

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nies-Kaiser Printing Company		02/08/2006	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Consolidated Nies/Artcraft, Inc.		
<b>Street Address:</b>	5900 Berthold Avenue		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63110		
<b>Entity Type:</b>	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2189469	NIES/ARTCRAFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)231-4342		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-345-7009		
<b>Email:</b>	woneill@senniger.com		
<b>Correspondent Name:</b>	William D. O'Neill		
<b>Address Line 1:</b>	100 N. Broadway		
<b>Address Line 2:</b>	17th Floor		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	NIE 8630		
<b>NAME OF SUBMITTER:</b>	William D. O'Neill		
<b>Signature:</b>	/wdo/		
<b>Date:</b>	10/29/2008		

**CH \$40.00 2189469**

Total Attachments: 5

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**BLANKET CONVEYANCE, BILL OF SALE  
AND  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This BLANKET CONVEYANCE, BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of February 8, 2006 (the "Agreement"), is by Nies/Arctcraft Holding Company, a Missouri corporation ("Holdco" or a "Grantor"), Valcour Printing, Inc., a Missouri corporation and wholly-owned subsidiary of Holdco ("Valcour" or a "Grantor"), Nies-Arctcraft Fulfillment Co., a Missouri corporation and wholly-owned subsidiary of Holdco ("Fulfillment" or a "Grantor"), Impression Label Company, a Missouri corporation and wholly-owned subsidiary of Holdco ("Impression Label" or a "Grantor"), Lion Promotional Solutions, Inc., a Missouri corporation and wholly-owned subsidiary of Holdco ("Lion" or a "Grantor"), Nies-Kaiser Printing Company d/b/a Nies/Arctcraft Printing Companies, a Missouri corporation and wholly-owned subsidiary of Holdco ("Nies-Kaiser" or a "Grantor" and, together with Holdco, Valcour, Fulfillment and Impression Label and Lion, collectively, the "Grantors") in favor of Consolidated Valcour Printing, Inc., a Missouri corporation ("Consolidated Valcour") and Consolidated Nies/Arctcraft, Inc., a Missouri corporation ("Consolidated Nies/Arctcraft", and together with Consolidated Valcour, the "Grantees" and each individually a "Grantee"). Capitalized terms not defined herein shall have the same meaning assigned to them in the Purchase Agreement (defined below)

**WHEREAS**, Grantors, James W. Finger II, Thomas E. Hedrick, Phillip K. Brown, Gary L. Woodriddle and Grantees have entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Grantors will transfer, assign and convey the Assets of Grantors to Grantees on the terms and subject to the conditions provided in the Purchase Agreement and Grantees will assume certain Assumed Liabilities and Assumed Contracts of the Grantors on the terms and subject to the conditions provided in the Purchase Agreement; and

**WHEREAS**, Article 7.9 of the Purchase Agreement contemplates, *inter alia*, as a condition thereto, the execution and delivery of this Agreement.

**NOW, THEREFORE**, in consideration of the Purchase Price to be paid by Grantees and for other good and valuable consideration delivered by Grantees to Grantors, the receipt and sufficiency of which is hereby acknowledged and confessed by Grantors:

Grantors do hereby BARGAIN, SELL, ASSIGN, CONVEY, TRANSFER, SET OVER, and DELIVER to Grantees, their successors and assigns, Where Is and As Is without representation or warranty of any kind except for the representations and warranties expressly set forth in the Purchase Agreement, free and clear of all Liens other than Permitted Liens, all of Grantors' right, title and interest to all of Grantors' properties and assets, wherever located (the "Assets"), including those properties and assets set forth on **Schedule 1.1** attached hereto, all assets set forth on the Financial Statements other than assets disposed of in the ordinary course of business and not in contravention of the terms of the Purchase Agreement, all accounts and notes receivable, raw materials inventories, work-in-progress, finished goods, prepaid assets, bank accounts (other than the New Account), all machinery and equipment, office furniture and

