

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flint Ink Corporation		10/31/2006	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Electronics for Imaging, Inc.		
Street Address:	303 Velocity Way		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78212162	JETRION	
Serial Number:	78744632	JETRION	
CORRESPONDENCE DATA			
Fax Number:	(310)586-0564		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3105866568		
Email:	latm2@gtlaw.com		
Correspondent Name:	Susan L. Heller		
Address Line 1:	2450 Colorado Avenue, Suite 400E		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
ATTORNEY DOCKET NUMBER:	070925-900301		
NAME OF SUBMITTER:	Christina Liu		
Signature:	/tl/gk/		
Date:	07/12/2007		

CH \$65.00 78212162

Total Attachments: 13

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EQUITY PURCHASE AGREEMENT

BY AND AMONG

ELECTRONICS FOR IMAGING INTERNATIONAL,

ELECTRONICS FOR IMAGING, INC.

JETRION, LLC

AND

FLINT GROUP NORTH AMERICA CORPORATION

SIGNING DATE: SEPTEMBER 27, 2006

CLOSING DATE: OCTOBER 31, 2006

LATHAM & WATKINS LLP

TRADEMARK

REEL: 003579 FRAME: 0521

AMENDED AND RESTATED EQUITY PURCHASE AGREEMENT

This **AMENDED AND RESTATED EQUITY PURCHASE AGREEMENT** (this "Agreement") is made and entered into as of October 31, 2006, by and among (i) **Electronics For Imaging, Inc.**, a Delaware corporation ("Parent"), (ii) **Electronics For Imaging, International**, an indirect wholly-owned subsidiary of Parent organized under the laws of the Cayman Islands ("Purchaser"), (iii) **Jetrion LLC**, a Michigan limited liability company (the "Company"), and (iv) **Flint Group North America Corporation** (f/k/a Flint Ink North America Corporation), a Michigan corporation ("Seller"). Capitalized terms used herein without definition shall have the respective meanings set forth in Section 9.2 hereof.

WHEREAS, Parent, Purchaser, the Company and Seller are parties to that certain Asset Purchase Agreement (the "**Prior Agreement**") dated as of September 27, 2006 (the "**Agreement Date**").

WHEREAS, Parent, Purchaser, the Company and Seller desire to amend and restate in its entirety the Prior Agreement in accordance with the terms of this Agreement herein.

WHEREAS, Seller owns 100% of the membership interests in the Company (the "**Membership Interests**");

WHEREAS, Seller wishes to sell the Membership Interests to Purchaser on the terms set forth in this Agreement; and

WHEREAS, upon consummation of the Closing, Purchaser shall become a Substitute Member (as defined in the Operating Agreement) of the Company, comprising the sole Member (as defined in the Operating Agreement) of the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and intending to be legally bound hereby, Parent, Purchaser, the Company and Seller hereby agree as follows:

ARTICLE 1

SALE AND PURCHASE OF THE MEMBERSHIP INTERESTS

1.1 **Sale and Purchase of the Membership Interests.** At the Closing, Seller shall sell, assign, transfer and deliver the Membership Interests to Purchaser, free and clear of all Liens, and Purchaser shall purchase the Membership Interests from Seller, on the terms and subject to the conditions set forth in this Agreement.

1.2 **Closing.** The closing of the sale of the Membership Interests to Purchaser (the "**Closing**") shall occur at a place and on a date to be mutually agreed upon by Purchaser and Seller, which shall be no later than the third business day after the satisfaction or waiver of the conditions set forth in Article 6. For purposes of this Agreement, "**Closing Date**" shall mean the time and date as of which the Closing actually takes place.

1.3 **Purchase Price.** The aggregate purchase price payable by Purchaser for the Membership Interests (the "**Purchase Price**") shall be [REDACTED] subject to adjustment as set forth in Section 1.4. At the Closing,

(a) Purchaser shall deliver to the Escrow Agent an amount equal to (i) the Purchase Price, less (ii) an amount equal to the Contribution Credit, plus/less (iii) the Closing Date Adjustment by wire

5.13 URI. Seller shall use its best efforts to obtain a consent from the University of Rhode Island ("URI") and the University of Rhode Island Foundation ("URIF") to the assignment from Flint Ink Corporation to the Company of the Research and License Agreement executed on or around August 16, 2005 among Flint Ink Corporation, URI and URIF.

5.14 Master Agreement. Seller shall use its best efforts to enable the Company to purchase raw materials and supplies in a manner consistent with past practices under the relevant agreements to which Seller or any of its Affiliates is a party and pursuant to which raw materials and supplies are purchased by or on behalf of the Company.

