

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
RENAISSANCE MARK, INC.		06/01/2007	CORPORATION:
RENAISSANCE MARK COMPANY		06/01/2007	NOVA SCOTIA UNLIMITED COMPANY:

RECEIVING PARTY DATA

Name:	FD ALPHA ACQUISITION LLC
Street Address:	c/o Fort Dearborn Company
Internal Address:	1530 Morse Avenue
City:	Elk Grove Village
State/Country:	ILLINOIS
Postal Code:	60007
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	FD ALPHA CANADA ACQUISITION INC
Street Address:	c/o Fort Dearborn Company
Internal Address:	1530 Morse Avenue
City:	Elk Grove Village
State/Country:	ILLINOIS
Postal Code:	60007
Entity Type:	CORPORATION INCORPORATED UNDER THE CANADA BUSINESS CORPORATIONS ACT:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78813598	CLEARMARK
Serial Number:	78128643	RENAISSANCE LABEL
Serial Number:	78813605	SHINEMARK

CORRESPONDENCE DATA

900081099

**TRADEMARK
 REEL: 003575 FRAME: 0897**

OP \$90.00 78813598

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042801-0001
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	07/05/2007

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of June 1, 2007 by and among Renaissance Mark, Inc., a Colorado corporation ("RMI"), Renaissance Mark Company, a Nova Scotia unlimited company ("RMC" and, together with RMI, "Assignors"), FD Alpha Acquisition LLC, a Delaware limited liability company ("FD US Acquisition Sub"), and FD Alpha Canada Acquisition Inc., a corporation incorporated under the Canada Business Corporations Act ("FD Canada Acquisition Sub" and, together with FD US Acquisition Sub, "Assignees") (collectively, the "Parties").

Recitals

WHEREAS, Assignors and Assignees are parties to an Asset Purchase Agreement, dated May 18, 2007 (the "Purchase Agreement");

WHEREAS, Assignors are the owner of all right, title and interest in and to the trademarks listed on Schedules I and II attached hereto (the "Marks");

WHEREAS, Assignors exclusively use the Marks in connection with their business; and

WHEREAS, pursuant to the Purchase Agreement, Assignees and Assignors desire to enter into this Assignment to effect the transfer to Assignees of the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademarks. Assignors hereby sell, transfer, grant, assign, convey and deliver to Assignees their entire right, title and interest in and to the Marks and (i) all renewals and extensions thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) the goodwill associated therewith, as follows:

(a) the Marks set forth on Schedule I from RMI to FD US Acquisition Sub, to the extent, and only to the extent, that such Marks are included in the US Acquired Assets; and

(b) the Marks set forth on Schedule II from RMC to FD Canada Acquisition Sub, to the extent, and only to the extent, that such Marks are included in the Canadian Acquired Assets.

2. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of either Assignees or Assignors set forth in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement.

3. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the Parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the Parties.

4. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the Parties hereto, their successors and permitted assigns.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflicts of laws principles which would result in the application of the law of any jurisdiction other than the State of New York.

6. Severability. If any provision of this Assignment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Assignment shall not be affected and shall remain in full force and effect, and Assignors and Assignees shall negotiate in good faith to replace such illegal, void or unenforceable provision with a provision that corresponds as closely as possible to the intentions of the Parties as expressed by such illegal, void or unenforceable provision.

7. Notices. All demands, notices, communications and reports provided for in this Assignment shall be in writing and shall be either sent by facsimile with confirmation to the number specified below or personally delivered or sent by reputable overnight courier service (delivery charges prepaid) to any Party at the address specified below, or at such address, to the attention of such other person, and with such other copy, as the recipient party has specified by prior written notice to the sending party pursuant to the provisions of this Section 8:

if to Assignors:

Renaissance Mark Holdings Corp.
c/o Arsenal Capital Management L.P.
320 Park Avenue, 30th Floor
New York, New York 10022
Facsimile: (212) 771-1718
Attention: Terrence M. Mullen

with copies to:

Arsenal Capital Management L.P.
320 Park Avenue, 30th Floor
New York, New York 10022
Facsimile: (212) 771-1718
Attention: Terrence M. Mullen

and

Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Facsimile: (212) 969-2900
Attention: Daniel J. Eisner, Esq.

if to Assignees:

Fort Dearborn Company
1530 Morse Avenue
Elk Grove Village, Illinois 60007
Facsimile: (847) 357-8726
Attention: Michael Anderson

with copies to:

Latham & Watkins LLP
505 Montgomery Street, Suite 2000
San Francisco, California 94111
Facsimile: (415) 395-8095
Attention: Scott R. Haber, Esq.

Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Assignment when delivered personally, when confirmed if by facsimile or on the business day after deposit with a reputable overnight courier service, as the case may be.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 9, provided that receipt of copies of such counterparts is confirmed.

9. Headings. The section headings contained in this Assignment are inserted for reference purposes only and are not intended to be a part, nor should they affect the meaning or interpretation, of this Assignment.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Assignors have caused this Trademark Assignment to be executed and delivered as of the date first above written.

ASSIGNORS:

RENAISSANCE MARK, INC.

By: Stanley B. Kulpe
Name: Stanley B. Kulpe
Title: Pres & CEO

RENAISSANCE MARK COMPANY

By: Stanley B. Kulpe
Name: Stanley B. Kulpe
Title: Pres & CEO

Accepted and acknowledged:

ASSIGNEES:

FD ALPHA ACQUISITION LLC

By: [Signature]
Name: Timothy Trahan
Title: EVP, CFO & Secretary

FD ALPHA CANADA ACQUISITION INC.

By: [Signature]
Name: Timothy Trahan
Title: EVP, CFO & Secretary

Janet G. [Signature] - Notary Public
Commission expires: 8/8/2009

Linda L. Bliss






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SCHEDULE I

ASSIGNMENTS FROM RMI TO FD US ACQUISITION SUB

Registered Trademarks

Trademark	Jurisdiction	Status	Application No. Application Date	Registration No. Registration Date
FP 	U.S. Federal	REGISTERED	76142924 October 6, 2000	2593902 July 16, 2002
LLS 	U.S. Federal	REGISTERED	73561147 October 2, 1985	1419533 December 2, 1986
RENAISSANCE MARK	U.S. Federal	REGISTERED	78128585 May 14, 2002	2774158 October 14, 2003
ALUMICEAL	U.S. Federal	RENEWED	72239250 February 21, 1966	0833045 August 1, 1967
CAMEO	U.S. Federal	RENEWED	73066351 October 20, 1975	1055543 January 4, 1977

Trademark	Jurisdiction	Status	Application No. Application Date	Registration No. Registration Date
COLORBOSS	U.S. Federal	RENEWED	72239249 February 21, 1966	0829278 May 23, 1967
FP 	U.S. Federal	RENEWED	72252838 August 22, 1966	0839739 November 28, 1967

Trademark Applications

Trademark	Jurisdiction	Status	Application No. Application Date
CLEARMARK	U.S. Federal	PUBLISHED INTENT TO USE	78813598 February 13, 2006
RENAISSANCE LABEL	U.S. Federal	PUBLISHED INTENT TO USE	78128643 May 14, 2002
SHINEMARK	U.S. Federal	PUBLISHED INTENT TO USE	78813605 February 13, 2006

Other Trademarks

Peel'n Reseal
Clear-Tuf
Poly-Tuf
Ultra-Tuf

Canadian Registered Trademark

Trademark	Jurisdiction	Status	Application No. Application Date	Registration No. Registration Date
RENAISSANCE MARK	Canada	Registered	114403600	TMA627827 December 8, 2004

SCHEDULE II

ASSIGNMENTS FROM RMC TO FD CANADA ACQUISITION SUB

Registered Trademarks

Trademark	Jurisdiction	Status	Application No. Application Date	Registration No. Registration Date
ULTIMA	Canada	Registered	080822000	TMA490200 February 18, 1998
TRAVELTIME	Canada	Registered	048119500	TMA275899 January 21, 1983
TRAVELTIME	Canada	Registered	028625400	TMA146049 July 8, 1996