

11-13-2000



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10-10-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
3/10/2000

Name Konica Photo Service U.S.A., Inc.

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Konica Photo Imaging, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 725 Darlington Avenue

Address (line 2) _____

Address (line 3) Mahwah New Jersey 07430

City

State/Country

Zip Code

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

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

11/09/2000 MTHAI1 00000334 2086564
01 FC:481 40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2086564"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

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.

Mark G. McCreary



10/5/2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

WHEREAS, KONICA PHOTO SERVICE U.S.A., INC. ("Assignor") and KONICA PHOTO IMAGING, INC. ("Assignee"), entered into a certain Assignment, Assumption and Bill of Sale, dated August 25, 1999; and

WHEREAS, effective as of August 1, 1999, Assignor assigned and transferred all of its right, title and interest in and to certain of its assets, including without limitation all of its trademarks, service marks and trade names, and all rights therein, to Assignee; and

WHEREAS, the parties desire to confirm in writing the transfer of such right, title and interest in and to such trademarks, service marks and trade names, and all rights therein, which occurred effective as of August 1, 1999.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor, for itself and its successors and assigns, hereby assigns to Assignee, its successors and assigns, all right, title and interest in and to the trademarks, service marks and trade names set forth on Schedule A attached hereto and made a part hereof, together with the goodwill associated therewith (collectively, the "Marks").

This Assignment of Trademarks, Service Marks and Trade Names includes the right to apply for the registration of any and all of such Marks in any and all jurisdictions where such registration is desired by Assignee, the right to renew any existing registrations, and the right to claim for any and all damages by reason of past infringement of any of such Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors and assigns. Assignor warrants to its successors and assigns that, to the best of Assignor's knowledge, Assignor is the sole owner of such Marks.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks, Service Marks and Trade Names to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of this 20 day of February, 2000.

ATTEST:

KONICA PHOTO SERVICE U.S.A., INC.

By: 

By: 

Name: FRANK SHAPIRO

Name: NOBUO HAYASHI

Title: _____

Title: President

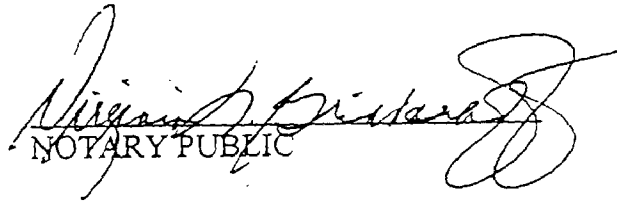
[Corporate Seal]

STATE OF NEW JERSEY

COUNTY OF Passaic

SS.

Before me, a notary public, in and for the State and County aforesaid, on this 28th day of February, 2000, personally appeared Abbas Hagashi, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that he is the President of **KONICA PHOTO SERVICE U.S.A., INC.**, the corporation that executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to such instrument is the corporate seal of said Corporation; that it was affixed by order of the Board of Directors of said Corporation; that he executed said instrument on behalf of said Corporation; and that he was duly authorized to do so, **KONICA PHOTO SERVICE U.S.A., INC.**, intending to be legally bound thereby and intending that said instrument be properly recorded.


NOTARY PUBLIC

My Commission Expires:

VIRGINIA L. BRINKERHOFF
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 3, 2003

Unregistered Marks:

- KONICA ADVANTAGE ADVANCED DIGITAL DYNAMICS [Stylized Letters]
- MAKE IT HAPPEN
- PC PICTUREMASTER
- QUALITY PHOTO SYSTEMS 'OUR FOCUS IS ON QUALITY'
- SMARTPRINT SYSTEM
- SMARTPRINTS

- Variations of any of the registered or unregistered trademarks, service marks and trade names listed on this Exhibit A

- All other registered and unregistered trademarks, service marks and trade names used and owned by Assignor in connection with its photo and imaging goods and services business, together with the goodwill associated therewith.

