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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/22/2005

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Impaxx, Inc.		12/06/2005	CORPORATION: DELAWARE
Impaxx Western Packaging Group, Inc.		12/06/2005	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	AC Label LLC
Street Address:	1192 East Draper Parkway
Internal Address:	Suite 133
City:	Draper
State/Country:	UTAH
Postal Code:	84020
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2611935	REVEAL ESTATE
Registration Number:	2678066	THE STICKER MILL BRINGING YOUR CREATIONS TO LIFE
Registration Number:	3065388	STICKER MILL
Registration Number:	2990368	FLYPAPER

#### **CORRESPONDENCE DATA**

Fax Number: (801)852-8203

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: Preston C. Regehr

Email: pto@techlawventures.com

Correspondent Name: Preston C. Regehr
Address Line 1: 333 South 520 West

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Address Line 2: Suite 220 Address Line 4: Lindon, UTAH 84042 ASSIG: IMPAXX TO AC LABLE ATTORNEY DOCKET NUMBER: NAME OF SUBMITTER: Preston C. Regehr Signature: /Preston C. Regehr/ Date: 04/01/2008 **Total Attachments: 7** source=Impaxx to AC Label#page1.tif source=Impaxx to AC Label#page2.tif source=Impaxx to AC Label#page3.tif source=Impaxx to AC Label#page4.tif source=Impaxx to AC Label#page5.tif source=Impaxx to AC Label#page6.tif source=Impaxx to AC Label#page7.tif

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# ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (this "Assignment") is made as of December 22, 2005 by and among Impaxx Western Packaging Group, Inc., a Delaware corporation ("Impaxx" and, together with Impaxx Western, "Assignors"), to AC Label LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Purchase Agreement (as defined below).

#### RECITALS

- A. Assignors have entered into that certain Purchase and Sale Agreement dated as of the date hereof (the "<u>Purchase Agreement</u>"), whereby Assignee is purchasing from Assignors the Business of Impaxx Western and substantially all of the assets used in the conduct of the Business of Impaxx Western.
- B Pursuant to the Purchase Agreement, Assignors desire to assign to Assignee all of Assignors' right, title and interest in and to all of the Owned Intellectual Property (as defined in the Purchase Agreement) as set forth in <a href="Exhibit A">Exhibit A</a> hereto (the "Intellectual Property"), together with the goodwill of the business pertaining thereto.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, the Assignors hereby agree as follows:

- 1. Assignors do hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignors' right, title and interest in and to the Intellectual Property, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Intellectual Property, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.
- 2. The Assignors covenant and agree that, at the time of the execution and delivery of these presents, Assignors possess the unencumbered right and authority to make this assignment.
- 3. Assignors further agree, at the sole cost and expense (including legal fees) of Assignee, to cause to be performed such lawful acts and to execute such further documents as may be necessary to effectuate fully this Assignment.

**TRADEMARK** 

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4. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue servicemarks, trademarks, patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument at Assignee's sole expense.

[Signature Page Follows.]

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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNORS:
Impaxx Western Packaging Group, Inc.
By: MANGED
Name: Kenneth H. Phillips
Title: Chief Executive Officer
Impaxx, Inc.
MINAL
By:
Name: Kenneth H. Phillips
Title: Chief Executive Officer
ASSIGNEE:
AC Label LLC
By:
Name:
Title:

# Acknowledgement by Notary Public

State of California		
County of Drange		
On this day of Public, personally appeared <u>Kenn</u> me on the basis of satisfactory evidentinstrument, and acknowledged to me	nce) to be the person whose name is	nown to me ( <del>or proved t</del>
Seal:	Signature: Soto  Name: Jeanette Soto	· · · · · · · · · · · · · · · · · · ·
J. \$010  Commission # 1504800  Notary Public - California  Orange County  My Comm. Expires Jul 31, 2008	Name: Jeanette Soto	, Notary Public

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

# ASSIGNORS:

Impaxx	Western Packaging Group, Inc.	

By:
Name: Kenneth H. Phillips
Title: Chief Executive Officer

Impaxx, Inc.

**ASSIGNEE:** 

AC Label LLC

Name: Edward R Burns
Title:

SECRETARY

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# Acknowledgement by Notary Public

State of NY	
County of NY	
rubbo, porsonada appeared 1-711.0	of <u>Dec.</u> , 2005, before me, the undersigned Notary <u>ord R. Burns</u> , personally known to me (or proved to nee) to be the person whose name is subscribed to the within that he executed the same.
Seal:	Signature: Paula Cunk
	Name: Paula Tucker, Notary Public

Motory Public, State of New York
No. 01714998978
Qualified in Queens County
Consistsion Expires Suly 13, 2000

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## **EXHIBIT A**

# **Existing and Pending Patents**

Owner	Title		Status	App. No. Reg. No.	App. Date Reg. Date	
Impaxx	Reveal Estate Country:	USA	Granted	684051 6332631	10/6/2000 12/25/2001	
Western Packaging Group, Inc.	Title:		& re-sealable exte		with detachment segment	

# **Existing and Pending Trademarks**

Owner	Trademark/ Docket No.		Status	App. No. Reg. No.	App. Date Reg. Date
Impaxx Western Packaging Group, Inc.	Reveal Estate Country:	USA	Registered	76182626 2611935	12/15/2000 8/27/2002
Impaxx Western Packaging Group, Inc.	The Sticker Mill Country:	(Original Logo) USA	Registered	78073455 2678066	7/11/2001 1/21/2003
Impaxx Western Packaging Group, Inc.	Sticker Mill (New Country:	w Logo) USA	Pending	78489410	9/24/2004
Impaxx, Inc.	Flypaper Country:	USA	Registered	78269168 2990368	7/1/2003 8/30/2005

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RECORDED: 04/01/2008