

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Applied Printing Technologies, L.P.		10/27/2005	LIMITED PARTNERSHIP: DELAWARE
New Elmira, L.L.C.		10/27/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barton Printing, Inc.
Street Address:	527 West 34th Street
Internal Address:	c/o Earthcolor, Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2166786	APPLIED PRINTING TECHNOLOGIES
Registration Number:	2141833	APT
Registration Number:	2280229	APT
Registration Number:	2245283	APT APPLIED PRINTING TECHNOLOGIES
Serial Number:	76627098	APT

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 80 State Street

CH \$140.00 2166786

Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	11/15/2005

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is dated as of October 27, 2005, and is made from Applied Printing Technologies, L.P., a Delaware limited partnership ("APT"), and New Elmira, L.L.C., a Delaware limited liability company (together with APT, "Assignors"), on the one hand, to Barton Printing, Inc., a Delaware corporation ("Assignee"), on the other hand.

WITNESSETH

WHEREAS, Assignors have adopted and use in commerce the marks set forth in the attached Schedule 1 (the "Marks");

WHEREAS, Earthcolor, Inc., a Delaware corporation ("Earthcolor"), and Assignors have entered into that certain Asset Purchase Agreement dated as of September 29, 2005, as in effect on the date hereof (the "Asset Purchase Agreement");

WHEREAS, Earthcolor has assigned all of its rights and interests under the Acquisition Agreement to Assignee, an indirect, wholly-owned subsidiary of Earthcolor and designated Purchaser to perform its obligations thereunder;

WHEREAS, Assignee wishes to acquire from Assignors, and Assignors wish to transfer to Assignee, the Marks and the goodwill associated with the Marks in accordance with and subject to the terms of the Asset Purchase Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign to Assignee all rights, title and interests in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of the Marks. This Trademark Assignment will be governed by the laws of the State of New York without regard to its conflicts of laws principles.

Assignors shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of them by Assignee to carry out and fulfill the purposes and intent of this Trademark Assignment.

In the event that any provision of this Agreement is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Trademark Assignment under seal as of the date first set forth above.

ASSIGNORS:

APPLIED PRINTING TECHNOLOGIES, L.P.
By: Applied Printing Technologies, Inc.,
Its General Partner

By: [Signature] CFO
Name:
Title:

NEW ELMIRA COMPANY, L.L.C.

By: [Signature] CFO
Name:
Title:

THE STATE OF NEW YORK

County of NY

This instrument was executed before me on this 20 day of Oct, 2005, by Thomas Peck, the CFO (title) of Applied Printing Technologies, L.P., a Delaware limited partnership, on behalf of said limited partnership, and Thomas Peck, the CFO (title) of New Elmira, L.L.C., a Delaware limited liability company, on behalf of said limited liability company.

WITNESS my hand and official seal.

[Signature]

Notary Public in and for
The State of New York

CYNA ALDERMAN

Printed or Typed Name of Notary

My Commission Expires 2/27/07
CYNA ALDERMAN
NOTARY PUBLIC, State of New York
No. 31-5078416
Qualified in New York County
Commission Expires May 27, 2007

Signature page to Trademark Assignment

ASSIGNEE:

BARTON PRINTING, INC.

By: *Dennis Ganzak*
Name: Dennis Ganzak
Title: VP and Secretary

County of New York

This instrument was executed before me on this 24th day of Oct., 2005, by Dennis Ganzak, the VP and Secretary (title) of Barton Printing, Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Mary Ann Lorenzo
Notary Public in and for
The State of New York

Printed or Typed Name of Notary

My Commission Expires _____

MARYANN LORENZO
Notary Public, State of New York
No. 01LO051088
Qualified in Kings County
Commission Expires November 13, 2006

Schedule 1

<u>MARK</u>	<u>REGISTRATION NO.</u>
Applied Printing Technologies	2,166,786
APT	2,141,833
APT (stylized)	2,280,229
APT Applied Printing Technologies	2,245,283
APT (stylized)	Application No. 76627098