

06-30-2008

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



FINANCE SECTION

103511255

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

6-26-08

1. Name of conveying party(ies):
CPAC IMAGING, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) NY

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: CPAC, Inc.

Internal Attention: _____
Address: Thomas Weldgen, Pres.

Street Address: 2364 Leicester Road
PO Box 175

City: Leicester

State: NY

Country: USA Zip: 14481

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship NY
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 16, 2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 3,045,483

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
CPAC Imaging - word mark

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Carol S. Maue, Esq.

Internal Address: Chamberlain, D'Amanda,
Oppenheimer & Greenfield, LLP

Street Address: 1600 Crossroads Bldg.
2 State Street

City: Rochester

State: NY Zip: 14614-1397

Phone Number: 585-232-3730 x205
Fax Number: 585-232-3882
Email Address: csm@cdlawyers.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed check

8. Payment Information:

a. Credit Card Last 4 Numbers _____
06/26/2008 00000070 3845483

b. Deposit Account Number _____ 48.00
Authorized User Name _____

9. Signature: Carol S. Maue June 26, 2008
Signature Date

CAROL S. MAUE, ESQ.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

OFFICE OF PUBLIC RECORDS
JUN 26 10:03 AM '08
FINANCE SECTION

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (the "Assignment") is entered into effective as of the 16th day of June, 2008 (the "Effective Date") by and between CPAC IMAGING, LLC, a New York limited liability company with offices located at 2364 Leicester Road, Post Office Box 175, Leicester, New York 14481 (the "Assignor") and CPAC, INC., a New York corporation with offices located at 2364 Leicester Road, Leicester, New York 14481 (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to a certain agreement entered into between Assignor and Assignee, effective as of the date of execution of the Assignment by Assignor, Assignor hereby assigns and delivers to Assignee all of Assignor's right, title and interest in and to the "Cpac Imaging" federally registered trademark duly registered on the Principal Register of the United States Patent and Trademark Office, Registration No. 3,045,483 and all associated trade names, business names and good will (the "Trademark");

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

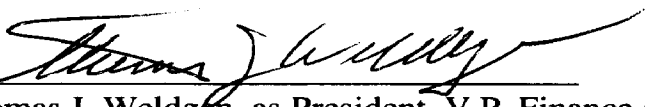
1. Assignor hereby warrants that (i) it has the full right and power to make the assignment of the "Cpac Imaging" Trademark made hereby; (ii) the Trademark is valid, subsisting, and enforceable, and (iii) Assignor has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademark.

2. Assignor hereby grants, assigns, and conveys to Assignee its entire right, title, and interest in and to the Trademark including, without limitation, all renewals therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill of the business associated with and symbolized by the Trademark.

3. This Assignment may not be altered, amended, or modified except by a writing signed by both Assignor and Assignee. This Assignment shall be binding upon Assignor and its partners, successors, and assign, and shall insure to the benefit of the Assignee and its successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of State of New York and the applicable laws of the United States of America.

IN WITNESS WHEREOF, this Assignment has been duly executed this 16th day of June, 2008 effective as of the Effective Date first above written.

CPAC IMAGING, LLC

By: 
Thomas J. Weldgen, as President, V.P. Finance and CFO of CPAC, INC.,
the sole Member of CPAC IMAGING, LLC

ChamberlainD'Amanda

ATTORNEYS AND COUNSELORS AT LAW

June 26, 2008

SENT BY FEDERAL EXPRESS

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Re: Recordation of Assignment of Trademark
Cpac Imaging, Registration No. 3,045,483
Cpac Imaging, LLC to Cpac, Inc.

Dear Sir or Madam:

In connection with the recording of the Assignment of the above captioned trademark, Cpac Imaging, from Cpac Imaging, LLC to Cpac, Inc., enclosed please find the following:

- (1) Original, duly executed Recordation Form Cover Sheet – Trademarks Only (PTO-1594);
- (2) Original, duly executed Assignment dated June 16, 2008;
- (3) Our law firm check made payable to “US Patent and Trademark Office” in the amount of \$40.00 referencing payment for recordation of the Assignment of the Cpac Imaging trademark.

If you have any questions or concerns regarding this matter, please feel free to contact me at my office. Your courtesy and cooperation is appreciated.

Very truly yours,

ChamberlainD'Amanda



Carol S. Maue, Esq., Partner and Chair
Business Clients Group

CSM/bas

Cc: Thomas J. Weldgen, President
Cpac, Inc.