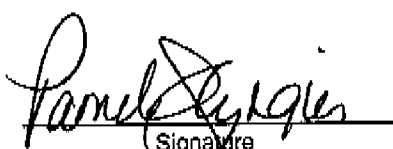


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Coburn Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Coburn Graphic Films, Inc.</u> Internal Address: _____ Street Address: <u>1650 Corporate Road West</u> City: <u>Lakewood</u> State: <u>NJ</u> Zip: <u>08701</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New Jersey</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Asset Purchase Agreement</u> Execution Date: <u>08/21/2000</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) _____ <u>2431203</u> _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christina J. Moser</u> Internal Address: <u>Jones Day</u> _____ _____ Street Address: <u>North Point</u> <u>901 Lakeside Avenue</u> City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44114</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-1432 (Account 409481130032)</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Pamela J. Cyngier</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>07/20/2004</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> 7 </div>		

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$40.00 501432 2431203

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

COBURN GRAPHIC FILMS, INC.,

COBURN CORPORATION,

JOSEPH W. COBURN II,

STANFORD MILLER,

GENE SILVESTRO

and

JOSEPH JOHN COBURN

DATED AS OF AUGUST 21, 2000

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of August 21, 2000, is by and among COBURN GRAPHIC FILMS, INC., a New Jersey corporation ("Buyer"), COBURN CORPORATION, a New Jersey corporation ("Seller"), Joseph W. Coburn II ("Coburn"), Stanford Miller, Gene Silvestro and Joseph John Coburn (Messrs. Coburn, Miller, Silvestro and Coburn are referred to collectively herein as the "Shareholders").

RECITALS

A. Seller is in the business of manufacturing diffraction and other specialty films and other associated products (the "Business"), such business being conducted at two manufacturing facilities located at 700 Vassar Avenue, Lakewood, New Jersey and 1650 Corporate Road West, Lakewood, New Jersey (collectively, the "Facility"). The Shareholders own all of the issued and outstanding capital stock of Seller.

B. International Graphics Inc., a Delaware corporation ("IGI") owns all of the outstanding capital stock of Buyer and of R Tape Corporation, a New Jersey corporation ("R Tape").

C. Seller desires to sell and transfer to, and Buyer desires to purchase and assume from Seller, substantially all of the assets and specifically identified liabilities and obligations of Seller, on the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the parties hereto hereby agree as follows:

ARTICLE I

ASSETS SUBJECT TO THIS AGREEMENT

1.1 **Purchase and Sale of Assets.** Upon the terms and subject to the conditions of this Agreement, Seller shall sell, assign, transfer, deliver and convey to Buyer, and Buyer shall purchase and acquire from Seller, at the Closing (as defined in Section 5.1 hereof), all rights, properties and assets, wherever situated, owned by Seller or used by Seller in connection with the Business (collectively, the "Acquired Assets"), but expressly excluding therefrom the Excluded Assets (as defined in Section 1.2 hereof). The Acquired Assets shall include, without limitation, the following:

1.1.1 **Tangible Personal Property.** All cash and cash equivalents, investments, marketable securities, machinery, equipment, attachments, tooling, conveyers, parts, spare parts, tools, plant equipment supplies, racking systems, leasehold improvements, containers, pallets, office furniture and equipment, computer hardware and software and all other tangible personal property of every kind and nature owned by Seller or used in the Business (the "Tangible Personal Property").

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1.1.2 Inventory. All inventories of raw materials, work-in-process, finished goods, spare parts, supplies, storeroom contents or other inventoried items owned or held by Seller (the "Inventory").

1.1.3 Accounts Receivable. All accounts and notes receivable of Seller or relating to the conduct of the Business.

1.1.4 Prepaid Expenses. All prepaid expenses, deposits and other prepayments of Seller or relating to the conduct of the Business.

1.1.5 Assumed Contracts. Except as otherwise provided in Section 2.2 hereof, all rights and incidents of interest of, and benefits accruing to, Seller in and to the Contracts (as defined in Section 4.1.4) listed or described on Schedule 1.1.5 (the "Assumed Contracts").

1.1.6 Intellectual Property. (a) All patents, service marks, trademarks, trademark registrations, copyrights, trade names, and trademark and patent applications owned, licensed or used by Seller (collectively, the "Intellectual Property"), including but not limited to those listed or described on Schedule 1.1.6.

