

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment and License Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Danka Holding Company		03/31/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Danka Office Imaging Company
<b>Street Address:</b>	11101 Roosevelt Boulevard
<b>City:</b>	St. Petersburg
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33716
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2975332	DANKA
Registration Number:	2759327	DPUBLISHER
Registration Number:	2756622	DWARE
Registration Number:	2894472	THE DOCUMESS
Registration Number:	2217825	DANKA
Registration Number:	2993703	DANKA
Registration Number:	2975331	DANKA
Registration Number:	1556276	DANKA
Registration Number:	2839604	DANKA @ THE DESKTOP
Registration Number:	3082434	DANKA TECHSOURCE

**CORRESPONDENCE DATA**

Fax Number: (212)735-2000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-735-3000

CH \$265.00 2975332

Email: elisha.sakur@skadden.com  
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom  
Address Line 1: Four Times Square  
Address Line 2: Attn: Jennifer Ward  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	057950/14 (J. WARD)
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NAME OF SUBMITTER:	Jennifer Ward
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Signature:	/Jennifer Ward/
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Date:	04/04/2008
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Total Attachments: 4  
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## TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT, dated as of March 31, 2008 (this "Agreement"), is made and entered into by and between Danka Office Imaging Company, a Delaware corporation ("Assignee"), and Danka Holding Company, a Delaware corporation ("Assignor").

WHEREAS, Assignor is the owner of the United States trademarks and service marks listed on Schedule 1 attached hereto and incorporated herein by reference, and all registrations and applications for registration thereof, and all goodwill related thereto (the "Trademarks"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all of Assignor's right, title, and interest in and to the Trademarks in the United States on the terms set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby acknowledge and agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title, and interest in and to the Trademarks in the United States, including all registrations and applications therefor and all goodwill symbolized by and related to the use thereof, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringement, dilution, unfair competition, or misappropriation thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. License Back. Assignee hereby grants to Assignor and its Affiliates a perpetual, irrevocable, royalty-free, paid-up, non-exclusive license in the United States to use the Trademarks in connection with the business of Assignor and its Affiliates as currently conducted (and as it may develop within the scope of its current conduct) (the "Assignor Business") and the winding up or dissolution of the Assignor Business. The license granted under this Section 2 is sub-licensable by Assignor and its Affiliates in connection with the Assignor Business but not for independent use of any third party. The license granted to Assignor and its Affiliates under this Section 2 will terminate upon completion of the winding up and dissolution (and all activities in connection therewith) of the Assignor Business.

3. Additional Documents. Assignor and Assignee hereby agree to execute and deliver any further documents and to do such other acts as may be reasonably necessary in furtherance of the provisions of this Agreement.

4. Benefit of Agreement. This Assignment shall inure to the benefit of and be binding upon the Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of law provisions).

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

**ASSIGNOR**

DANKA HOLDING COMPANY

By: 

Name: EDWARD K. QUIBELL

Title: DIRECTOR

**ASSIGNEE**

DANKA OFFICE IMAGING COMPANY

By: 

Name: EDWARD K. QUIBELL

Title: DIRECTOR

**Schedule 1**

<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Owner</b>	<b>Status/ Comments</b>
DANKA	2975332	07/26/2005	DANKA HOLDING COMPANY	Registered
DPUBLISHER	2759327	09/02/2003	DANKA HOLDING COMPANY	Registered
DWARE	2756622	08/26/2003	DANKA HOLDING COMPANY	Registered
THE DOCUMESS	2894472	10/19/2004	DANKA HOLDING COMPANY	Registered; General Electric Capital Corporation Lien by DANKA HOLDING COMPANY and DANKA OFFICE IMAGING COMPANY R/F 3567/0852
DANKA	2217825	01/12/1999	DANKA HOLDING COMPANY	Registered; General Electric Capital Corporation Lien by DANKA HOLDING COMPANY and DANKA OFFICE IMAGING COMPANY R/F 3567/0852, FLEET CAPITAL CORPORATION LIEN by DANKA OFFICE IMAGING COMPANY R/F 2771/0759
DANKA	2993703	09/13/2005	DANKA HOLDING COMPANY	Registered; General Electric Capital Corporation Lien by DANKA HOLDING COMPANY and DANKA OFFICE IMAGING COMPANY R/F 3567/0852
DANKA	2975331	07/26/2005	DANKA HOLDING COMPANY	Registered; General Electric Capital Corporation Lien by DANKA HOLDING COMPANY and DANKA OFFICE IMAGING COMPANY R/F 3567/0852
DANKA & Design	1556276	09/12/1989	DANKA HOLDING COMPANY	Registered; General Electric Capital Corporation Lien by DANKA HOLDING COMPANY and DANKA OFFICE IMAGING COMPANY R/F 3567/0852, FLEET CAPITAL CORPORATION LIEN by DANKA OFFICE IMAGING COMPANY R/F 2771/0759
DANKA @ THE DESKTOP	2839604	05/11/2004	DANKA HOLDING COMPANY	Registered; General Electric Capital Corporation Lien by DANKA HOLDING COMPANY and DANKA OFFICE IMAGING COMPANY R/F 3567/0852
DANKA TECHSOURCE	3082434	04/18/2006	DANKA HOLDING COMPANY	Registered; General Electric Capital Corporation Lien by DANKA HOLDING COMPANY and DANKA OFFICE IMAGING COMPANY R/F 3567/0852