ARTICLE 6 CONDITIONS TO CLOSING

6.1 Conditions to the Obligations of Each Party. The obligations of the Company, Parent, Purchaser and Seller to consummate the Contemplated Transactions are subject to the satisfaction of each of the following conditions:

(a) no order, stay, decree, judgment or injunction shall have been entered, issued or enforced by any court of competent jurisdiction which prohibits consummation of the Contemplated Transactions, and there shall not be any action taken by any Governmental Authority, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Contemplated Transactions, which makes the consummation of the Contemplated Transactions illegal or substantially deprives Parent, Purchaser, the Company or the Seller of any of the anticipated benefits of the Contemplated Transactions; and

(b) all actions by or in respect of or filings with any Governmental Authority required to permit the consummation of the Contemplated Transactions in accordance with the terms hereof shall have been obtained (other than those actions or filings which, if not obtained or made prior to the consummation of the Contemplated Transactions, would not have a Material Adverse Effect on the Company prior to or after the Closing Date or a Material Adverse Effect on Parent or Purchaser after the Closing Date or be reasonably likely to subject the Company, Parent, Purchaser, Seller, or any of their respective subsidiaries or any of their respective officers or directors to substantial penalties or criminal Liability).

6.2 Conditions to the Obligations of Parent and Purchaser. The obligations of Parent and Purchaser to consummate the Contemplated Transactions are subject to the satisfaction of the following further conditions (any of which may be waived in whole or part by Parent or Purchaser in their sole discretion by giving written notice to the Company in compliance with Section 9.1 hereof):

(a) Seller and the Company shall have performed all of their obligations hereunder required to be performed by them at or prior to the Closing, and Parent and Purchaser shall have received a certificate, dated as of the date of the Closing, signed by an executive officer of Seller to the foregoing effect;

(b) each of the representations and warranties of Seller and the Company contained in this Agreement shall have been true and correct in all material respects at the time originally made, and Parent and Purchaser shall have received a certificate, dated as of the date of the Closing, signed by an executive officer of Seller certifying to the foregoing effect;

(c) each of [REDACTED] and [REDACTED], and no fewer than four of the following persons: [REDACTED] and [REDACTED] shall have executed and delivered to the Escrow Agent, on behalf of Parent and Purchaser, employment agreements with Parent in

the forms attached hereto as Exhibit B (the "Employment Agreements"), which agreements shall become effective upon the Closing;

(d) each of [REDACTED] and [REDACTED] shall have executed and delivered to the Escrow Agent, on behalf of Parent and Purchaser, non-competition agreements with Parent in the form attached hereto as Exhibit C (the "Non-Competition Agreements"), which agreements shall become effective upon the Closing;

(e) Seller shall have executed and delivered to the Escrow Agent, on behalf of Parent and Purchaser, a transition services agreement with Purchaser in the form attached hereto as Exhibit D (the "Transition Services Agreement");

(f) the Company and Seller shall have executed and delivered to the Escrow Agent, on behalf of Parent and Purchaser, a sublease agreement in the form attached hereto as Exhibit E (the "Sublease Agreement");

(g) Seller shall deliver to the Escrow Agent, on behalf of Parent and Purchaser, evidence of the amendment, and the valid consent and approval thereto, of the Long-Term Incentive Compensation Plan of the Company relating to the delivery of the [REDACTED] of the proceeds from such plan to be held in escrow pursuant to the terms of the Escrow Agreement;

(h) each of Seller, the Employee Indemnitors, and the Escrow Agent shall have executed and delivered to the Escrow Agent, on behalf of Parent and Purchaser, each of (i) the Indemnity Escrow Agreement and (ii) the Closing Escrow Agreement;

(i) each of the officers and members of the board of managers of the Company, except for [REDACTED], shall have delivered to the Escrow Agent, on behalf of Parent and Purchaser, written resignations, effective as of the Closing Date;

(j) Seller shall have delivered to Parent and Purchaser a properly executed statement and other documentation, dated as of the Closing Date, in a form conforming to applicable Law, certifying [REDACTED]

(k) the Company shall have obtained the consent or approval of each person whose consent or approval shall be required in connection with the Contemplated Transactions under all Material Contracts and material (i) licenses, (ii) permits, and (iii) other instruments or obligations to which it is a party;

(l) Seller shall have executed and delivered to the Escrow Agent, on behalf of Purchaser and Parent, a waiver of the terms of the non-competition/non-disclosure agreements, as set forth in Section 6.2 of the Disclosure Schedule;

(m) Seller and its Affiliates shall have delivered to Purchaser an assignment of Intellectual Property Rights in substantially the form of Exhibit H ("Intellectual Property Assignment");

(n) Seller and the Company shall have terminated the Joint Development and License Agreement between Seller and the Company;

(o) the assets (both tangible and intangible) utilized by the Company but owned or leased by an affiliate of the Company or Seller as of the Agreement Date listed in Section 6.2 of the Disclosure Schedule shall have been transferred to the Company effective as of the Closing Date; and

IN WITNESS WHEREOF, Parent, Purchaser, Seller and the Company each have duly executed this Amended and Restated Equity Purchase Agreement as an instrument under seal as of the date first above written.