(b) All of Seller's interest in, and information, documents and records describing or relating to, inventions, discoveries, manufacturing methods or processes, formulas, composition, trade secrets, technology, proprietary information, designs, technical data, licenses, shop rights, test procedures, processes, formulas, confidential information, product development data, research data, know-how, computer software, tests, product surveys and other Intellectual Property (collectively, "Technology") of Seller or used in the Business, including but not limited to those listed or described on Schedule 1.1.6.

1.1.7 Assumed Plans. The employee plans listed on Schedule 1.1.7 ("Assumed Plans"), all of the rights of Seller with respect thereto, or with respect to any insurance, administrative services or other similar Contracts related thereto, and all of the rights of Seller with respect to all funds and other property held in trust or under any other funding vehicle with respect thereto.

1.1.8 Certain Claims. All of Seller's rights and incidents of interest in and to any pending, threatened or potential claim, demand, litigation, action, suit, investigation, proceeding, hearing, complaint, assessment, inquiry or judgment (collectively, "Actions") and orders, judgments, awards, decrees or rulings (collectively, "Orders") against any other Person of any nature, whenever maturing or asserted, relating to or arising directly or indirectly out of the Acquired Assets or the Assumed Liabilities (as defined in Section 2.1 hereof), including all interests in and rights to claims under insurance policies (and the cash surrender values of such policies) and insurance contracts and claims thereunder that relate to the Assumed Assets or the Assumed Liabilities.

1.1.9 Governmental Licenses, Permits and Approvals. The licenses, permits, authorizations and approvals issued or granted to Seller by any Governmental Authority (as

defined in Section 4.1.4 hereof), to the extent assignable pursuant to their respective terms ("Permits"), including but not limited to those listed or described on Schedule 1.1.9.

1.1.10 Records. All books, files, documents, sales literature, invoices, forms, customers lists, customers' records, supplier lists, promotional and advertising material, technical data, operating records, other business information relating to the Business (except the Excluded Assets and the Liabilities Not Assumed) which has been reduced to writing or other records of Seller (collectively, "Records"). Seller may retain copies of the Records that relate to the Excluded Assets and Liabilities Not Assumed.

1.1.11 Going Concern Value. The business carried on and conducted by Seller through the operation of Seller as a going concern, including any and all goodwill and similar intangibles associated therewith.

1.1.12 Coburn and Other Names. (a) All of Seller's right, title and interest in and to the names "Coburn Corporation" and any related trademarks, corporate names and trade names incorporating all or any part of such name, together with all related logos, symbols, abbreviations, designs and goodwill (collectively, "Seller Names") and all office and administrative supplies bearing the Seller Names; provided, however, that Seller and Messrs. Coburn shall be entitled to use the name "Coburn" as provided in Section 6.5(b)(iv) of this Agreement.

(b) All of Seller's right, title and interest in and to any other name used in the Business, and any related trademarks, corporate names and trade names incorporating all or any part of such name, together with all related logos, symbols, abbreviations, designs and goodwill (collectively, "Other Names") and all office and administrative supplies bearing the Other Names.

1.1.13 Vehicles. The motor vehicles owned or leased by Seller and used in the Business, including but not limited to those listed or described on Schedule 1.1.13.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, only the following assets (collectively, the "Excluded Assets") shall be retained by Seller and shall not be included in the Acquired Assets sold, transferred, assigned, conveyed and delivered to Buyer:

1.2.1 Certain Other Claims. All of Seller's rights and incidents of interest in and to Actions and Orders of any nature, to the extent that they relate to the Excluded Assets.

1.2.2 Scheduled Items. The items listed on Schedule 1.2.2.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

COBURN GRAPHIC FILMS, INC.

By: [Signature]
Name:
Title:

COBURN CORPORATION

By: [Signature]
Name:
Title:

[Signature]
Joseph W. Coburn II

[Signature]
Stanford Miller

[Signature]
Gene Silvestro

[Signature]
Joseph John Coburn

For purposes of Sections 4.2.5 and 6.8:

INTERNATIONAL GRAPHICS INC.

By: [Signature]
Name:
Title:

R TAPE CORPORATION

By: [Signature]
Name:
Title: