

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CC3 Acquisition LLC		12/11/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Transcontinental Printing U.S.A. Inc.
Street Address:	65 Steamboat Drive
City:	Warminster
State/Country:	PENNSYLVANIA
Postal Code:	18974
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76167355	LEAPSUITE
Registration Number:	2287562	MCS/QUICKFORWARD
Registration Number:	2712915	CC3
Registration Number:	2677218	CC3
Registration Number:	2679170	ON-DEMAND DR
Registration Number:	2002521	MAIL-GARD
Serial Number:	78310706	MARKETINGLINK

CORRESPONDENCE DATA

Fax Number: (215)405-2921
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-977-2348
 Email: skullman@wolfblock.com
 Correspondent Name: Richard C. Weinblatt
 Address Line 1: Wolf, Block, Schorr and Solis-Cohen LLP
 Address Line 2: 1650 Arch Street
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

TRADEMARK

OP \$190.00 76167355

ATTORNEY DOCKET NUMBER:

CC3

NAME OF SUBMITTER:

Suzanne M. Kullman

Total Attachments: 4
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[Execution Copy]

ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that CC3 Acquisition LLC ("CC3") and Pacific Communications Concepts LLC, each a Delaware limited liability company (each, a "Seller Company" and collectively, "Seller Companies"), Transcontinental Printing U.S.A. Inc. ("TPU" or "Purchaser"), a Delaware corporation, Transcontinental Inc. and Providence Equity Partners III L.P. have entered into an Asset Purchase Agreement dated as of December 17, 2003, pursuant to which Seller Companies agreed to sell and Purchaser agreed to buy substantially all of the assets of Seller Companies (the "Agreement"). Except as otherwise stated herein, all terms used herein shall have the same meaning as set forth in the Agreement.

WITNESSETH:

WHEREAS, in accordance with the Agreement, each Seller Company has simultaneously herewith by a bill of sale, assignments and other instruments of transfer and conveyance of even date vested in Purchaser all of such Seller Company's right, title and interest in the Purchased Assets effective as of the Time of Closing; and

WHEREAS, CC3 is the owner of all right, title and interest in and to the trademarks which are pending and registered in the United States as listed on Exhibit A annexed hereto and made a part hereof (the "Trademarks") and which form part of the Purchased Assets; and

WHEREAS, CC3 desires to assign to TPU, and TPU desires to acquire the entire right, title and interest of CC3 in the Trademarks and the issued registrations thereof, the whole in accordance with the terms of the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TPU and CC3 agree as follows:

1. CC3, by these presents, does sell, assign, and transfer unto TPU its entire right, title and interest in and to the Trademarks and the issued registrations thereof, together with the good will of the Business symbolized by said marks and issued registrations thereof.
2. CC3, at the expense of TPU, agrees to execute all other instruments and take all other lawful actions necessary or appropriate to assist TPU in securing and maintaining registered trademarks in the United States as TPU shall designate, and to vest and confirm in TPU legal title to the pending and registered trademarks and the issued registrations thereof and any and all causes of action at law or in equity for any and all infringement, dilution, or other unauthorized use of any of the Trademarks arising prior to the date hereof, and the rights to claim, receive and retain all monetary proceeds and other relief and benefits relating to those causes of action.

IN WITNESS WHEREOF, CC3 has caused these presents to be executed as of the 17 day of December, 2003.

CC3 ACQUISITION LLC

By: Howard Crawford
Name: Howard Crawford
Title: Chief Financial Officer

STATE OF Pennsylvania
COUNTY OF Bucks

In Warminster, on the 17th day of December, 2003, before me personally appeared Howard Crawford, the Chief Financial Officer of CC3 Acquisition LLC, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said limited liability company.

Notarial Seal
Cynthia Border, Notary Public
Warminster Twp., Bucks County
My Commission Expires Sept. 25, 2006

Cynthia Border
Notary Public
Print Name Cynthia Border
My Commission Expires 9/25/06

[Signature page to Assignment of Trademark]

Exhibit A**U.S. Registered and Pending Trademarks**

Trademark	Reg. No. / Serial No.	Reg. Date / Filing Date
LEAPSUTTE	76/167355	November 17, 2000
MCS/QUICKFORWARD	2287562	October 19, 1999
CC3	2712915	May 6, 2003
CC3 and Design	2677218	January 21, 2003
ON-DEMAND DR	2679170	January 21, 2003
Mail-Gard	2002521	September 24, 1996
Marketinglink *	78/310706	October 8, 2003

* Intent-to-Use Trademark application.

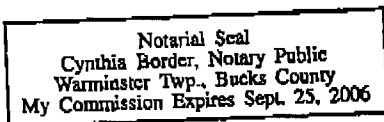
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Cynthia Border
Notary Public
Print Name Cynthia Border
My Commission Expires 9/25/06

[Signature page to Assignment of Trademark]