

02-02-2001

FORM PTO-1618A
Expires 06/30/99
OMB0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

1.75.01

101602840

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 Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
07/22/97

2050358

Conveying Party Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

07/22/97

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

49505
Zip Code

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

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

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

02/01/2001 DBYRNE 00000134 2050358
01 EC:481 40.00 DP

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="2,050,358"/>	<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
(any deficiency)
(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.

Name of Person Signing

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement (the "Agreement") is made and entered into on July 22, 1997, by and among Wace USA, Inc., a Delaware corporation (the "Company"), and Consolidated Graphics, Inc., a Texas corporation ("CGX"), and Consolidated Etheridge Co., a Michigan corporation (the "Buyer").

RECITALS

A. On or about July 22, 1997, the Company, CGX and the Buyer entered into an Asset Purchase Agreement (the "Purchase Agreement"), which provides, in part, that the Company shall sell, transfer, convey and deliver the Intellectual Property of the Company's division known as "The Etheridge Company" to the Buyer, upon the terms and subject to the conditions set forth in the Purchase Agreement.

B. Capitalized words and phrases used herein and not otherwise defined shall have the same meanings as set forth in the Purchase Agreement.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. Representations and Warranties of the Company. The Company represents and warrants to CGX and the Buyer as follows:

(a) The Company owns all of the right, title and interest in the United States in and to the trade name and service mark "THE ETHERIDGE COMPANY" (the "Service Mark"), the service mark registration therefor (U.S. Trademark Registration No. 2,050,358 issued April 8, 1997), and all goodwill associated therewith.

(b) Except as set forth on Schedule 1(b) hereto, the Service Mark and the registration therefor is free and clear of any encumbrances, liens, claims or rights of third parties.

(c) The Company is not party to any pending suit, opposition proceeding, cancellation proceeding, action, arbitration, government investigation, or other proceeding relating to the Service Mark or to the registration therefor. Except as set forth on Schedule 1(b) hereto, the Company has no Knowledge of any infringements, or threats or claims of infringement of the Service Mark, and has no Knowledge of any claim of infringement made against the Company as a result of its use of the Service Mark, and does not know of any basis for any claim against the Company for its use of the Service Mark.

(d) The Company shall not register, seek to register, use, or offer any services in connection with, the Service Mark or any mark confusingly similar thereto in the United States or anywhere else in the world.

(e) The Company shall not produce any new products bearing the Service Mark and shall cease all use of the Service Mark.

(f) The Company shall not challenge, oppose the use of, petition to cancel, or otherwise object to the Buyer's use or registration of the Service Mark in the United States or any other jurisdiction, both domestic or foreign.

2. **Sale of the Service Mark.** On the date of this Agreement and subject to the terms and conditions of this Agreement and the Purchase Agreement, the Buyer shall purchase the Service Mark and related goodwill from the Company, and the Company shall sell the Service Mark and related goodwill to the Buyer, including the conveyance to the Buyer of all right, title and interest in and to the Service Mark, the service mark registration therefor, all goodwill associated therewith, and all causes of action, rights of recovery and claims for damage or other relief (past, present and future) relating to the Service Mark.

3. **Deed of Sale.** Contemporaneously with the execution of this Agreement, the Company shall execute a Deed of Sale in the form of Exhibit A. If available to the Company, the Company shall, upon execution of this Agreement, deliver to the Buyer all files relating to the Service Mark, including application files, search files, the original Certificate of Registration, and other documents. The Company shall execute and deliver any other documents reasonably requested by the Buyer to give full effect to the sale contained herein, or to enable recording of the transfer of ownership of rights to the Buyer.

4. **Further Assistance.** Upon the Buyer's reasonable request, the Company shall provide the Buyer with all documents or information reasonably available to it, and provide reasonable assistance regarding, relating or pertaining to the Service Mark and its use by the Company, as may from time to time be required by the Buyer in connection with, among other things, any infringement, opposition or cancellation actions, the renewal of any registrations, prosecution of applications or other matters; provided, however, that the Buyer shall reimburse the Company for all reasonable expenses incurred in so assisting the Buyer.

5. **General.**

(a) All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns. This Agreement is entered into for the express benefit of the parties hereto, their successors and permitted assigns, and shall not be deemed, to create in any other person any rights or interest whatsoever, including any right to enforce the terms hereof.

(b) This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

(c) The laws of the State of Michigan shall govern the validity and interpretation hereof, and the performance of the parties hereto of their respective duties and obligations hereunder.

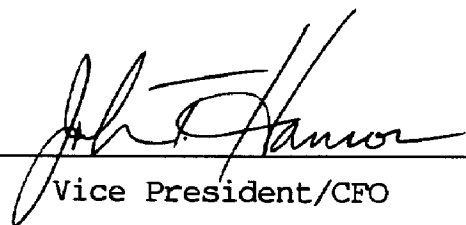
(d) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to make such provision valid and enforceable under applicable law, but if any provision hereof shall be or become prohibited or invalid under any applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without thereby invalidating the remainder of such provision or of any of the remaining provisions hereof.

