TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guaranty Business Credit Corporation		02/27/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Interprint Acquisitions, LLC
Street Address:	7111 Hayvenhurst Avenue
City:	Van Nuys
State/Country:	CALIFORNIA
Postal Code:	91406
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2486967	INTERPRINT

CORRESPONDENCE DATA

Fax Number: (617)248-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172485000
Email: tmadmin@choate.com
Correspondent Name: Jennifer Lynch
Address Line 1: Two International Place
Address Line 2: Attn: Trademark Administrator
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2005390-0002
NAME OF SUBMITTER:	Daniel L. Scales
Signature:	/Daniel L. Scales/

OP $40.00 2486967

Date:	03/07/2006

Total Attachments: 2
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February 27, 2006

MFC Capital Funding, Inc.
111 South Wacker Drive, Suite 5050
Chicago, Illinois 60606
Attention: Thomas G. Karle

Re: Payoff Letter

Ladies and Gentlemen:

The undersigned, Guaranty Business Credit Corporation (the "Creditor"), has been advised by InterPrint Acquisitions, LLC, an Indiana limited liability company (the "Debtor"), that MFC Capital Funding, Inc., a Minnesota corporation (the "Lender"), will engage in certain financing of InterPrint, LLC, a Delaware limited liability company ("Borrower"), which will acquire substantially all of the assets of the Debtor. Such financing by the Lender is to be secured by a security interest in all assets of the Borrower.

The total aggregate principal balance, expenses, fees, charges and accrued interest, if any, due the Creditor from the Debtor, if paid on or before 3:00 p.m., Chicago, Illinois time (the "Pay-off Time"), on February 27, 2006 (the "Pay-off Date"), will be the "Pay-off Amount"). If the Pay-off Amount is received on the Pay-off Date after the Pay-off Time, the Pay-off Amount shall increase by an amount of

Upon the Creditor's receipt of the Pay-off Amount on or before the Pay-off Time on the Pay-off Date by Federal Reserve wire transfer to Guaranty Bank, Dallas, TX, ABA Number , in payment of the Debtor's indebtedness to the Creditor, the Creditor hereby (i) acknowledges and agrees that payment to it of the Pay-off Amount will constitute payment in full and complete satisfaction of all of the Debtor's indebtedness and obligations to the Creditor, and (ii) agrees that effective upon receipt by the Creditor of the Pay-off Amount (a) all security interests, mortgages and other liens, if any, which the Debtor may have granted to the Creditor, or which the Creditor may otherwise possess with respect to any assets or properties of the Debtor, shall automatically be released and terminated, and (b) the Debtor shall have no further liabilities or obligations to the Creditor.

333 South Grand Avenue, Suite 1650
Los Angeles, CA 90071
ph: 213.253.4600
www.gbcc.guarantygroup.com

The Creditor hereby (1) authorizes any of the Debtor and the Lender, or any of their respective designees, to file Uniform Commercial Code financing statement amendments evidencing the release and termination of the Creditor's liens in any assets or properties of the Debtor, (2) agrees to promptly execute and deliver to the Lender following payment in full of the Pay-off Amount, such Uniform Commercial Code financing statement amendments, terminations, releases, or other agreements and documents, as the Lender may request to evidence the release and termination of the Creditor's liens in any assets or properties of the Debtor, and (3) agrees to promptly deliver assets of the Debtor in its possession to the Debtor or such other party as the Debtor may direct in writing.

Very truly yours,

Guaranty Business Credit Corporation

John D. Watkins
Vice President/Loan Officer

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