

10-22-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
and States Patent and Trademark Office

REC-1
102869010
TRADEMARKS ONLY

60-1904

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Heidelberger Druckmaschinen AG

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Germany

Execution Date(s) August 6, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Heidelberg Web Systems, Inc.

Internal

Address:

Street Address: 120 Broadway

City: Dover

State: NH

Country: USA Zip: 03820

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Delaware

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

75387731

B. Trademark Registration No.(s)

See Schedule A to the attached
Trademark Assignment Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A to the attached Trademark Assignment Agreement

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Woodhouse

Internal Address: Latham & Watkins LLP
Suite 1000

Street Address: 885 Third Avenue

City: New York

State: New York Zip: 10022

Phone Number: (212) 906-1349

Fax Number: (212) 751-4864

Email Address: Jessica.Woodhouse@lw.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jessica Woodhouse
Signature

October 19, 2004
Date

Jessica Woodhouse

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/21/2004 GT0N11 00000023 75387731

01 FC:8521
02 FC:8522

40.00 OP
325.00 OP

TRADEMARK
REEL: 003066 FRAME: 0362

Schedule A

Assigned Trademarks

WUS_FIN_TRADEMARK_US

Filing No	Trademark	Registration No	Date of Registration	Docketing No
75/387,731	Pacesetter	2389009	26-Sep-00	94
75/387,731	Sure Grip	2,258,831	06-Jul-99	97
75/474,679	Universalbinder	2,622,553	24-Sep-02	99
76/100,101	NP	2,577,510	11-Jun-02	151
76/100189	Magnapak	2,465,819	03-Jul-01	152
76/100,102	Eclipse	2,603,671	06-Aug-02	153
76/099690	Magnabind	2,471,678	24-Jul-01	158
75/170,760	Olympian	2,263,933	27-Jul-99	600
266,47	SHERIDAN	871,227	17-Jun-69	602
230,154	MACEY	824,837	28-Feb-67	605
230,155	MACEYMATIC	815,445	20-Sep-66	606

NY930748.1

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made by Heidelberger Druckmaschinen AG, a corporation organized under the laws of the Federal Republic of Germany ("Assignor") to Heidelberg Web Systems, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Intellectual Property Agreement, dated as of [Aug 6], 2004, by and among Goss International Corporation, Goss Contiweb B.V., Heidelberger Druckmaschinen AG, Heidelberg Web Systems, Inc., Heidelberg Web Systems S.A., Heidelberg Contiweb B.V., and Contiweb B.V. (the "IP Agreement");

WHEREAS, Assignor has adopted and used or has otherwise owned or has the intent to use the trademarks set forth in Schedule A, attached hereto and made a part hereof, said trademarks, including all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue and recover for past, present and future infringement thereof, being collectively referred to herein as the "Assigned Trademarks";

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer all of the right, title and interest in and to the Assigned Trademarks; and

WHEREAS, Assignee and Assignor are desirous of executing a document suitable for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby, assign, sell and transfer to Assignee all right, title and interest in and to the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions for past, present and future infringement thereof, and (c) grant licenses or other interests therein. The foregoing includes, and Assignor hereby assigns, sells and transfers to Assignee, the goodwill symbolized by the Assigned Trademarks. Assignee accepts such assignment, and subject to the terms of the IP Agreement, assumes (and shall pay, perform and discharge when due) all obligations with respect to such Assigned Trademarks from and after the date of this Trademark Assignment. To the extent there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the IP Agreement, the terms and conditions of the IP Agreement shall control.