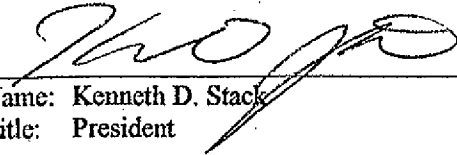
ELECTRONICS FOR IMAGING, INC.

By: *Joseph Cuts*
Name: *Joseph Cuts*
Title: *COO*

REC'd

EXHIBIT A EXHIBIT B EXHIBIT C EXHIBIT D EXHIBIT E EXHIBIT F

JETRION LLC

By: 
Name: Kenneth D. Stack
Title: President

[COUNTERPART SIGNATURE PAGE TO THE EQUITY PURCHASE AGREEMENT]

**FLINT GROUP NORTH AMERICA
CORPORATION**

By: *H. Poulson*
Name: Howard Poulson
Title:

[COUNTERPART SIGNATURE PAGE TO THE EQUITY PURCHASE AGREEMENT]

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

DISCLOSURE SCHEDULE
DATED AS OF SEPTEMBER 27, 2006
TO THE
EQUITY PURCHASE AGREEMENT
DATED AS OF SEPTEMBER 27, 2006
AMONG
ELECTRONICS FOR IMAGING, INC.
ELECTRONICS FOR IMAGING INTERNATIONAL
JETRION, LLC
FLINT GROUP NORTH AMERICA CORPORATION

This Disclosure Schedule is made and delivered by Flint Group North America Corporation pursuant to the Equity Purchase Agreement, dated as of the date hereof ("Agreement"), among (i) **Electronics For Imaging, Inc.**, a Delaware corporation ("**Parent**"), (ii) **Electronics for Imaging, International**, an indirect wholly-owned subsidiary of Parent organized under the laws of the Cayman Islands ("**Purchaser**"), (iii) **Jetrion LLC**, a Michigan limited liability company (the "**Company**"), and (iv) **Flint Group North America Corporation** (f/k/a Flint Ink North America Corporation), a Michigan corporation ("**Seller**").

The information provided in this Disclosure Schedule is being provided solely for the purpose of making disclosures to Parent and Purchaser under the Agreement. In disclosing this information Seller expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. Section references are to sections of the Agreement. The information and disclosures contained in any section of this Disclosure Schedule shall be deemed to be disclosed and incorporated by reference in any other section of this Disclosure Schedule as though fully set forth in such other section for which the applicability of such information and disclosure is reasonably apparent on the face of such information or disclosure without further investigation. Titles and headings used herein shall not in any manner affect the construction of this Disclosure Schedule.

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

DISCLOSURE SCHEDULE
DATED AS OF SEPTEMBER 27, 2006
TO THE
EQUITY PURCHASE AGREEMENT
DATED AS OF SEPTEMBER 27, 2006
AMONG
ELECTRONICS FOR IMAGING, INC.
ELECTRONICS FOR IMAGING INTERNATIONAL
JETRION, LLC
FLINT GROUP NORTH AMERICA CORPORATION

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TRADEMARK

REEL: 003579 FRAME: 0530

SECTION 6.2

The Trademark "Jetrion"
The Domain name "Jetrion.com"

TRADEMARK

REEL: 003579 FRAME: 0531

Flint Group
Applications and Registrations for the JETRION Mark
Active Only -- U.S. and Foreign -- By Country

Mark Owner Goods	HDP Ref. Class(es)	Appl. No. Filing Date	Reg No. Reg Date	Renewal Status
United Arab Emirates				
JETRION Flint Ink Corporation Class 41: Training services in the field of printing.	5898-300211/AE/08 41	56960 11/08/2003	47854 08/04/2004	11/08/2013 Registered
JETRION Flint Ink Corporation Class 42: Technical consultation and research in the field of printing; consulting services in the field of design, selection, implementation and use of digital printing systems for others; printing and printing process consultation, namely, providing quality assurance and auditing services in the field of printing processes, printing project preparations, application of ink to paper and binding of printed documentation for purposes of improving quality, efficiency, reducing waste and increasing productivity; graphic art design; providing information in the field of printing via the Internet; providing specific information as requested by customers via the Internet.	5898-300211/AE/09 42	56961 11/08/2003		Pending

