

**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>
Crabar Business Systems Corporation		05/24/2002	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CRABAR/WITT LLC
<b>Street Address:</b>	1129 Miamisburg Centerville Road, Suite 300
<b>City:</b>	Dayton
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45449
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	0643607	KEY-REC
Registration Number:	1627093	

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)521-2875
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-521-2275
<b>Email:</b>	asacharoff@muchshelist.com
<b>Correspondent Name:</b>	Much Shelist Freed Denenberg Ament & Rub
<b>Address Line 1:</b>	1129 Miamisburg Centerville Road, Suite
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	0001795.0001
--------------------------------	--------------

<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff
---------------------------	------------------

**Total Attachments: 8**  
 source=Sale of Assets\_1#page1.tif  
 source=Sale of Assets\_2#page1.tif

CH \$65.00 0643607

source=Sale of Assets\_3#page1.tif  
source=Sale of Assets\_4#page1.tif  
source=Sale of Assets\_5#page1.tif  
source=Sale of Assets\_6#page1.tif  
source=Sale of Assets\_7#page1.tif  
source=Sale of Assets\_8#page1.tif

## ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION (this "**Assignment**") is made and entered into as of May 24, 2002 (the "**Effective Date**") by and among CRABAR BUSINESS SYSTEMS CORPORATION, a Delaware corporation ("**Crabar**"), WITT PRINTING CO., a Missouri corporation ("**Witt**"), CRABAR PAPER & ALLIED PRODUCTS CORPORATION, a Delaware corporation ("**Parent**"), and CRABAR/WITT LLC, a Delaware limited liability company ("**Buyer**"). In this Assignment, Crabar and Witt are collectively referred to as the "**Sellers**."

### RECITALS

A. On April 5, 2002, Buyer and Sellers entered into that certain Asset Purchase Agreement, as amended by that certain First Amendment to Asset Purchase Agreement dated April 30, 2002 (the "**Asset Purchase Agreement**"), whereby Buyer will purchase certain of Sellers' business assets and assume certain of Sellers' liabilities. Defined terms used in the Assignment but not defined herein have the respective meanings given in the Asset Purchase Agreement.

B. This Assignment is delivered pursuant to the Asset Purchase Agreement.

### AGREEMENT

In consideration of the mutual promises and covenants herein contained and subject to the conditions hereinafter set forth, the parties agree as follows.

1. The foregoing recitals are incorporated into this Assignment by this reference as though fully set forth herein.
2. Sellers hereby sell, assign, transfer, convey and deliver to Buyer all of their right, title and interest in and to the Purchased Assets and Trade Payables.
3. Parent hereby sells, assigns, transfers, conveys and delivers to Buyer all of its right, title and interest in and to the Assumed Contracts listed on the attached and incorporated **Exhibit A**.
4. Buyer hereby assumes and will observe and perform all of Sellers' and Parent's obligations relating to the Assumed Contracts and the Trade Payables.
5. Buyer and Sellers acknowledge that this Assignment is entered into and delivered pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement, that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Assignment will not impair or diminish any of the rights or obligations of any of the parties to the Asset Purchase Agreement.
6. This Assignment will be interpreted, construed and enforced in accordance with Illinois law, without regard to those principles (statutory or otherwise) pertaining to choice of law.

7. This Assignment and all of the terms and conditions herein will in no way be altered, amended or modified by the dismissal of the Bankruptcy Case, the conversion of the Bankruptcy Case to Chapter 7 of the Bankruptcy Code after Closing, the confirmation of any plan of reorganization or liquidation in the Bankruptcy Case or the dissolution of Sellers. This Assignment can be changed, modified or amended only by a writing executed by the parties.

**- Remainder of page intentionally left blank - signature page follows -**

The parties have each caused this ASSIGNMENT AND ASSUMPTION to be executed and delivered by its duly authorized officer as of the date first written above.

**Crabar:** CRABAR BUSINESS SYSTEMS CORPORATION, a Delaware corporation

By: Barbara Johnson  
Its: President

**Witt:** WITT PRINTING CO., a Missouri corporation

By: Barbara Johnson  
Its: President

**Parent:** CRABAR PAPER & ALLIED PRODUCTS CORPORATION, a Delaware corporation

By: Barbara Johnson  
Its: President

**Buyer:** CRABAR/WITT LLC, a Delaware limited liability company

By: B. Johnson  
Its: President

**EXHIBIT A**  
**ASSUMED CONTRACTS**

**Witt's Contracts**

1. Film processing and computer equipment lease with Big Sky Credit Corporation - rent \$862.72/month.
2. Shipping equipment lease with Pitney Bowes Credit Corporation - rent \$3,228/quarterly.
3. Ice machine lease with Joe Harding, Inc. - rent \$91.50/month.
4. Wicker License Agreement dated September 4, 1994 - license of certain anti-counterfeiting technology - royalty of 2.5% of products sold in the United States and 5% of products sold outside of the United States.
5. Agreement with Alpha Packaging, Inc. dated May 27, 1997.
6. Customer Reserved Stock Agreement with xpedx, a division of International Paper Company, dated January 16, 2002.
7. Consignment Agreement with Miller Cooper Company - undated and unexecuted.
8. Agreement with Rental Uniform Service, Inc. dated March 16, 2000.
9. Agreement with Pitney Bowes - undated.
10. Trademark 2002 Application Contract.
11. Unitrends Contract.
12. Amgraf, Inc. Software Maintenance Agreement.
13. Midland Office Equipment Service Agreement.

