



02-26-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (Exp. 03/31/2002) Tab settings



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T U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

James River Paper Company, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Virginia, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 10-9-96

2. Name and address of receiving party(ies)

Name: Progressive Ink Company, L.L.C.

Internal Address: 800 Third Avenue 24th Floor

Street Address:

City: New York State: NY Zip: 10022

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,189,676 1,189,675 1,190,360 1,189,681

Additional number(s) attached Yes No

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

Name: Lisabeth H. Coakley

Internal Address: Harness, Dickey & Pierce, P.L.C.

Street Address: 5445 Corporate Drive #400

City: Troy State: MI Zip: 48098

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

080750

(Attach duplicate copy of this page 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.

Lisabeth H. Coakley

Name of Person Signing

Signature

Signature

Date

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/25/2002 00000153 080750 1189676

01 FC:481 40.00 CH 02 FC:482 75.00 CH

TRADEMARK REEL: 002448 FRAME: 0901

UNITED STATES TRADEMARK ASSIGNMENT

WHEREAS, JAMES RIVER PAPER COMPANY, INC., a corporation duly organized and existing under the laws of the State of Virginia, and having offices at One Better Way Road, Milford, Ohio 45150, United States of America, hereinafter referred to as "ASSIGNOR," has adopted and used and is the owner of the entire right, title and interest in and to trademarks set forth on Schedule A hereto in connection with the goods described therein (the "Marks"), together with the goodwill of the business symbolized by the Marks (the "Goodwill"), and the United States Trademark Registrations for the Marks set forth on Schedule A (the "Registrations"); and

WHEREAS, PROGRESSIVE INK COMPANY, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and having an office at 800 Third Avenue, 24th Floor, New York, NY 10022, United States of America, hereinafter referred to as "ASSIGNEE," desires to acquire the Marks, together with the Goodwill, and the right to the Registrations;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby agrees as follows:

1. ASSIGNOR hereby conveys, sells, assigns, transfers and sets over unto ASSIGNEE and its successors and assigns ASSIGNOR's entire right, good and marketable title free and clear of all liens and encumbrances and interest in and to the Marks, the Goodwill, and the Registrations, and the full and exclusive benefit thereof and all rights, privileges and advantages

pertaining thereto, including, without limitation, the right to sue and recover for damages and other remedies with respect to any past infringement or other violations of the Marks, absolutely and forever without limitation, to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, to be used as fully and entirely as such rights would have been held and enjoyed by ASSIGNOR had this Assignment and sale not been made.

2. In order to ensure that ASSIGNEE shall own ASSIGNOR'S entire right, title and interest in and to the Marks and the Registrations, ASSIGNOR will execute such other instruments of transfer, assignment, conveyance or confirmation and other documents as are necessary to transfer, confirm, vest or perfect ASSIGNOR'S entire right, title and interest in the Marks and the Registrations.

3. ASSIGNOR hereby authorizes and requests that all of the rights in and to the Marks be vested in ASSIGNEE as owner of ASSIGNOR'S right, title and interest therein, and ASSIGNOR agrees, at ASSIGNEE'S cost, to assist ASSIGNEE in maintaining, enforcing and defending the Marks and the Registrations.

4. ASSIGNEE hereby accepts the assignment of the Marks, the Registrations and the Goodwill, as set forth above.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed by their respective officers thereunto duly authorized.

JAMES RIVER PAPER COMPANY, INC.

By: [Signature]
Title: Vice President
Date: October 4, 1996

ATTEST:

Name: [Signature]
Title: Asst. Secretary

PROGRESSIVE INK COMPANY, LLC

By: APERT INK COMPANY, LLC, A MANAGING MEMBER

By: SALTER INDUSTRIES, INC. A MANAGING MEMBER

By: [Signature]

Title: EXECUTIVE VICE PRESIDENT

Date: OCTOBER 9, 1996

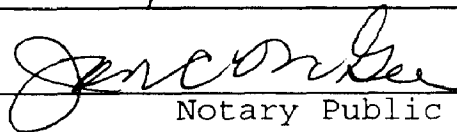
ATTEST:

Name: [Signature]
Title: ASST. SECRETARY

STATE OF VIRGINIA)
CITY OF Richmond) to-wit:

On this 4th day of October, 1996, before me personally appeared Michael J. Allan, to me known to be the Vice President of James River Paper Company, Inc., on whose behalf he executed the foregoing United States Trademark Assignment (the "Assignment"), and acknowledged that said Assignment was signed on behalf of the corporation by authority of its Board of Directors, and unto me acknowledged said Assignment to be the free act and deed of said corporation.

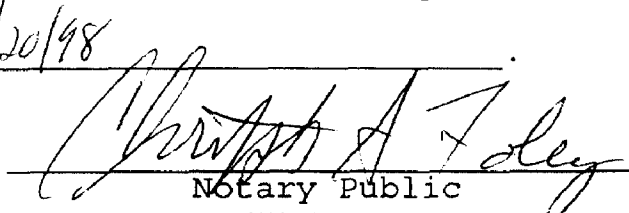
My commission expires: 2-28-99.


Notary Public

STATE OF NEW YORK)
) to-wit:
COUNTY OF NEW YORK)

On this 9th day of OCTOBER, 1996, before me personally appeared JEFFREY L. HOLDSBERG, to me known to be the EXECUTIVE V.P. OF SALES of Progressive Ink ^{INDUSTRIAL INC, MANAGING MEMBER OF ALPER} Company, LLC, on whose behalf he executed the foregoing United ^{MANAGING MEMBER} States Trademark Assignment (the "Assignment"), and acknowledged that said Assignment was signed on behalf of the corporation by authority of its Board of Directors, and unto me acknowledged said Assignment to be the free act and deed of said corporation.

My commission expires: 2/20/98



Notary Public
CHRISTOPHER A. FOLEY
Notary Public, State of New York
No. 01F05065760
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 20, 1998

SCHEDULE A

REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Goods</u>
AQUACLEAR	1,189,676	02/16/82	Lacquer
AQUAGUARD	1,518,610	01/03/89	Printing ink
AQUALAM	1,309,551	12/18/84	Printing ink
AQUAPAK	1,286,689	07/24/84	Printing ink
AQUAVERSAL	1,518,611	01/03/89	Printing ink
AQUAZELL	1,189,681	02/16/82	Printing ink
CZ INKS and design	1,262,115	12/27/83	Printing inks and lacquers
HYDROBOND	1,239,863	05/31/83	Water-based adhesives for general industrial use, for bonding laminates by heat and pressure
HYDROPRIME	1,202,452	07/27/82	Water-based adhesives used for laminating purposes
HYDROVERSAL	1,666,358	12/03/91	Printing ink
OMNILAM	1,517,718	12/27/88	Printing ink
PERMAPRINT	1,663,894	11/12/91	Printing ink
PROLAM	1,146,785	02/10/81	Printing ink
SHRINKFLEX	1,189,679	02/16/82	Printing ink
SALBOND	1,995,640	08/20/96	Printing ink for plastic film intended to be laminated to other plastic film
THERMOGLOSS	1,418,029	11/25/86	Printing ink
VERSALAM	1,550,652	08/08/89	Printing ink
ZELLSHEEN	1,189,675	02/16/82	Printing ink
ZELLTHERM	1,190,360	02/23/82	Printing ink

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