United States				
JETRION Flint Ink Corporation Class 1: Chemicals for use in marking inks and coatings. Class 2: Printing inks; news inks; flexographic inks; printing varnish; color printing pigments; colorants for use in the manufacture of printing inks and lacquers for printing purposes; printers' ink and ink jet printers; ink; ink for use with digital printers and toner cartridges for use with digital printers; printing inks for use by commercial and industrial printers in the graphic arts industry. Class 3: Printing press wash solution. Class 35: Wholesale distributorships featuring printers and printers' ink; business consultation in the field of printing and graphic arts. Class 40: Printing; offset printing; custom manufacture of ink and ink related products. Class 41: Training services in the field of printing. Class 42: Technical consultation and research in the field of printing; consulting services in the field of integration; consulting services in the field of design, selection, implementation and use of digital printing systems for others; printing and printing process consultation, namely, providing quality assurance and auditing services in the field of printing processes, printing project preparations, application of ink to paper and binding of printed documentation for purposes of improving quality, efficiency, reducing waste and increasing productivity; graphic art design; providing information in the field of printing via the Internet; providing specific information as requested by customers via the Internet. Class 9: Laser printers; digital printers; ink jet printers; dot matrix printers; computer printers; computer software programs that calculates cost parameters for printing jobs; computer hardware and software for color science, image processing and raster image processing; component parts for printers.	5898-200211/US 1; 2; 3; 9; 35; 40; 41; 42	78/212162 02/07/2003		Pending



Flint Group
Applications and Registrations for the JETTRION Mark
Active Only -- U.S. and Foreign -- By Country

Mark Owner Goods	HDP Ref. Class(es)	Appl. No. Filing Date	Reg No. Reg Date	Renewal Status
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United States				
JETTRION (Stylized) Flint Ink Corporation	5898-200287JUS 1; 2; 3; 9; 35; 37; 40; 41; 42	78774632 11/01/2005		Pending

Class 1: Chemicals for use in making inks and coatings
 Class 2: Printing inks; new inks; flexographic inks; printing varnish; color printing pigments; colorants for use in the manufacture of printing inks and lacquers for printing purposes; printers' ink and ink jet printers ink; for use with digital printers and toner cartridges for use with digital printers; printing inks for use by commercial and industrial printers in the graphic arts industry
 Class 3: Printing press wash solution
 Class 35: Wholesale distributorships featuring printers and printers' inks; business consultation in the field of printing and graphic arts
 Class 37: Installation, repair and maintenance of printing equipment
 Class 40: Printing; offset printing; custom manufacture of ink and ink related products; consultation services, namely, advice relating to the manufacture of ink and ink related products; consultation services relating to digital printing; providing information in the field of printing via the Internet
 Class 41: Training services in the field of printing
 Class 42: Technical consultation and research in the field of printing; consulting services in the field of design, selection, implementation, integration and use of digital printing systems for others; printing process consultation, namely, providing quality assurance and evaluation services in the field of printing processes, printing projects, ink to paper application processes and printed documentation binding processes, for purposes of improving quality, efficiency, reducing waste and increasing productivity; graphic art designs; providing specific information as requested by customers via the Internet
 Class 9: Laser printers; digital printers; ink jet printers; dot matrix printers; computer printers; computer software program that calculates cost parameters for printing jobs; computer hardware and software for pre-flighting, color management, image processing, raster image processing, and color and image calibration; component parts for printers, namely, printheads, printhead control electronics, machine control electronics, ink delivery units, paper handling units, curing stations for attachment to printers, curing lamps for attachment to printers, drying stations for attachment to printers, printhead mountings for attachment to printers, printhead maintenance units, raster image processing units

Venezuela				
JETTRION Flint Ink Corporation	5898-300211VE 1	09681 07/21/2003		Pending
Class 1: Chemicals for use in making inks and coatings.				

JETTRION Flint Ink Corporation	5898-300211VE/01 2	09682 07/21/2003		Pending
Class 2: Printing inks; news inks; flexographic inks; printing varnish; color printing pigments; colorants for use in the manufacture of printing inks and lacquers for printing purposes; printers' ink and ink jet printers ink; ink for use with digital printers and toner cartridges for use with digital printers; printing inks for use by commercial and industrial printers in the graphic arts industry.				

