

10-22-2004

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



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

RECC 102869012
TRADEMARKS ONLY

10-19-04

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: 121 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)
74952533

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
- Please charge additional amounts to account #*

8. Payment Information: 501988

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 6TDW11 00000026 74352533

01 FC:8521 40.00 OP
02 FC:8522 250.00 OP

700179142

TRADEMARK
REEL: 003115 FRAME: 0672

Schedule AAssigned Trademarks

WUS_WEB_TRADEMARK_US

Filing No	Trademark	Registration No	Date of Registration	Docketing No
74/352533	MERCURY	1,814,720	04-Jan-94	68
75/677,852	Mainstream	2,491,777	25-Sep-01	103
75/677,851	Newsstream	2,497,502	16-Okt-01	105
75/677,850	Tristream	2,497,501	16-Okt-01	106
75/677,866	Printstream	2,497,504	16-Okt-01	107
75/677,864	Starstream	2,491,778	25-Sep-01	108
75/677,865	Adstream	2,497,503	16-Okt-01	109
75/677,867	Wordstream	2,499,410	23-Okt-01	110
75/703,472	AUTOWEBUP	2,472,505	24-Jul-01	111
75/723,430	SUNDAY	2,577,036	11-Jun-02	112
76/100,104	Omnicon	2,673,757	14-Jan-03	156
76/217,638	Tele-Color	2,682,490	04-Feb-03	194
390,586	DENSICONTROL	1,291,924	28-Aug-84	503
74/395,746	MINITAB	1826123	15-Mrz-94	505

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], 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.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative.

ASSIGNOR: HEIDELBERGER DRUCKMASCHINEN AG

By: Wirnt Galster

Name: Wirnt Galster

Title: General Counsel

STATE OF New York)

COUNTY OF New York)

ss.:

On this 6th day of August, 2004 before me personally appeared Wirnt Galster, known to me, who being duly sworn, did depose and say that that the foregoing Trademark Assignment was made for the purposes and considerations so stated, and that he was authorized to act on behalf of Heidelberg Druckmaschinen AG in entering into such Trademark Assignment.

Jon Sommer
Notary Public:
My commission expires:

JON SOMMER
Notary Public, State of New York
No. 01SO6009969
Qualified in Kings County
Commission Expires August 30, 2006

ACKNOWLEDGED BY:
ASSIGNEE: HEIDELBERG WEB SYSTEMS, INC.

By: [Signature]

Name: Torben Rasmussen
Title: Chief Financial Officer

Date: August 6, 2004