(e) This Agreement may be amended only by a written agreement executed by the parties.

(f) This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, unless expressly referred to by reference herein or executed concurrently herewith.

This Agreement is entered into on the date first written above.

WACE USA, INC.
a Delaware corporation

By: 
Its: Vice President/CFO

CONSOLIDATED GRAPHICS, INC.
a Texas corporation

By: _____
Its: Vice President

CONSOLIDATED ETHERIDGE CO.
a Michigan corporation

By: _____
Its: Vice President

This Agreement is entered into on the date first written above.

WACE USA, INC.
a Delaware corporation

By: _____
Its:

CONSOLIDATED GRAPHICS, INC.
a Texas corporation

By: *D. Christopher Colville*
Its: Vice President

CONSOLIDATED ETHERIDGE CO.
a Michigan corporation

By: *D. Christopher Colville*
Its: Vice President

EXHIBIT A

DEED OF SALE

Attached.

DEED OF SALE

1. Wace USA, Inc., a Delaware corporation (the "Company"), has adopted, used, is using, and is the owner of the trade name and service mark "THE ETHERIDGE COMPANY" (the "Service Mark") and the service mark registration therefor (U.S. Trademark Registration No. 2,050,358, issued April 8, 1997).

2. Consolidated Graphics, Inc., a Texas corporation, and Consolidated Etheridge Co., a Michigan corporation (Consolidated Graphics, Inc. and Consolidated Etheridge Co., collectively, the "Buyer"), are desirous of acquiring the Service Mark, the service mark registration therefor, and the goodwill related thereto.

3. For good and valuable consideration, receipt of which is hereby acknowledged, the Company hereby sells to the Buyer all right, title and interest in and to the Service Mark, the service mark registration therefor (U.S. Trademark Registration No. 2,050,358 issued April 8, 1997), all goodwill related thereto, and the right to sue and recover for any and all past, present and future infringement thereof.

WACE USA, INC.
a Delaware corporation

By: John T. Hanson
Its: Vice President and CFO

Executed this 22nd day of July, 1997.

On this 22nd day of July, 1997, before me appeared John T. Hanson, known to me personally and in the capacity in which he has signed, and after executing this document acknowledged and affirmed that he did so freely and in the capacity indicated, and that he has the power and authority to do so in that capacity and on behalf of that entity.

Judith A. Homer
Notary Public

My Commission Expires: June 12, 1999



SCHEDULE 1(b)

INFRINGEMENT CLAIMS

Perhaps since as early as late 1996, Mr. Theodore Etheridge has asserted that he has the right to use "THE ETHERIDGE COMPANY" name as a trade name and/or trademark. Mr. Etheridge's assertions have included the following:

- a. A letter agreement dated November 12, 1996, and signed by the Company's former president, Robert Brudzinski, by which Mr. Etheridge asserts that he was released from restrictive covenants contained in the Company's employment agreement with Mr. Etheridge, among them a covenant in which Mr. Etheridge agrees not to make use of any corporate or business name that is identical to or likely to be confused with "THE ETHERIDGE COMPANY" or that might suggest a connection with the business of the Company. The Company contests Mr. Etheridge's assertion that the release gives Mr. Etheridge the right to use "THE ETHERIDGE COMPANY" as a tradename and/or trademark (except perhaps in connection with a business or personal endeavor unrelated to the business of the Company).
- b. Mr. Etheridge's assertion that the Company abandoned the tradename "THE ETHERIDGE COMPANY" over a short period of time in recent years during which time the Company allegedly attempted to cause the Division to use an alternative name. The Company contests Mr. Etheridge's assertion that the Company has abandoned the tradename.

Mr. Daane Etheridge has formed a Michigan corporation under the name "The Etheridge Company". The formation of this corporation, and its registration with the Michigan Department of Commerce, has effectively barred the Company from registering to do business in Michigan under the name "The Etheridge Company". Mr. Daane Etheridge's formation of that company does not, however, create any substantive rights in the name or mark "THE ETHERIDGE COMPANY," and therefore does not constitute a claim of infringement against the Company for its use of "THE ETHERIDGE COMPANY," or a basis for any such claim.

To the Company's Knowledge, to date, Mr. Daane Etheridge is associated with a Michigan corporation named "The Etheridge Company." The use of this corporate name in Michigan has effectively barred the Company from registering to do business in Michigan as "The Etheridge Company," or an equivalent or similar assumed name.

**WACE USA, Inc.
(Illinois Corporation)**

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
THE ETHERIDGE COMPANY	2,050,358	4/8/97