

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

1. Name of conveying party(ies):
InteliCoat Technologies Image Products Holdco, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

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

2. Name and address of receiving party(ies)
Name: Image Products Group, LLC
Internal Address: _____
Address: _____
Street Address: 28 Gaylord Street
City: South Hadley State: MA Zip: 01075

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 09-16-2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/490,607

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jesse B. Ashe, III
Internal Address: Summa & Allan, P. A.

Street Address: 11610 No. Community House Rd.
Suite 200
City: Charlotte State: NC Zip: 28277

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Jesse B. Ashe, III  September 23, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 4

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

OP \$40.00 76490607

ASSIGNMENT OF TRADEMARK

THIS AGREEMENT effective as of the Sixteenth day of September, 2003, is made by and between InteliCoat Technologies Image Products Holdco, LLC, a Delaware limited liability company having a place of business at 28 Gaylord Street, South Hadley, Massachusetts 01075 (hereinafter the "ASSIGNOR") and Image Products Group, LLC, a Delaware limited liability company having a place of business at 28 Gaylord Street, South Hadley, Massachusetts 01075 (hereinafter referred to as "ASSIGNEE"); and

WHEREAS, ASSIGNOR has adopted and used the trademark DURATOOL ECLIPSE™ (hereinafter "the Mark") in connection with masking film for use in the manufacture of printed circuit board since at least as early as November 4, 2002; and

WHEREAS ASSIGNOR is the owner of pending use-based trademark application Serial No. 76/490,607, filed on February 19, 2003, for federal registration of the mark DURATOOL ECLIPSE™ for masking film for use in the manufacture of printed circuit board; and

WHEREAS, ASSIGNEE is the successor in interest to that portion of ASSIGNOR'S business to which the mark DURATOOL ECLIPSE™ pertains; and

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Mark, pending application Serial No. 76/490,607 and any federal registration of the Mark which may issue;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns, transfers, and sells to ASSIGNEE, its legal representative and assigns, all of ASSIGNOR's rights, title, interest, associated goodwill, and all rights of action against third parties ASSIGNOR may have in the Mark, together with the rights in trademark application Serial No. 76/490,607 and in any federal registration which may issue thereon and to any renewals and extensions of such mark; which interest and rights shall be held and enjoyed by ASSIGNEE as fully and entirely as the same would be held by ASSIGNOR to the full end of the term for which such federally registered mark may issue or any renewals and extensions thereof which may be granted;

AND, ASSIGNOR agrees to provide all assistance reasonably requested by ASSIGNEE in the establishment, preservation, and enforcement of its mark, such assistance to be provided at ASSIGNEE's expense but without any additional compensation to ASSIGNOR;

AND, ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey all right, title, and interest in the pending application herein assigned, transferred, or sold to ASSIGNEE, and that it has not executed and will not execute any agreement in conflict herewith.

This agreement constitutes the entire agreement between ASSIGNOR and ASSIGNEE. Any amendment, waiver, or discharge of this agreement and any terms, provisions, conditions or breaches hereof, shall be made only in writing signed by both parties hereto.

WHEREAS, this agreement shall be governed and construed under the laws of the state of North Carolina, U.S.A.

ASSIGNOR:
INTELICOAT TECHNOLOGIES
IMAGE PRODUCTS HOLDCO, LLC

ASSIGNEE:
IMAGE PRODUCTS GROUP, LLC

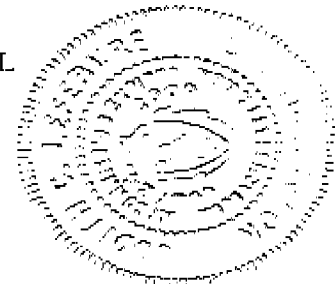
By: *Robert W. Champigny*
Name: Robert W. Champigny
Title: President/CEO
Date: September 16, 2003

By: *Robert B. Thumith*
Name: Robert B. Thumith
Title: V.P. Human Resources/Secretary
Date: September 16, 2003

Subscribed and sworn to before me, a Notary Public of the state of MA, this Sixteenth day of September, 2003.

Judith C. Lefebvre
Notary Public
Judith C. Lefebvre

SEAL



My Commission expires: July 24, 2009

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