

02-03-2003

Docket No.:



102354502

Tab settings

To the Honorable Commissioner of Patent

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GBF Graphics, Inc.

2-3-03

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Illinois
☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: January 28, 2003

2. Name and address of receiving party(ies):

Name: Centrum GBF LLC

Internal Address:

Street Address: 1129 Miamisburg, Centerville Road,

City: Dayton Suite 300 State: OH ZIP: 45449

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability company of Delaware

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2170231
2170230
2171800

Additional numbers ☐ Yes ☒ No

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

Name: Mark I. Feldman, Esq.

Internal Address: Piper Rudnick

Street Address: P.O. Box 64807

City: Chicago State: IL ZIP: 60664

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

18-2284

02/04/2003 GTM11 00000043 2170231

DO NOT USE THIS SPACE

01 FC:4521
02 FC:4522

40.00 OP
50.00 OP

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.

Mark I. Feldman

Name of Person Signing

Mark Feldman

Signature

1-31-03

Date

LT

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 002663 FRAME: 0149

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered as of the 28th day of January, 2003, by and between **GBF GRAPHICS, INC.**, an Illinois corporation, having a principal place of business at 7300 Niles Center Road, Skokie, Illinois 60077 ("**Assignor**"), and **CENTRUM GBF LLC**, a Delaware limited liability company, having a principal place of business at 1129 Miamisburg, Centerville Road, Suite 300, Dayton, Ohio 45449 ("**Assignee**"). All capitalized terms used but not defined in this Trademark Assignment will have the meaning ascribed to them in that certain Asset Purchase and Sale Agreement dated as of December 2, 2002, as restated and amended by that certain Restated and Amended Asset Purchase and Sale Agreement dated as of December 16, 2002 (the "**Purchase Agreement**"), by and among Assignor, its affiliates and shareholders and Assignee.

WHEREAS, the Purchase Agreement provides, among other things, for the sale and transfer by Assignor to Assignee all of the right, title and interest that Assignor possesses and has the right to transfer in and to all registered Intellectual Property, including, without limitation, the Names and all derivations thereof, all other trade names, trademarks, logos and slogans and all derivations thereof, and all other Intellectual Property (collectively referred to herein as the "**Intellectual Property Assets**"). This Trademark Assignment is made and delivered to perfect such sale and transfer to Assignee of certain of the Intellectual Property Assets, free and clear of all mortgages, pledges, charges, security interests, liens and encumbrances of any nature whatsoever.

NOW, THEREFORE, pursuant to the Purchase Agreement and for and in consideration of One Dollar (\$1.00), to it in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee's successors and assigns, all of the right, title and interest in, to and under the trademark registration and application identified in the attached Exhibit A, together with all related common law rights and the goodwill of the business symbolized thereby, together with all rights and privileges granted and secured thereby, including the right to sue and recover for past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and that of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Trademark Assignment and sale had not been made. Notwithstanding anything to the contrary contained herein, the rights assigned hereunder are hereby transferred free and clear of all mortgages, pledges, charges, security interest, liens and encumbrances of any nature whatsoever.

Nothing contained in this Trademark Assignment will in any way amend, supersede, rescind, waive or otherwise affect any provisions, including the representations, warranties, covenants, agreements and limitations set forth in the Purchase Agreement, this Trademark Assignment being intended only to effect transfer of certain of the Intellectual Property Assets to Assignee as provided in the Purchase Agreement.

IN TESTIMONY WHEREOF, Assignor has executed this Trademark Assignment effective as of the date first set forth above.

GBF GRAPHICS, INC., an Illinois corporation

By: Rosa Hopson

Name: [REDACTED] USA-HOPSON

Title: [REDACTED] Treasurer

Date: January 27, 2003

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Subscribed and sworn to before me this 27 day of January, 2003.

[Signature]

Notary Public

My Commission Expires:

May 25, 2007

EXHIBIT A

UNITED STATES

Registration No.

Mark

2,170,231	Name:	Specialty Document Solutions
2,170,230	Stylized Logo:	SDS
2,171,800	Name & Logo:	Specialty Document Solutions & SDS