SCHEDULE A

TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Registered U.S. Trademarks:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Int'l Class</u>
"4' DESIGNERPLUS"	1,670,555	12/31/1991	40
"4' DESIGNERPLUS"	1,663,409	11/5/1991	16
"CUSTOM SERIES"	1,326,497	3/19/1985	40
"DESIGN 35" [Block Letters]	1,296,140	9/18/1984	16, 40
"DESIGNERPRINTS" [Stylized Letters]	1,331,994	4/23/1985	16, 40
"DOUBLE DOUBLE"	1,777,425	6/15/1993	40
"EXPRESS ORDERTRAK"	2,069,938	6/10/1997	40
"FAMILY PHOTOPAK" [and Design]	1,743,093	12/29/1992	16, 40
"FOTO RUSH"	1,167,714	9/1/1981	40
"HORIZON 2000"	1,870,535	12/27/1994	16
"KONICA QUALITY GUARANTEE"	1,856,716	10/4/1994	16, 40
"OUR FOCUS ON QUALITY' KONICA QUALITY PHOTO EAST, INC." [and Design]	1,866,947	12/13/1994	16, 40
"PC PICTURESHOW"	2,114,459	11/18/1997	40
"PHOTO XTRAS"	1,677,909	3/3/1992	40
"PREMIER EDITION"	2,086,450	8/5/1997	16, 40
"TECHLAB"	1,155,090	5/19/1981	40
"YOUR WAY EVERYDAY"	2,108,662	10/28/1997	16, 40

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

WHEREAS, KONICA PHOTO SERVICE U.S.A., INC. ("Assignor") and KONICA PHOTO IMAGING, INC. ("Assignee"), entered into a certain Assignment, Assumption and Bill of Sale, dated August 25, 1999; and

WHEREAS, effective as of August 1, 1999, Assignor assigned and transferred all of its right, title and interest in and to certain of its assets, including without limitation all of its trademarks, service marks and trade names, and all rights therein, to Assignee; and

WHEREAS, the parties desire to confirm in writing the transfer of such right, title and interest in and to such trademarks, service marks and trade names, and all rights therein, which occurred effective as of August 1, 1999.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration; the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor, for itself and its successors and assigns, hereby assigns to Assignee, its successors and assigns, all right, title and interest in and to the trademarks, service marks and trade names set forth on Schedule A attached hereto and made a part hereof, together with the goodwill associated therewith (collectively, the "Marks").

This Assignment of Trademarks, Service Marks and Trade Names includes the right to apply for the registration of any and all of such Marks in any and all jurisdictions where such registration is desired by Assignee, the right to renew any existing registrations, and the right to claim for any and all damages by reason of past infringement of any of such Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors and assigns. Assignor warrants to its successors and assigns that, to the best of Assignor's knowledge, Assignor is the sole owner of such Marks.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks, Service Marks and Trade Names to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of this 25 day of February, 2000.

ATTEST:

KONICA PHOTO SERVICE U.S.A., INC.

By: 

By: 

Name: FRANK SHAPIRO

Name: NOBUO HAYASHI

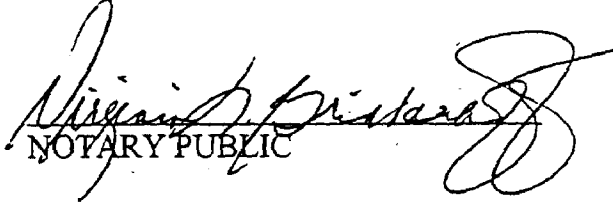
Title: _____

Title: President

[Corporate Seal]

STATE OF NEW JERSEY :
 :
COUNTY OF Passaic : SS.

Before me, a notary public, in and for the State and County aforesaid, on this 28th day of February, 2000, personally appeared Nobuo Hayashi, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that he is the President of **KONICA PHOTO SERVICE U.S.A., INC.**, the corporation that executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to such instrument is the corporate seal of said Corporation; that it was affixed by order of the Board of Directors of said Corporation; that he executed said instrument on behalf of said Corporation; and that he was duly authorized to do so, **KONICA PHOTO SERVICE U.S.A., INC.**, intending to be legally bound thereby and intending that said instrument be properly recorded.


NOTARY PUBLIC

My Commission Expires:

VIRGINIA L. BRINKERHOFF
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 3, 2003

SCHEDULE A

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- Variations of any of the registered or unregistered trademarks, service marks and trade names listed on this Exhibit A

- All other registered and unregistered trademarks, service marks and trade names used and owned by Assignor in connection with its photo and imaging goods and services business, together with the goodwill associated therewith.