

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|-----------------------|--|

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-----------------------|
| Graphic Technology, Inc. | | 11/30/2004 | CORPORATION: MISSOURI |

RECEIVING PARTY DATA

| | |
|-----------------|----------------------------|
| Name: | Vestcom New Century LLC |
| Street Address: | 7304 Kanis Road |
| City: | Little Rock |
| State/Country: | ARKANSAS |
| Postal Code: | 72204 |
| Entity Type: | LIMITED LIABILITY COMPANY: |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 2582627 | MEAL TICKET |
| Registration Number: | 2468150 | TAGLINE |
| Registration Number: | 2465373 | MAGZ |
| Registration Number: | 2437445 | FAST TALKER |
| Registration Number: | 2556525 | DUPE GUARD |
| Registration Number: | 2666305 | FASTAG |
| Registration Number: | 1162732 | LASERLABEL |

CORRESPONDENCE DATA

Fax Number: (816)292-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocketing@lathropgage.com
 Correspondent Name: A. Justin Poplin
 Address Line 1: 2345 Grand Boulevard, Suite 2800
 Address Line 4: Kansas City, MISSOURI 64108-2684

CH \$190.00 2582627

| | |
|---|---------------|
| NAME OF SUBMITTER: | Aimee Britt |
| Signature: | /aimee britt/ |
| Date: | 05/11/2006 |
| Total Attachments: 8 source=APA-01#page1.tif source=APA-02#page1.tif source=APA-03#page1.tif source=APA-04#page1.tif source=APA-05#page1.tif source=APA-06#page1.tif source=APA-07#page1.tif source=APA-08#page1.tif | |

ASSET PURCHASE AGREEMENT

DATED

NOVEMBER 30, 2004

BY AND AMONG

VESTCOM INTERNATIONAL, INC.,

VESTCOM NEW CENTURY LLC

GRAPHIC TECHNOLOGY, INC.

AND

NITTO AMERICAS, INC.

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of November 30, 2004, by and among VESTCOM INTERNATIONAL, INC. ("Vestcom"), VESTCOM NEW CENTURY LLC, a Delaware limited liability company the sole member of which is a wholly-owned subsidiary of Vestcom (the "Purchaser"), GRAPHIC TECHNOLOGY, INC. ("GTI" or the "Seller") and NITTO AMERICAS, INC. ("Nitro Americas").

WITNESSETH:

WHEREAS, Vestcom is a corporation organized and existing under the laws of the State of New Jersey; and

WHEREAS, Purchaser is a limited liability company organized and existing under the laws of the State of Delaware and its sole member is a wholly-owned subsidiary of Vestcom;

WHEREAS, Seller is a corporation organized and existing under the laws of the State of Missouri and is wholly-owned by Nitto Americas, a corporation organized and existing under the laws of the State of New York; and

WHEREAS, Seller desires to sell and transfer to the Purchaser, and the Purchaser desires to purchase from the Seller, certain assets of Seller used and useful in conducting Seller's business [other than the Signage Business (as hereinafter defined)] which are defined hereinafter as the Purchased Assets;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties and covenants contained herein, and intending to be legally bound, the parties hereto hereby agree as follows:

ARTICLE I

Purchase and Sale of Assets

Section 1.1. *Purchase and Sale of Assets.* Upon the terms and subject to the conditions of this Agreement and on the basis of the representations, warranties and agreements contained herein, at the Closing (as defined in Article II), the Seller is selling, assigning, transferring, conveying and delivering to the Purchaser all of the Seller's right, title and interest in and to the Purchased Assets and the Purchaser is purchasing such Purchased Assets from the Seller. Purchaser is not purchasing any of the Retained Assets. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT WITH RESPECT TO THE ASSUMED LIABILITIES, THE PURCHASER IS NOT ASSUMING, NOR SHALL IT IN ANY MANNER BECOME LIABLE FOR, ANY LIABILITIES OR OBLIGATIONS OF ANY KIND**

“Net Revenues” means revenues billed to Gateway and/or CVS for the sale, lease or other provision of products and services during the Period by Purchaser, Vestcom or an Affiliate of Vestcom which has acquired substantially all of the Purchased Assets, less (a) returns and invoice adjustments from sales of products or services made in the ordinary course during the Period and (b) amounts paid by Purchaser in connection with such sales, leases or other provision of products and services for (i) any sales or similar taxes and (ii) shipping charges by a third party which is not an Affiliate of Vestcom or Cornerstone.

