

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

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## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Washburn Graphics, Inc.		09/29/2000	CORPORATION: NORTH CAROLINA

## RECEIVING PARTY DATA

Name:	Cadmus Printing Group, Inc.
Street Address:	1801 Bayberry Court
Internal Address:	Suite 200
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23226
Entity Type:	CORPORATION: VIRGINIA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2630174	E.SERT

## 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

ATTORNEY DOCKET NUMBER:

019589.1

NAME OF SUBMITTER:

Robert L. Brooke

Total Attachments: 4

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TRADEMARK

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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of September 29, 2000 (the "Effective Date"), is made by Washburn Graphics, Inc., a North Carolina corporation, located in Charlotte, North Carolina ("Assignor"), to Cadmus Printing Group, Inc., a Virginia corporation, located in Richmond, Virginia ("Assignee").

## **W I T N E S S E T H**

WHEREAS, Assignor developed and originally owned the registered marks, and the applications for registration of marks, set forth on Schedule A attached hereto and incorporated herein by this reference (the marks listed in Schedule A are referred to collectively herein as the "Marks;

WHEREAS, Assignor previously agreed to assign as of September 29, 2000, and Assignee previously agreed to acquire as of September 29, 2000, among other things, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and accordingly the parties have taken action in reliance upon such agreement;

WHEREAS, the parties desire to enter into this Assignment to memorialize the previous transfer of the Marks as of September 29, 2000, as contemplated by the parties' agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby confirms *nunc pro tunc* the assignment to Assignee, its successors and assigns of all the right, title and interest of Assignor throughout the world in and to the Marks and the corresponding registrations therefor, and all rights of extension and renewal to the fullest extent allowed by law, together with the goodwill of the business symbolized by such Marks.

2. Assignor hereby further confirms the assignment to Assignee all of Assignor's right, title and interest throughout the world in and to any marks adopted or used by Assignor in the future, and any applications and registrations relating thereto, and all rights of extension and renewal to the fullest extent allowed by law, together with the goodwill of the business symbolized by such marks.

2. Assignee shall have all right to register, extend, renew, maintain, defend and enforce the Marks, and any and all registrations resulting therefrom, in its own name in the United States and any foreign country, and Assignor hereby agrees to execute any documents and perform any acts that Assignee may request from time to time to ensure that all rights intended to be transferred to Assignee by this Assignment have been transferred, and to enable

and assist Assignee to perfect, by registration or otherwise, and to protect, by enforcement actions or otherwise, all rights to be transferred by this Assignment.

3. Assignor hereby assigns to Assignee, its successors and assigns all causes of action and claims of infringement of the Marks under the trademark laws of the United States, foreign countries and international trademark conventions and treaties that have accrued to Assignor as of the date hereof. Assignor hereby further agrees to cooperate fully, at Assignee's cost, with Assignee in the enforcement of all such causes of action and claims.

4. Assignor hereby represents and warrants that (i) as of the Effective Date, it was the exclusive owner of the Marks, as well as the goodwill of the business symbolized by the Marks, (ii) it has full authority to enter into this Assignment, and (iii) to the best of its knowledge, neither this Assignment nor any right granted herein violates any obligation owed to, or right of, any third party.

5. Assignor hereby agrees that this Assignment shall be binding upon its representatives, successors and assigns.

6. Assignor hereby agrees that this Assignment shall be governed by the laws of the State of Delaware, without reference to its choice of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be effective as of the date first appearing above.

**Washburn Graphics, Inc.**

By Bruce G. Willis  
Bruce G. Willis  
Vice President

*Commonwealth* Virginia )  
~~STATE~~ OF Virginia )  
~~CITY~~ COUNTY OF Alexandria )

The foregoing instrument was acknowledged before me by Bruce G. Willis, Vice President, for and on behalf of Cadmus Journal Services, Inc., this 28<sup>th</sup> day of September, 2004.

Elizabeth A. Doffman  
Notary Public

My commission expires May 31, 2008.

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**Schedule A**

**Registered Trademarks**

**Marks**

**Registration No.**

E.SERT and design

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