

11-20-2002

TRADEMARKS ONLY



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original document or copy thereof.

TRADEMARKS ONLY

102286796

1. Name of Party(ies) conveying:  
Protopak, Limited

Name and Address of Party(ies) receiving an interest:  
Name: Xyron, Inc.

Address: 15820 North 84<sup>th</sup> Street  
Scottsdale, Arizona 85260

10.9.02

Entity:

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

Entity

- Individual(s)       Association
- Corporation - Arizona       General Partnership       Limited Partnership
- Other -

3. Interest Conveyed:

- Assignment       Change of Name
- Merger
- Other -

Citizenship

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

- Yes
- No

(The attached document must not be an assignment)

Execution Date - December 31, 2001

4. Application number(s) or registration number(s). Additional sheet attached?       Yes  No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,524,903  
2,473,709

5. Please mail documents back to:

James R. Menker  
Pillsbury Winthrop LLP  
1600 Tysons Boulevard  
McLean, Virginia 22102

6. Number of applications and registrations involved: 2

7. Amount of fee enclosed: \$ 65.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 81069/284476

C#      M#

11/20/2002 6TON11 00000030 033975 2524903

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH  
02 FC:8522 25.00 CH

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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)

5

Attorney: James R. Menker

Date: October 8, 2002

Atty/Sec: JRM:klm

Tel: (703) 905-2145

Fax: (703) 905-2000

**ASSET PURCHASE AGREEMENT**

**Among**

**PROTOPAK, LIMITED,**

**ITS PRINCIPAL STOCKHOLDERS**

**and**

**XYRON, INC.**

**December 18, 2001**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), made as of the 18<sup>th</sup> day of December, 2001, by and among (i) **PROTOPAK, LIMITED**, a Delaware corporation, d/b/a Preview Graphics & Systems ("Seller"); (ii) **DAVID A. KEENER** and **DAVID R. ROSENQUIST** (collectively, "Stockholders"); and (iii) **XYRON, INC.**, an Arizona corporation ("Buyer").

### RECITALS:

A. Seller is in the business of making packaging prototypes and other quick print short run image transfer printing materials using machines and supplies, and of manufacturing, distributing and selling machines and supplies so that companies may make their own packaging prototypes and other quick print short run image transfer printing materials (the "Business").

B. Stockholders own a controlling majority of the issued and outstanding shares of capital stock of Seller.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets of the Business, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### SECTION 1

#### DEFINITIONS

The following terms when used in this Agreement shall have the meanings assigned to them below:

"Adjustment Amount" has the meaning specified in Section 6.3.

"Adjustment List" has the meaning specified in Section 6.3.

"Affiliate" of any Person means any other Person (a) that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, the first Person, or (b) any interests of which are owned, in whole or in part, directly or indirectly, by the first Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controls," "controlled by," and "under direct or indirect control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of the Person, whether through the ownership of voting securities or by contract or otherwise.


{J0592465.6}

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

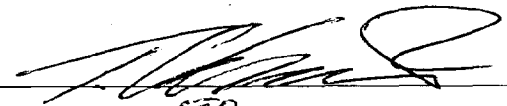
PROTOPAK, LIMITED

By:   
Its: President

  
David A. Keener

  
David R. Rosenquist

XYRON, INC.

By:   
Its: CEO

**Section 2.1(d)**  
**INTELLECTUAL PROPERTY**

Preview Graphics Name, Logo and Trademark

<u>Trademark</u>	<u>Registration No.</u>
Preview Systems	2,473,709

<u>Trademark Application</u>	<u>Serial/File No.</u>	<u>Country</u>
Preview Graphics Systems	76/210657	United States
Preview Graphics Systems	1099919	Canada
Preview Graphics Systems	487114	Mexico

Domain name: [www.previewgraphics.com](http://www.previewgraphics.com)

{J0592465.S}



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant Name: Xyron, Inc.

Mark: PREVIEW GRAPHICS SYSTEMS (Stylized); PREVIEW SYSTEMS

Reg. No. 2,524,903 and 2,473,709

Our Ref. No. 81069/284476

**AUTHORIZATION TO CHARGE DEPOSIT ACCOUNT**

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Sir:

The following Trademark Processing Fees are due in connection with this document:

Fee Code 481, Recording Trademark Assignment, in the amount of **\$40.00**

Fee Code 482, For Second/Subsequent marks in the same document, in the amount of **\$ 25.00**

Please charge these fees to Deposit Account No. 03-3975, 81069/284476.

Filed by\_klm on October 8, 2002.

Respectfully submitted,

Xyron, Inc.

By:   
James R. Menker  
Paul W. Kruse

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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