

12-09-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼



102617807

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

2003 DEC -4 AM 7:21 ▼

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

1. Name of conveying party(ies):  
Network Distribution International  
Network Distribution International, Inc.  
Bellwether Distribution, L.L.C.

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

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

3. Nature of conveyance:

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

Execution date: November 24, 2003

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

Lehman Commercial Paper Inc.  
(Administrative Agent)

Internal  
Address:

Street Address: 745 Seventh AvenueCity: New York State: NY Zip: 10019

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ 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 ☐ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2703755, 1892858,  
1892860, 2107204, 1765478, 1762323

Additional number(s) attached

☐ Yes ☒ No

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

Name: Andrew Yoon, Esq.Internal Address: Weil, Gotshal & Manges, LLPStreet Address: 767 5th AvenueCity: New York State: NY Zip: 10153

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

6

7. Total fee (37 CFR 3.41): ..... \$ 165.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(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.

Phyllis Eremittaggio

Name of Person Signing

Signature

December 4, 2003

Date

Total number of pages including cover sheet, attachments, and document: 1

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

ASSUMPTION AGREEMENT, dated as of November 24 2003, made by Network Distribution International, a Massachusetts business trust, Network Distribution International, Inc., a Massachusetts corporation, and Bellwether Distribution, L.L.C., a Delaware limited liability company (each, an "Additional Grantor" and collectively, the "Additional Grantors"), in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, Day International Group, Inc. (the "Borrower"), the Lenders and the Administrative Agent have entered into a Second Amended and Restated Senior Secured Credit Agreement, dated as of September 16, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantors) have entered into the Second Amended and Restated Patent and Trademark Security Agreement, dated as of September 16, 2003 (as amended, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires each of the Additional Grantors to become a party to the Patent and Trademark Security Agreement; and

WHEREAS, each of the Additional Grantors has agreed to execute and deliver this Assumption Agreement in order to become a party to the Patent and Trademark Security Agreement;

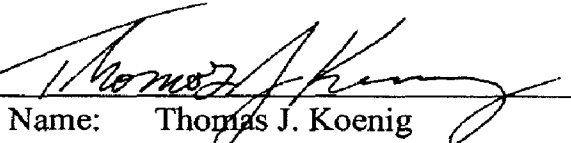
NOW, THEREFORE, IT IS AGREED:

1. Patent and Trademark Security Agreement. By executing and delivering this Assumption Agreement, each Additional Grantor, as provided in Section 25 of the Patent and Trademark Security Agreement, hereby becomes a party to the Patent and Trademark Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1 hereto is hereby added to the information set forth in Schedules I and II to the Patent and Trademark Security Agreement. Each of the Additional Grantors hereby represents and warrants that each of the representations and warranties contained in Section 3 of the Patent and Trademark Security Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

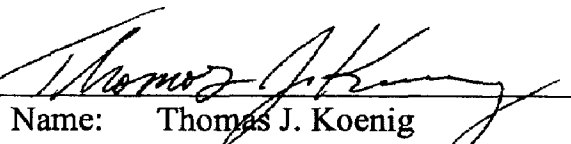
2. **GOVERNING LAW. THIS ASSUMPTION AGREEMENT  
SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN  
ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned have caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

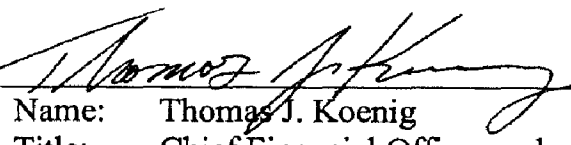
NETWORK DISTRIBUTION  
INTERNATIONAL

By:   
Name: Thomas J. Koenig  
Title: Chief Financial Officer and  
Vice President -  
Administration

NETWORK DISTRIBUTION  
INTERNATIONAL, INC.

By:   
Name: Thomas J. Koenig  
Title: Chief Financial Officer and  
Vice President -  
Administration

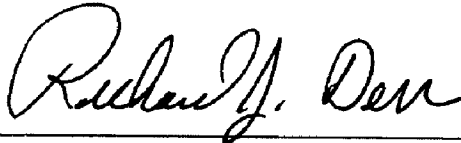
BELLWETHER DISTRIBUTION, L.L.C.

By:   
Name: Thomas J. Koenig  
Title: Chief Financial Officer and  
Vice President -  
Administration

STATE OF NEW YORK       )  
                                      )  
COUNTY OF NEW YORK    )

ss.:

On the 24<sup>th</sup> day of November, 2003, before me personally came Thomas J. Koenig to me known, who, being by me duly sworn, did depose and say he resides at 130 W. 2<sup>ND</sup> ST., STE. 1700, DAYTON, OH 45402 and that he is the Chief Financial Officer and Vice President – Administration of NETWORK DISTRIBUTION INTERNATIONAL, the business trust described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.



