

FORM PTO-1594

(Rev. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

TRADEMARKS ONLY

Tab settings ⇨ ⇨

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

1. Name of conveying party(ies):

Media Solutions International, Inc.

General Partnership

[] Limited Partnership

[X] Corporation- Wisconsin

[]

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

2. Name and address of receiving party(ies)

Name: Wisconsin Label Corporation

Internal Address: _____

Street Address: 1102 Jefferson StreetCity: Algoma State: WI Zip: 54201

Individual(s) citizenship _____

Association _____

[] General Partnership

[] Limited Partnership

[X] Corporation - Wisconsin

[] 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 [X] No

3. Nature of conveyance:

[X] Assignment

[] Merger

Security Agreement

[] Change of Name

[] Other

Execution Date: January 7, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,939,310 1,942,149 1,942,916

Additional numbers attached? [] Yes [X] No

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

Name: Kent A. LeeInternal Address: Suite 2100Street Address: Reinhart Boerner Van Deuren s.c.1000 North Water StreetCity: Milwaukee State: WI Zip: 53202-3186

6. Total number of applications

and registrations involved: 3

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

[] Enclosed

[X] Authorized to be charged to deposit account

[X] Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

(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.*Kent A. Lee

Name of Person Signing

Signature

March 5, 2004

Date

Total number of pages including cover sheet, attachments, and document: [7]

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of January 7, 2004 (the "Effective Date"), by and between MEDIA SOLUTIONS INTERNATIONAL, INC., a Wisconsin corporation (the "Assignor") and WISCONSIN LABEL CORPORATION, a Wisconsin corporation (the "Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") between the Assignor and the Assignee, the Assignee has agreed to purchase all of the assets of the Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Purchase Agreement.

B. Assignor is the owner of certain trademark registrations, trademark applications, and/or common law trademarks (herein referred to as "the Trademarks").

C. Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Trademarks from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definitions of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations, trademark applications, and/or common law trademarks listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

3. General Provisions.

3.1 Merger and Integration. This Assignment together with the Purchase Agreement represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein.

3.2 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

3.3 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

3.4 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

3.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

3.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

3.7 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.


3.8 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, USA.

3.9 Further Assurances. Upon request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

ASSIGNEE:

WISCONSIN LABEL CORPORATION

By: 
Terrence R. Fulwiler, Chief Executive Officer

ASSIGNOR:

MEDIA SOLUTIONS
INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

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ASSIGNEE:

WISCONSIN LABEL CORPORATION

By:

Terrence R. Fulwiler, Chief Executive Officer

ASSIGNOR:

MEDIA SOLUTIONS
INTERNATIONAL, INC.

By: *William M. Reif*
Name: *William M. Reif*
Title: *Vice President*

APPENDIX A

LIST OF THE ASSIGNED TRADEMARKS

Trademark Name	Country	Registration Number	Value
LINER FREE & Design	U.S.	1939310	\$500
MSI & Design	U.S.	1942149	\$500
SWIRL & Design	U.S.	1942916	\$500