

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
Vivid Image Technology, Inc.		07/30/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	DecoPac, Inc.
Street Address:	5736 Main Street
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55432
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2303529	PHOTOCAKE
Registration Number:	2410632	PHOTOCAKE

CORRESPONDENCE DATA	
Fax Number:	(612)288-9696
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-337-2591
Email:	leviton@fr.com
Correspondent Name:	Fish & Richardson P.C., P.A.
Address Line 1:	60 South Sixth Street
Address Line 2:	Suite 3300
Address Line 4:	Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	11306-233001
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NAME OF SUBMITTER:	Joel D. Leviton
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Total Attachments: 1 source=Vivid to DecoPac Assignment#page1.tif

CH \$65.00 2303529

ASSIGNMENT OF TRADEMARK

WHEREAS, Vivid Image Technology, Inc., a California corporation ("Assignor") is the owner of the PHOTOCAKE trademark subject to and in connection with the goods and services identified in U.S. Registration No. 2,303,529, U.S. Registration No. 2,410,632, and CTM Registration No. 1,098,458 and the previously identified trademark registrations (collectively the "Mark").

WHEREAS, Assignor and DecoPac, Inc., a Minnesota corporation ("Assignee") are parties to an Asset Purchase Agreement pursuant to which Assignor sold and Assignee purchased Assignor's assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, and sell unto Assignee, its successors and assigns all right, title, and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, any and all causes of actions including all rights of recovery for past infringements of the Mark, and U.S. Registration No. 2,303,529, U.S. Registration No. 2,410,632, and CTM Registration No. 1,098,458.

Assignor covenants that it or its representatives will, upon the request and at the expense of Assignee, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full benefits from the rights and interests herein assigned.

Assignor herewith gives its consent to have Assignee recorded as the new owner of the above-identified registrations in the register of the Office for Harmonization in the Internal Markets and the United States Patent and Trademark Office, as applicable. Assignee herewith accepts transfer and assignment of the Mark and undertakes to record the change of ownership.

This assignment shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, Assignor, has executed and delivered this instrument this 30 day of July, 2004.

VIVID IMAGE TECHNOLOGY, INC.

By: [Signature]
Its: President

STATE OF CA)
COUNTY OF San Diego) ss.

On this 30 day of July, 2004, before me personally appeared George Feiss known to me to be the President of the company described in the foregoing assignment and also known to me to be the person who executed the foregoing assignment on behalf of the company therein named, and acknowledged to me that such company executed the same.

SEAL



Katie Rockwell
Notary Public