Notary Public

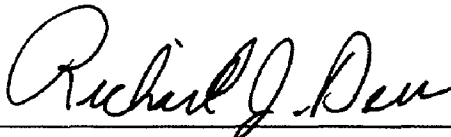
[Notarial Seal]

RICHARD J. DERR  
Notary Public, State of New York  
No. 01DE4866255  
Qualified in Suffolk County  
Commission Expires July 28, 2006

STATE OF NEW YORK       )  
                                      )  
COUNTY OF NEW YORK    )

ss.:

On the 24<sup>th</sup> day of November, 2003, before me personally came Thomas J. Koenig to me known, who, being by me duly sworn, did depose and say he resides at 130 W. 2<sup>nd</sup> St. Ste. 1700, Dayton, OH 45402 and that he is the Chief Financial Officer and Vice President – Administration of NETWORK DISTRIBUTION INTERNATIONAL, INC., the company described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.



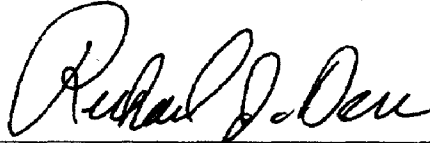
Notary Public

RICHARD J. DERR  
Notary Public, State of New York  
No. 01DE4866255  
Qualified in Suffolk County  
Commission Expires July 28, 2006

[Notarial Seal]

STATE OF NEW YORK       )  
                                  )   ss.:  
COUNTY OF NEW YORK    )

On the 21<sup>st</sup> day of November, 2003, before me personally came Thomas J. Koenig to me known, who, being by me duly sworn, did depose and say he resides at 130 W. 2nd St., Ste. 1700, Dayton, OH 45402 and that he is the Chief Financial Officer and Vice President – Administration of BELLWETHER DISTRIBUTION, L.L.C., the company described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.



Notary Public

RICHARD J. DERR  
Notary Public, State of New York  
No. 01DE4866255  
Qualified in Suffolk County  
Commission Expires July 28, 2006

[Notarial Seal]

## **ANNEX 1**

NY2\1343900\01\SSYK01!.DOC\73683.0514

**TRADEMARK**  
**REEL: 002874 FRAME: 0993**

PATENTS AND PATENT LICENSES

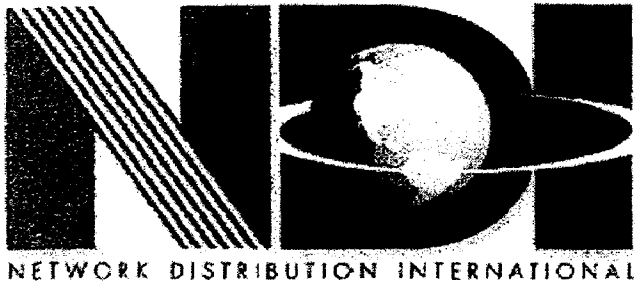
None.



SCHEDULE IITRADEMARKS AND TRADEMARK LICENSESRegistered Trademarks

MARK	NUMBER	REGISTRANT
NDI NETWORK DISTRIBUTION INTERNATIONAL	Registration No. 2,703,755	Morway Corporation
GRAPH - TEK	Registration No. 1,892,858	Graphic Technologies, Inc.
THE RIGHT STUFF!	Registration No. 1,892,860	Graphic Technologies, Inc.
DIGI-TEK	Registration No. 2,107,204	Graphic Technologies, Inc.
METER-TEK	Registration No. 1,765,478	Graphic Technologies, Inc.
CHROME TEK	Registration No. 1,762,323	Graphic Technologies, Inc.

Unregistered Trademarks



Domain Names

- [www.ndiww.com](http://www.ndiww.com)
- [www.ndiww.net](http://www.ndiww.net)
- [www.ndi-worldwide.com](http://www.ndi-worldwide.com)
- [www.networkdistribution.net](http://www.networkdistribution.net)
- [www.networkdistributioninternational.com](http://www.networkdistributioninternational.com)
- [www.networkdistributionintl.com](http://www.networkdistributionintl.com)
- [www.yourpressroom.com](http://www.yourpressroom.com)
- [www.worldwidepressroom.com](http://www.worldwidepressroom.com)
- [www.aqueouscoating.com](http://www.aqueouscoating.com)
- [www.hitechcoatingsusa.com](http://www.hitechcoatingsusa.com)
- [www.morway.net](http://www.morway.net)
- [www.morway.com](http://www.morway.com)
- [www.graphtek12.com](http://www.graphtek12.com)
- [www.nobsi.com](http://www.nobsi.com)
- [www.nationaloffset.com](http://www.nationaloffset.com)

Trademark Licenses

Licensing Agreement, dated September 1, 1997, between Hi-Tech Coatings Limited, as licensor, and NDI, as licensee.

SSL-DOCS2 70142506v3

**RECORDED: 12/04/2003**

**TRADEMARK  
REEL: 002874 FRAME: 0998**