“Person” means an individual, partnership, corporation, joint stock company, unincorporated organization or association, trust or joint venture, or a governmental agency or political subdivision thereof.

“Promissory Note” has the meaning ascribed to such term in Section 1.2.

“Proprietary Rights” means all patents, patent registrations, patent applications, trademarks, trade names, service marks, trademark and service mark registrations and applications therefor, copyrights, copyright registrations, copyright applications, technology, inventions, computer software, data and documentation (including electronic media) (other than shrink-wrap or off-the-shelf software and accompanying data and documents), trade secrets, know-how, customer lists, processes, other intellectual property and proprietary information or rights related to or which have been or are currently used in the conduct of the Seller’s business; and permits, licenses or other agreements to or from third parties regarding the foregoing.

“Purchased Assets” means all of the Seller’s rights, title and interests in and to the assets of the Seller on the Closing Date pertaining to and used in Seller’s business (other than its Signage Business), less and excluding the Retained Assets and also excluding any debt related thereto other than Assumed Liabilities (which debt other than the Assumed Liabilities shall be paid in full by Seller prior to the Closing), including:

- (i) all furniture, fixtures, leasehold improvements, plants, structures and buildings, computer equipment, software, software licenses, communication equipment, inventory, equipment, supplies and any other miscellaneous assets used by or located at the Facilities or the Anaheim Operations, including all items listed on Schedule 4.5;
- (ii) all vehicles, including those listed on Schedule 4.5;
- (iii) any prepaid expenses, and any environmental insurance, of the Seller which is assignable and can be utilized by the Purchaser, other than prepaid non-environmental insurance;

- (iv) all books and records (or copies thereof), including customer lists, personnel and independent contractor records, financial records, insurance and workers compensation histories and advertising or promotional materials;
- (v) all executory rights under all real property leases listed on **Schedule 4.17(a) (viii)** pertaining to the Leased Real Property and any and all security deposits related thereto;
- (vi) all executory rights under the equipment leases listed on **Schedule 4.17(a) (viii)** for equipment used at the Facilities and under those other Contracts listed on **Schedule 4.17** except any which Purchaser has notified Seller in writing at least five (5) business days prior to Closing that it does not wish to assume;
- (vii) those telephone numbers, e-mail addresses or the like listed on **Schedule 4.16**;
- (viii) all customer lists of the Seller, including those listed on **Schedule 4.16**;
- (ix) all Proprietary Rights of the Seller, including those listed on **Schedule 4.16**;
- (x) all accounts, notes and other receivables of the Seller representing actual revenue earned in the ordinary course of business prior to Closing;
- (xi) all prepaid deposits of Seller; and
- (xii) all goodwill and going concern value associated with the Seller's business and operations (other than its signage business).

"Regulated Substances" means pollutants, contaminants, hazardous or toxic substances, compounds or related materials or chemicals, hazardous materials, hazardous waste, flammable explosives (including, but not limited to radon, radioactive materials, asbestos, urea formaldehyde foam insulation and polychlorinated biphenyls), medical waste or by-products, petroleum and petroleum products (including, but not limited to, waste petroleum and petroleum products) as regulated under applicable Environmental Laws.

"Retained Assets" means the assets of the Seller identified on **Schedule 3.1**.

"Signage Business" means the contracted business of Seller performed on those Retained Assets designated as being so used on **Schedule 3.1**.

“Survival Period” has the meaning ascribed to such term in Section 8.1.

“Targeted Working Capital Amount” means \$7,454,000.

“Third Party Claim” has the meaning ascribed to such term in Section 8.3.

“Working Capital Amount” means the amount equal to (i) certain current Purchased Assets (consistent with those assets specified on Exhibit B, and calculated in accordance with GAAP and the Seller’s historic accounting policies) minus (ii) certain current Assumed Liabilities (consistent with those liabilities specified on Exhibit B, and calculated in accordance with GAAP and the Seller’s historic accounting policies).

Section 3.2. *Interpretation.* Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, “herein,” “hereto,” “hereof” and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof; (ii) words importing the masculine gender shall also include the feminine and neutral genders, and vice versa; and (iii) words importing the singular shall also include the plural, and vice versa.

