

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ricoh Printing Systems America, Inc.		02/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Clover Purchasing LLC
Street Address:	4200 Columbus Street
City:	Ottawa
State/Country:	ILLINOIS
Postal Code:	61350
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2754226	INK STATION
Registration Number:	2762671	INK STATION
Registration Number:	1366402	DATAPRODUCTS
Registration Number:	2022725	DATAPRODUCTS
Registration Number:	1030613	DP DATAPRODUCTS

CORRESPONDENCE DATA

Fax Number: (312)207-6400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-207-1000
 Email: IPDocket@sachnoff.com
 Correspondent Name: Pam Chen, Sachnoff & Weaver, Ltd.
 Address Line 1: 10 South Wacker Drive
 Address Line 4: Chicago, ILLINOIS 60606

OP \$140.00 2754226

NAME OF SUBMITTER:	Pam Chen
Signature:	/Pam Chen/
Date:	02/23/2005
Total Attachments: 8 source=CLOVERTRADEMARK#page1.tif source=CLOVERTRADEMARK#page2.tif source=CLOVERTRADEMARK#page3.tif source=CLOVERTRADEMARK#page4.tif source=CLOVERTRADEMARK#page5.tif source=CLOVERTRADEMARK#page6.tif source=CLOVERTRADEMARK#page7.tif source=CLOVERTRADEMARK#page8.tif	

TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark Assignment and Agreement (the "Assignment") is made effective as of the 1st day of February, 2005, by and between Ricoh Printing Systems America, Inc., a Delaware corporation ("Assignor"), and Clover Purchasing LLC, a Delaware limited liability company ("Assignee").

INTRODUCTION

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark registrations listed on the attached Schedule A (hereinafter, the "Trademarks"), and the goodwill of the business associated with the Trademarks (the "Goodwill");

WHEREAS, Assignee is desirous of acquiring all rights to the Trademarks and the Goodwill.

ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee, the entire right, title, interest in, to and under the Trademarks and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee causes of action and rights to bring suit for past infringement of the Trademarks.
2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademarks.
3. At Assignee's sole expense, Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be reasonably necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Trademarks and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Trademarks.
4. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 3 above.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any conflict of laws provisions.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

Assignor:

Ricoh Printing Systems America, Inc.

By: Yoshiki Okuno
Name: Yoshiki Okuno
Title: President

STATE OF California)
COUNTY OF Ventura) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 27th day of JANUARY, 2005, personally appeared before me Yoshiki Okuno, the President of RICOH PRINTING SYSTEMS AMERICA, INC., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.



ACCEPTED:

Lorraine Robertson
Notary Public

Clover Purchasing LLC,
as Assignee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

Assignor:

Ricoh Printing Systems America, Inc.

By: _____
Name: _____
Title: _____

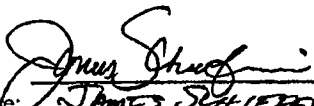
STATE OF _____)
) SS:
COUNTY OF _____)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this _____ day of _____, 2005, personally appeared before me _____, the _____ of RICOH PRINTING SYSTEMS AMERICA, INC., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the _____ of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

Notary Public

ACCEPTED:

Clover Purchasing LLC,
as Assignee

By: 
Name: JAMES SCHIERELBEN
Title: CEO

**Schedule A
to
TRADEMARK ASSIGNMENT AND AGREEMENT**

(See attached.)

Registered Trademarks

DIVISION	MARK/USE	CLASS OF GOODS	U.S. REGISTRATION NUMBER	U.S. REGISTRATION DATE	Country
U.S. Supplies	Ink Station/brand for printer supplies	IC 2	2754226	8/19/03	USA
U.S. Supplies	Ink Station & Design/brand for printer supplies	IC 2	2762671	9/9/03	USA
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9, US 26	1366402	10/22/85	USA
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9	79620	5/15/75	Austria
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9	328400	11/22/74	Benelux
U.S. Supplies	Dataproducts & Design/brand for printer supplies		218561	1/28/77	Canada
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 16	1105249	9/21/97	China
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9	910437	5/6/94	France
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9	962414	9/5/77	Germany
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9	B700/1980	1/28/77	Hong Kong
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9	B85768	9/21/00	Ireland

I-LA/802083

Schedule A

DIVISION	MARK/USE	CLASS OF GOODS	U.S. REGISTRATION NUMBER	U.S. REGISTRATION DATE	Country
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 7,9	311247	8/16/78	Italy
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 11	2668363	5/31/94	Japan
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 1,9	277625	8/4/82	Mexico
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9	B1025925	3/4/95	United Kingdom
U.S. Supplies	Dataproducts & Design/brand for printer supplies	IC 9	B7135/90 B7134/90	11/13/90 11/13/90	Singapore
U.S. Supplies	Dataproducts/ brand for printer supplies	IC 1, 2, 9, 16 US 21, 23, 26	2022725	12/17/96	USA
U.S. Supplies	Dataproducts & Design w/Infinity Symbol/brand for printer supplies	IC 9 US 21, 23, 26, 36, 38	1030613	1/20/76	USA
U.S. Supplies	Dataproducts w/Infinity Symbol/brand for printer supplies	IC 9	1550091	4/6/01	China
U.S. Supplies	Dataproducts (in Chinese characters) w/Infinity Symbol/brand for printer supplies	IC 9	1220953	11/7/98	China
U.S. Supplies	Dataproducts (Logo)	IC 9	1149270	2/7/98	China

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Schedule A

DIVISION	MARK/USE	CLASS OF GOODS	U.S. REGISTRATION NUMBER	U.S. REGISTRATION DATE	Country
U.S. Supplies	Dataproducts (Logo)	IC 16	1099134	9/14/97	China

Common Law Trademarks

1. "iprint"
2. "dot confidence"

1-1A:802083