

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
Cadmus Communications Corporation		09/14/2000	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	CDMS Management Corporation
Street Address:	1105 N. Market Street
Internal Address:	Suite 1018
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19899
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2240891	CADMUS
Registration Number:	2006604	CADMUS PUBLISHING GROUP
Registration Number:	2057985	DIGIDECK
Registration Number:	2121576	DISC TAXI
Registration Number:	1884421	MID-ATLANTIC SOCCER
Registration Number:	2332281	PHOTOTAXI

CORRESPONDENCE DATA

Fax Number: (804)698-5142

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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

TRADEMARK

900009958

REEL: 002887 FRAME: 0672

OP \$165.00 2240891

ATTORNEY DOCKET NUMBER:

019589.1

NAME OF SUBMITTER:

Robert L. Brooke

Total Attachments: 7

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CONTRIBUTION AND ASSIGNMENT AGREEMENT
BY AND BETWEEN
CADMUS COMMUNICATIONS CORPORATION
AND
CDMS MANAGEMENT CORPORATION

This CONTRIBUTION AND ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into effective as of September 14, 2000, by and between Cadmus Communications Corporation, a Virginia corporation located in Richmond, Virginia ("Assignor"), and CDMS Management Corporation, a Delaware corporation located in Wilmington, Delaware ("Assignee").

BACKGROUND

Assignor is the ultimate parent of Assignee. Assignor is the owner of certain trademarks more specifically described on the attached Exhibit A, and has been granted licensee/sublicensor rights to certain trademarks as more specifically described in the License Agreement between Assignee and Mack Printing Group, Inc. dated July 1, 2000, attached hereto as Exhibit B (collectively, the trademarks and rights described in Exhibit A and B shall be referred to herein as the "Intellectual Property"). Assignor desires to contribute and assign to Assignee all of Assignor's ownership, right, title and interest in and to the Intellectual Property and Assignee desires to accept such contribution and assignment from Assignor.

AGREEMENT

In consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Contribution and Assignment of the Intellectual Property. Assignor hereby contributes, assigns, transfers and conveys to Assignee, effective as of September 14, 2000 (the "Effective Date"), all of Assignor's ownership, right, title and interest in and to the Intellectual Property, as more specifically described on Exhibit A and Exhibit B attached hereto. Assignee hereby accepts such assignment and assumes all rights, liabilities and obligations in connection with such assignment.

2. Representations, Warranties and Covenants of Assignor. Assignor hereby represents and warrants to and covenants with Assignee as follows:

a. That Assignor is a corporation duly organized and validly existing under the laws of the State of Virginia with the location of its principal place of business as set forth above.

b. That Assignor has full right and authority to enter into and perform its obligations under this Agreement.

c. That the Intellectual Property has not been previously conveyed, sold, transferred or pledged by Assignor and that title in the Intellectual Property listed on Exhibit A and the licensee/sublicensor rights Assignor has in the Intellectual Property listed on Exhibit B, have not been wholly or partially transferred by Assignor for the purpose of sale, security or otherwise.

d. Assignor makes no representations or warranties as to the validity or value of the Intellectual Property.

3. Representations, Warranties and Covenants of Assignee. Assignee represents and warrants to and covenants with Assignor as follows:

a. That Assignee is duly organized and validly existing under the laws of the State of Delaware with the location of its principal place of business as set forth above.

b. That Assignee has full right and authority to enter into and perform its obligations under this Agreement.

4. Additional Documents. Assignor agrees to execute any and all other documents and obtain any and all consents, releases and approvals which are, in the opinion of Assignee or its counsel, necessary to properly and completely effectuate the transfer of the Intellectual Property to Assignee.

5. Governing Law - Assignment - Amendment. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. This Agreement shall not be assigned by either party without the written consent of the other party and may be amended only by a written amendment signed by both parties hereto.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, notwithstanding that all the parties are not signatories to the original or the same counterpart.

* * *

IN WITNESS WHEREOF, Assignor, intending to be legally bound hereby, has
executed this Agreement to be effective as of the Effective Date.

CADMUS COMMUNICATIONS
CORPORATION

By: 

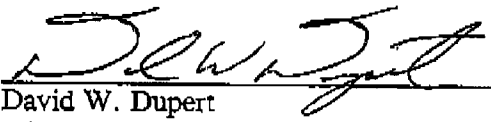
Bruce V. Thomas
President and Chief Executive Officer

ACCEPTANCE OF CONTRIBUTION AND ASSIGNMENT AGREEMENT

The undersigned, being Assignee as set forth above, does hereby acknowledge and accept the foregoing Contribution and Assignment Agreement effective as of the Effective Date.

CDMS MANAGEMENT CORPORATION

By:


David W. Dupert
President

**EXHIBIT A
TO
CONTRIBUTION AND ASSIGNMENT AGREEMENT
BY AND BETWEEN
CADMUS COMMUNICATIONS CORPORATION
AND
CDMS MANAGEMENT CORPORATION**

Trademarks

[See Attached]

**Registered Federal Trademarks Assigned from Cadmus Communications Corporation
To CDMS Management Corporation on September 14, 2000**

<u>Mark</u>	<u>Registration Number</u>
CADMUS	2,240,891
CADMUS PUBLISHING GROUP	2,006,604
DIGIDECK	2,057,985
DISC TAXI stylized	2,121,576
MID-ATLANTIC SOCCER	1,884,421
PHOTOTAXI and design	2,332,281