ARTICLE IV

Representations and Warranties Regarding the Seller and Nitto Americas

The Seller and Nitto Americas, jointly and severally, represent and warrant to the Purchaser and Vestcom as follows:

Section 4.1. *Organization and Qualification of the Seller, Nitto Americas and the Facilities.* The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri, with full corporate power and authority to own or lease its properties and assets and to carry on its business as presently conducted. The Seller is duly qualified to do business as a foreign corporation in all other jurisdictions where the nature of its business requires such qualification. A true and complete list of the jurisdictions in which Seller is qualified to do business is set forth on **Schedule 4.1** annexed hereto. Seller is wholly-owned by Nitto Americas, which is wholly-owned by Nitto Denko Corporation, a publicly traded company headquartered in Ibaraki, Osaka, Japan.

Section 4.2. *Authorization.* Each of the Seller and Nitto Americas has full power and authority, corporate and other, to execute and deliver this Agreement and to perform its obligations hereunder, all of which have been duly authorized by all requisite corporate action on the part of Seller and Nitto Americas. This Agreement has been duly authorized, executed and delivered by the Seller and Nitto Americas and constitutes a valid and binding agreement of the Seller and Nitto Americas, enforceable against them in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

VESTCOM INTERNATIONAL, INC.

By: [Signature]
Name: STEVE BARDWELL
Title: PRESIDENT & CEO

VESTCOM NEW CENTURY LLC

By: Vestcom Mid-Atlantic, Inc., its sole member

By: [Signature]
Name: STEVE BARDWELL
Title: PRESIDENT & CEO

GRAPHIC TECHNOLOGY, INC.

By: [Signature]
Name: William J. Howard
Title: President & CEO

NITTO AMERICAS, INC.

By: [Signature]
Name: William J. Hayes
Title: President & CEO, Nitto Americas

EXHIBIT B

WORKING CAPITAL CALCULATION

4.16 Proprietary Rights/Telephone Numbers/E-Mail Addresses

Patents Owned

- 1 Partially Secured Label, Label Sheet and Manufacturing Method (FasTalker®)
U.S. Patent 6,579,585 B1 dated June 17, 2003
Assignee: Graphic Technology, Inc. (U.S.)
Filed: October 1, 1999
- 2 Sheeting Apparatus and Method for a Printing Press
U.S. Patent 6,595,131 B2 dated July 22, 2003
Assignee: Graphic Technology, Inc. (U.S.)
Filed: March 15, 2001
- 3 Labeling System and Method and Label Manufacturing Method Using Label Sheets with Adhesive (FasTag®)
U.S. Patent 6,632,316 B1 dated October 14, 2003
Assignee: Graphic Technology, Inc. (U.S.)
Filed: November 24, 2000

Trademarks & Service Marks Owned

- 4 DupeGuard® - Quality control system used during card production to ensure that no duplicate numbers are produced.
Registration No. 2,556,525
Registration Date: April 2, 2002
- 5 FasTag® - Paper label with fugitive adhesive for use with co-extruded moldings
Registration No. 2,666,305
Registration Date: December 24, 2002
- 6 FasTalker® - Pressure sensitive tag where a portion of the label or tag has deadened adhesive.
Registration No. 2,437,445
Registration Date: March 20, 2001
- 7 GTI Logo Design (Beehive)
Registration No. 2,435,619
Registration Date: March 13, 2001
- 8 GTI and Logo Design
Registration No. 1,919,665
Registration Date: Original September 19, 1995
Continued Use Date: June 10, 2001
- 9 GTI
Registration No.: 2,261,083
Registration Date: July 13, 1999
- 10 LaserLabel® - Refers to all laser sheets converted by GTI.
Registration No. 1,162,732
Registration Date: Original July 28, 1981
Renewal Date: August 8, 2001
- 11 Magz® - Magnetic Labels
Registration No.: 2,465,373
Registration Date: July 3, 2001
- 12 MealTicket® - Laminated Deli Tags
Registration No.: 2,582,627
Registration Date: June 18, 2002
- 13 TagLine® - Card Stock Tags
Registration No.: 2,468,150
Registration Date: July 10, 2001
- 14 UltraCard® - Identification, Gift and Loyalty Cards
Registration No: 2,438,924
Registration Date: March 27, 2001
- 15 UltraSign® - Sign with adhesive strip along top edge for attaching to shelf edge.
Registration No.: 2,449,590
Registration Date: May 8, 2001