - CANADA

Design & Mark	Country	Filing Date	Serial No.	Goods & Services	Status/ Date Registered	Registration No.	Owner	Security Interest
 Chromas Printing Technology Solutions CHROMAS PRINTING TECHNOLOGY and design	Canada	6/1/99	1017354	Printing press inks; printing press equipment, and related accessory components, and parts therefor. Carrying out repair and retrofitting operations on printing press equipment, for others; providing training with respect to the operation and maintenance of printing press equipment and use of inks therein.	Searched	---	Didde Corp.	---
BAYZELON DRIVE	Canada	10/21/96	0826418	Off-line ink roll drive and parts therefor, for the printing industry.	Abandoned - No Statement of Use filed	---	Didde Corp.	---
AQUAFLEX	Canada	9/27/93	0737853	Flexographic press printing and accessories. Maintenance and repair of flexographic press printing and accessories.	Registered 1/27/95	TMA438457	Chromas Technologies Canada, Inc.	A security interest was obtained by CIT Group on 3/27/00.

TRADEMARK

DIDDE/CHROMAS TRADEMARKS - CANADA

Design & Mark	Country	Filing Date	Serial No.	Goods & Services	Status/ Date Registered	Registration No.	Owner	Security Interest
	Canada	3/25/99	1009900	Printing press equipment namely, printing press inks; printing presses and parts therefor. Providing training with respect to the operation and maintenance of printing press equipment and use of ink therein; carrying out repair and retrofitting operations on printing press equipment; conducting educational services in connection with printing press equipment.	Approved 6/26/00	---	Didde Corp.	---
EYE DESIGN	Canada	5/17/99	1015752	Printing press inks; printing press equipment, and related accessory components, and parts therefor. Carrying out repair and retrofitting operations on printing press equipment, for others; providing training with respect to the operation and maintenance of printing press equipment and use of inks therein.	Searched	---	Didde Corp.	---
INSTAFLEX	Canada	10/21/96	0826416	Printing presses and parts therefor.	Registered 10/27/99	TMA518740	Didde Corp.	---
INSTANT CHANGE TECHNOLOGY	Canada	10/21/96	0826417	Printing presses.	Registered 10/27/99	TMA518730	Didde Corp.	---

TRADEMARK

REEL: 002169 FRAME: 0901

DIDDE/CHROMAS TRADEMARKS - EU

Design & Mark	Country	Filing Date	Serial No.	Goods & Services	Status	Registration No.	Owner	Security Interest
CHROMAS	EU	6/1/99	1196237	Application filed for classes 2, 7, 37 and 41. The application was in French; thus, no translation has been provided.	Published		Didde Corp.	---

Copyrights

None.

Domain Names

“chromas.com” registered with Network Solutions, Inc.

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Licenses

License and Development Agreement dated as of October 20, 1996, as amended and novated by Agreement dated as of July 1, 1998 by and among Spectra, Didde, and Digital Label Alliance LLC.

License and Development Agreement dated as of September 30, 1996, by and between Digital Label Alliance, LLC and Didde Corporation, as amended by the First Amendment to the Licensing Agreement dated as of October 19, 1996, by and among Digital Alliance, LLC and Didde Corporation.

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