

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3Path, Inc.		05/20/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Mack Printing Company
Street Address:	1991 Northampton Street
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18042
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2653221	3PATH
Registration Number:	2608909	3PATH PUTS YOU FIRST

CORRESPONDENCE DATA	
Fax Number:	(804)698-5142
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(804) 697-1278
Email:	trademarks@troutmansanders.com
Correspondent Name:	Robert L. Brooke
Address Line 1:	600 Peachtree Street, N.E., Suite 5200
Address Line 2:	Bank of America Plaza
Address Line 4:	Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	019589.1
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NAME OF SUBMITTER:	Robert L. Brooke
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Total Attachments: 3  
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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of May 20, 2004 (the "Effective Date"), is made by 3Path, Inc., a Delaware corporation, located in New York, New York ("Assignor"), to Mack Printing Company, a Pennsylvania corporation, located in Easton, Pennsylvania ("Assignee").

### WITNESSETH

WHEREAS, Assignor developed and originally owned the registered marks set forth on Schedule A attached hereto and incorporated herein by this reference (referred to collectively herein as the "Marks");

WHEREAS, Assignor previously agreed to assign as of May 20, 2004, and Assignee previously agreed to acquire as of May 20, 2004, among other things, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and accordingly the parties have taken action in reliance upon such agreement;

WHEREAS, the parties desire to enter into this Assignment to memorialize the previous transfer of the Marks as of May 20, 2004, as contemplated by the parties' agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby confirms *nunc pro tunc* the assignment to Assignee, its successors and assigns of all the right, title and interest of Assignor throughout the world in and to the Marks and the corresponding registrations therefor, and all rights of extension and renewal to the fullest extent allowed by law, together with the goodwill of the business symbolized by such Marks.

2. Assignee shall have all right to register, extend, renew, maintain, defend and enforce the Marks, and any and all registrations resulting therefrom, in its own name in the United States and any foreign country, and Assignor hereby agrees to execute any documents and perform any acts that Assignee may request from time to time to ensure that all rights intended to be transferred to Assignee by this Assignment have been transferred, and to enable and assist Assignee to perfect, by registration or otherwise, and to protect, by enforcement actions or otherwise, all rights to be transferred by this Assignment.

3. Assignor hereby assigns to Assignee, its successors and assigns all causes of action and claims of infringement of the Marks under the trademark laws of the United States, foreign countries and international trademark conventions and treaties that have accrued to

Assignor as of the date hereof. Assignor hereby further agrees to cooperate fully, at Assignee's cost, with Assignee in the enforcement of all such causes of action and claims.

4. Assignor hereby represents and warrants that (i) as of the Effective Date, it was the exclusive owner of the Marks, as well as the goodwill of the business symbolized by the Marks, (ii) it has full authority to enter into this Assignment, and (iii) to the best of its knowledge, neither this Assignment nor any right granted herein violates any obligation owed to, or right of, any third party.

5. Assignor hereby agrees that this Assignment shall be binding upon its representatives, successors and assigns.

6. Assignor hereby agrees that this Assignment shall be governed by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be effective as of the date first appearing above.

**3Path, Inc.**

By *John Tain*

Its *President*

1116581.17

Schedule A

Registered Trademarks

Marks

Registration No.

3PATH

2,653,221

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2,608,909