**Crabar's Contracts**

1. Labor Agreement by and between Crabar and Leipsic Local 270 Graphic Communications International Union - December 9, 1999 to November 30, 2004.
2. Offsite storage lease with Metro Self Storage - month to month lease of 10x20 storage facility. Used to store old accounting records.
3. Equipment lease with Signode Packaging Systems - lease of certain undeterminable equipment. - rent \$818.94/month.
4. Forklift lease with Citicorp Del-Lease - no copies of lease, just e-mail from Crabar

stating rent is \$584.36/month. Crabar cannot locate its copy and has asked the leasing company for a copy. A. Ware will forward as soon as possible.

5. Postage Meter lease with Ascom Hasler - rent \$60.71/month.
6. Postage Meter lease with Ascom Hasler - rent \$60.56/month.
7. Postage Meter lease with Ascom Hasler - rent \$53.05/month.
8. Agreement of Lease between Imperial Plaza, Ltd. and Crabar for 4,800 rentable square feet located at 1129 Miamisburg-Centerville Road, Dayton, OH 45449. Lease has expired by its terms. There is no new lease; Crabar is on a month to month lease arrangement.
9. Consignment agreement – Kohl & Madden.
10. Voice and internet communications contracts.
11. AT&T non-disclosure agreement.
12. Expanets maintenance agreement renewal.
13. PSINet service renewal from Acct. #IFRC1216.
14. PSINet service renewal from Acct. #PWAA005163.
15. Airtouch cellular – service update agreement.
16. Agreement for purchase of computer hardware with Plantrol.
17. Print Solutions Advertising and Billing Agreement.
18. Workforce Solutions Onsite Service Agreement.
19. Trademark 2002 Online Contract.
20. i2002 Allocation On-Site Exhibit Space Contract.

#### Parent's Contracts

1. Copier lease between Parent and Xerox - lease of office equipment through Sept. 2003 - rent \$424.41/month.
2. Copier lease between Parent and Xerox - lease of office equipment through Sept. 2003 - rent \$146.08/month.
3. Copier lease between Parent and Xerox - lease of office equipment through Sept. 2003 -

rent \$145.39/month.

4. Mead Paper Pricing Agreement effective prices as of June 1, 2001.
5. One time carbon sales agreement between Frye Copy Systems and Allied Paper.

\* The forgoing contracts will be assigned at Closing to the extent assignable.



1. RECITALS.

The recitals to this Agreement are expressly incorporated herein by this reference.

2. PURCHASE AND SALE OF ASSETS.

2.1 Purchased Assets. At the Closing (defined below in Section 5.2), Buyer will purchase from Sellers, and Sellers will sell, transfer, convey and deliver to Buyer, all of Sellers' right, title and interest in and to Sellers' following assets (collectively, the "**Purchased Assets**"):

(a) All cash, cash equivalents, prepaid expenses and deposits, except those described in Section 2.3(g);

(b) All accounts, accounts receivable, contract rights to payment, notes and notes receivable (collectively, the "**Accounts Receivable**");

(c) All tangible personal property, including without limitation, the following:

(i) Machinery and equipment;

(ii) Furniture, fixtures and art work;

(iii) Trucks and other vehicles;

(iv) Inventories of raw materials, work-in-progress and finished goods and all other inventories (collectively, the "**Inventories**");

(v) Supplies, materials and tools; and

(vi) Owner's or other manuals related to any of the foregoing.

(d) All real property;

(e) All Intellectual Property (defined below in Section 2.2), goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;

(f) All rights under any permit, registration, franchise, license, easement, application, filing, approval or authorization of any nature applicable to Sellers, to the extent assignable;

(g) The Assumed Contracts (defined below in Section 2.4(a));

(h) All books, records, files, databases, plans, specifications, technical information, confidential information, price lists, supplier lists, promotional materials, advertising copy and data, sales records, service records, customer lists and files (including customers relating to bids in process and outstanding proposals), plant maps, plans and designs of buildings, structures, fixtures and equipment, environmental control and monitoring records and all other proprietary information, other than Intellectual

Property, including copies of the following papers and records in Sellers' control: all tax records and financial records and files, personnel and labor relations records and employee benefits and compensation plans and records;

- (i) All customer relationships and related goodwill, if any;
- (j) All telephone and telecopy numbers and other intangible assets, including all right, title and interest in and to Sellers' names "Crabar Business Systems Corporation" and "Witt Printing Co.," and all derivatives thereof; and
- (k) Any and all other assets and properties of every kind, character and description, whether tangible, intangible, real, personal or mixed, and wherever located or by whomever possessed related to the Business.

**2.2 Intellectual Property.** In this Agreement, "**Intellectual Property**" means Sellers':

- (a) Inventions, whether patentable or unpatentable and whether or not reduced to practice, and all improvements thereto;
- (b) Patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof;
- (c) Trademarks, service marks, trade dress, logos, trade names, internet domain names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith;
- (d) Copyrightable works and copyrights and all applications, registrations and renewals in connection therewith;
- (e) Trade secrets and confidential business information, including, without limitation, ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, pricing and cost information, and business and marketing plans and proposals;
- (f) Computer software, including, without limitation, data and related documentation;
- (g) Any licenses or similar agreements with regard to the foregoing; and
- (h) Other proprietary rights and copies and tangible embodiments of any of the foregoing in whatever form or medium.

**2.3 Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets do not include any of Sellers' right, title and interest in and to Sellers' following assets (collectively, the "**Excluded Assets**"):