

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Ludlow Company LP		05/24/2004	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Graphic Controls LLC		
<b>Street Address:</b>	400 Exchange Street		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14204		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78158468	SURE MARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(585)263-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(585) 263-1000		
<b>Email:</b>	kwalsh@nixonpeabody.com		
<b>Correspondent Name:</b>	Nixon Peabody LLP		
<b>Address Line 1:</b>	Clinton Square, P.O. Box 31051		
<b>Address Line 4:</b>	Rochester, NEW YORK 14603-1051		
<b>ATTORNEY DOCKET NUMBER:</b>	82001/71		
<b>NAME OF SUBMITTER:</b>	Kristen M. Walsh		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

Whereas, THE LUDLOW COMPANY LP, a Delaware Limited Partnership having offices at Two Ludlow Park Drive, Chicopee, MA 01022 ("Assignor"), is the owner of the certain right, title and interest in and to the trademarks listed in Annex A and the goodwill associated therewith; and

Whereas, GRAPHIC CONTROLS LLC, a New York limited liability company, having offices at 400 Exchange Street, Buffalo, NY 14204 ("Assignee"), wishes to acquire the entire right, title and interest in and to such trademarks and the good will associated therewith held by Assignor and has executed a certain ASSET PURCHASE AGREEMENT dated May 5, 2004, as amended, for the purchase of business and goodwill associated with the trademarks listed in Annex A;

Now, therefore, for a valuable consideration, receipt whereof is hereby acknowledged, Assignor sells, assigns and transfers to Assignee and its successors and assigns, their right, title and interest in and to the trademarks listed in Annex A and the goodwill associated therewith, together with all rights, powers and privileges of any kind or nature belonging thereto or incident or appurtenant thereto, including, without limitation, all reissues, renewals or extension of such trademarks, the right to claim priority therefore and any and all other rights, privileges and powers with respect to such trademarks, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not made.

Each party agrees that it will execute and deliver, or cause to be executed and delivered, after the date hereof, all such other instruments and will take all reasonable actions as may be necessary to transfer and convey the assets described above to Assignee of record in the applicable filing or recording offices, on the terms herein contained, and to consummate the transactions herein contained to effectuate the provisions and purposes hereof.

And Assignor covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and shall not execute, any agreements in contravention thereof.

In witness whereof, Assignor has caused this Assignment to be signed by its officer thereunto duly authorized.

Dated this 24<sup>th</sup> day of May, 2004.

THE LUDLOW COMPANY LP

By:   
Michael Stewart

Authorized Signatory

**Annex A**

<b>Trademark Name</b>	<b>Country</b>	<b>Status</b>	<b>Appl. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Class</b>	<b>Goods</b>
SURE MARK	US	PUBLISHED	78158468	8/28/2002	2835419	4/20/2004	002	High Resolution Ink for Printing