

Street Address: 200 Beasley Drive

City: Franklin

State: Tennessee ZIP: 37064

Entity:

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designation must be a separate document from Assignment.)

3. Nature of Conveyance:

Assignment Change of Name
 Security Agreement Merger
Other _____

Execution Date: December 31, 2000

4. Application number(s) or registration number(s).

Additional sheet attached? Yes No

A. Trademark Appl. No.(s) B. Trademark Reg. No.(s)
_____ 1,900,265; 1,881,749

Additional numbers attached? Yes No

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

Name: James W. McKee

Firm: Fay, Sharpe, Fagan,

Minnich & McKee, LLP

Address: 1100 Superior Avenue

Seventh Floor

City: Cleveland

State: Ohio ZIP: 44114-2518

6. Total number of applications and registrations involved: 2

7. Total fee (37 C.F.R. 3.41): \$ 65.00

Enclosed--- The Commissioner is hereby authorized to charge any additional fees which may be required or credit any overpayment to Deposit Account No. 06-0308.

Authorized to be charge to deposit account

8. Deposit Account Number (attach duplicate copy of this form if paying by Deposit Account): _____

DO NOT USE THIS SPACE

9. Statement and signature.

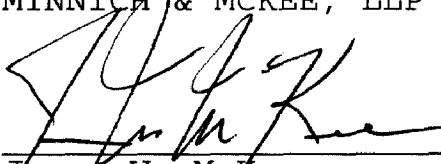
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & MCKEE, LLP

October 17, 2001

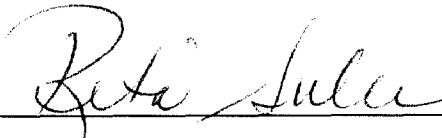
Date


James W. McKee
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2518
(216) 861-5582

Total number of pages including cover sheet, attachments, and document: 9

CERTIFICATE OF MAILING

I hereby certify that this RECORDATION FORM COVER SHEET (w/attached Assignment) is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231, on October 17, 2001.

By 



TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into and made effective as of the 31st day of December, 2000 between Future Graphics, Inc., a corporation of the State of California, having a place of business at 20675 Nordhoff Street, Chatsworth, California 91311 ("Graphics"), and Nu-kote Imperial, Ltd., a corporation of the State of Delaware, having a place of business at 200 Beasley Drive, Franklin, Tennessee 37064 ("Imperial").

WHEREAS, Graphics is the owner of those trademarks which are registered or the subject of pending applications to register in the United States Patent and Trademark Office and/or foreign trademark offices and identified on the attached Schedule A (hereinafter Trademarks);

WHEREAS, Graphics and Imperial are each debtors in the jointly administered and substantively consolidated bankruptcy case of Nu-kote International, Inc., et al., Case No. 398-10600, currently pending in the United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division (the "Bankruptcy Case"); and,

WHEREAS, the Third Amended Joint Plan of Reorganization for Nu-kote, as modified, confirmed in the Bankruptcy Case requires that the Trademarks shall be transferred from Graphics to Imperial.

NOW, THEREFORE, for good and valuable consideration transferred by Imperial to Graphics, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the express terms of the Confirmed Plan, Graphics does hereby sell, assign, transfer, and convey unto Imperial, all right, title, and interest in and to the Trademarks, as well as the applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used.

Graphics authorizes and requests the United States Commissioner of Patents and Trademarks, and any foreign trademark records office to record Imperial as assignee of all title and interest in and to the Trademarks for the use and enjoyment of Imperial.

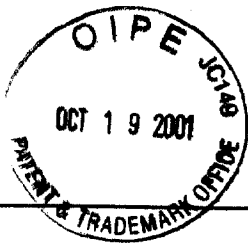
IN TESTIMONY WHEREOF, the undersigned has caused this Agreement to be signed and executed by the undersigned officer of Graphics thereunto duly authorized this 31st day of December, 2000.

FUTURE GRAPHICS, INC.

By Patrick E. Howard
Patrick E. Howard, President

Witnessed by:

(1) Francis J. White
(2) AS



Schedule A
(Future Graphics)

United States				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS & Design	74/519,475	04-25-1994	1,900,265	06-20-1995
FUTURE GRAPHICS	74/441,177	09-28-1993	1,881,749	03-07-1995

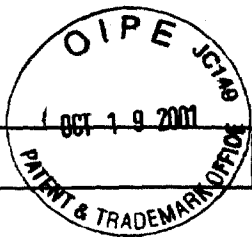
Australia				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	624835	03-11-1994	624835	10-23-1995
FUTURE GRAPHICS	624837	03-11-1994	624837	05-27-1996

Austria				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS & Design			556014	03-25-1994
FUTURE GRAPHICS			154786	10-10-1994
FUTURE GRAPHICS			555852	03-25-1994

Canada				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	75019	03-23-1994	TMA475434	04-29-1997

China				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	798271	12-14-1995	798271	12-14-1995
FUTURE GRAPHICS	809819	01-21-1996	809819	01-21-1996

Czech Republic				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date



FUTURE GRAPHICS	88169	03-25-1994	198255	03-26-1997
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Denmark				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	2020-94	03-16-1994	5260/1996	09-20-1996

Finland				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	1560/94	03-28-1994	139501	08-21-1995
FUTURE GRAPHICS	1561/94	03-28-1994	139502	08-21-1995

France				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	94512583	03-24-1994	94512583	03-24-1994

Hong Kong				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	9403518	03-28-1994	01779	02-26-1996

Hungary				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	M9401650	03-28-1994	144717	05-21-1997

Ireland				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS			161547	09-28-1993



FUTURE GRAPHICS			161391	03-10-1994
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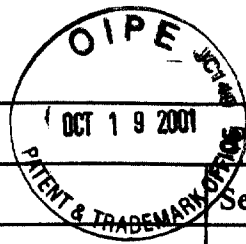
Israel				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	91674	03-14-1994	91674	03-14-1994
FUTURE GRAPHICS	91675	03-14-1994	91675	03-14-1994
FUTURE GRAPHICS	91673	03-14-1994	91673	03-14-1994

Italy				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	RM94C001272	03-25-1994	687392	09-20-1996

Korea				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	12137/1994	03-25-1994		
FUTURE GRAPHICS	2380-1994	03-25-1994	27795	07-14-1995
FUTURE GRAPHICS	2379-1994	03-25-1994	28706	09-22-1995

Mexico				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	194752	03-28-1994	474789	09-26-1994
FUTURE GRAPHICS	194753	03-28-1994	474790	09-26-1994
FUTURE GRAPHICS	194754	03-28-1994	474791	09-26-1994

Norway				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	94-1698	03-21-1994	171967	04-11-1996



Portugal				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GAPHICS	299117	03-25-1994	2991118	09-08-1995

Russia				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	94009971	03-28-1994	132605	03-28-1994

Sweden				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS			306092	11-24-1995

Switzerland				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS	2080-1994.3	03-24-1994	421262	03-14-1996

Taiwan				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS & Design	83024853	08-18-1994	670015	03-16-1995
FUTURE GRAPHICS & Design	83053527	08-16-1995	683984	07-15-1995

United Kingdom				
Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
FUTURE GRAPHICS			1566785	03-24-1994
FUTURE GRAPHICS			1566786	03-24-1994
FUTURE GRAPHICS			1566784	03-24-1994

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