equipment, the Real Property and improvements thereon, furnishings, fittings, accessories, appliances, computer software, Assumed Contracts, licenses to the extent assignable, permits to the extent assignable, customer contact lists, rights to the names "Nies/Arctcraft", "Nies-Kaiser", "Valcour", "Lion Promotional Solutions" and "Impression Label" and any goodwill associated therewith and any derivative or similar names, operating rights, rights to telephone numbers, copyrightable works, copyrights, service marks, trade dress, logos, trade names, corporate and business names and all applications therefor and registrations, renewals, translations, adaptations, derivations and combinations thereof, software, source code, object code, other intellectual property, trade secrets, proprietary rights, customer and marketing data, inventions, URL's, emission credits, confidential business information, books and records (financial or otherwise, except for those which comprise Excluded Assets) and all other rights and tangible or intangible assets in any way pertaining to, related, identified to or with or otherwise used or useable in Grantors' commercial printing business (the "**Business**"), provided, however, that the Assets pertaining to Holdco and Nies-Kaiser shall be specifically assigned and transferred to Consolidated Nies/Arctcraft and the Assets pertaining to Valcour, Fulfillment, Impression and Lion shall be specifically assigned and transferred to Consolidated Valcour, but in any event expressly excluding the Excluded Assets.

Each Grantor hereby constitutes and appoints the Grantees as such Grantor's true and lawful attorney, with full power of substitution, for it and in its name, place, and stead, or otherwise, but on behalf of and for the benefit of Grantees, for the sole and exclusive purposes of demanding and receiving from time to time any and all of the Assets hereby sold, assigned, and conveyed, or intended so to be, and getting receipts and releases for and in respect of the same or any part thereof, and from time to time instituting and prosecuting in the name of Grantors or otherwise, but at the expense of, and for the benefit of, Grantees, any and all proceedings at law, in equity or otherwise, that Grantees may deem proper in order to collect, assert, or enforce any claim, right, or title of any kind in and to the Assets, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the Assets, and generally to do all and any such acts and things in relation thereto as Grantees shall deem advisable.

Each Grantor hereby agrees to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts and assurances as Grantees may reasonably require to perfect Grantees' interests in the Assets.

Each Grantor hereby assigns, transfers, conveys, delivers and sets over to the Grantees, their successors and assigns, forever, all of Grantors' right, title and interest in and to, and all of Grantors' duties and obligations under, the Assumed Liabilities and the Assumed Contracts, subject to the terms of the Purchase Agreement. Each Grantee, for itself, its successors and assigns, hereby assumes (a) all debts, obligations and liabilities of Grantors constituting the Assumed Liabilities, as such term is defined in the Purchase Agreement, and (b) all of Grantors' right, title and interest in and to, and all of Grantors' duties and obligations under, the Assumed Contracts, as such term is defined in the Purchase Agreement, in any case, subject to the terms of and only as expressly contemplated in the Purchase Agreement; provided, however, that the Assumed Liabilities and Assumed Contracts pertaining to Holdco and Nies-Kaiser shall be specifically assigned and transferred to Consolidated Nies/Arctcraft and the Assumed Liabilities and Assumed Contracts pertaining to Valcour, Fulfillment, Impression and Lion shall be specifically assigned and transferred to Consolidated Valcour, and provided further, however,



that nothing contained in this Agreement shall obligate either Grantee to assume, pay or discharge any Excluded Liabilities.

Notwithstanding anything herein contained to the contrary, this Agreement shall not constitute an assignment to a Grantee of any lease, permit, license, contract or contract right if an attempted assignment of the same without the consent of any party would constitute a breach thereof unless and until such consent shall have been obtained, even if such consent shall be received after the date hereof. If any of the Assets cannot effectively be transferred to a Grantee without the consent of any governmental agency or authority or any other person, Grantors and Grantees will each use reasonable commercial efforts to obtain such consents promptly. Each Grantor shall cooperate to use all lawful and reasonable arrangements to provide Grantees with the economic and operational equivalent of obtaining such authorizations and consents.

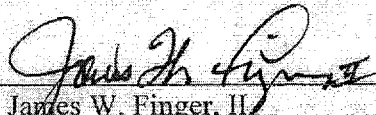
**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MISSOURI, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.**

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed by its duly authorized officer, and Grantee has joined in the execution of this Agreement by its duly authorized officer, as of the day first written above for the purposes hereinabove described and, if executed in a number of counterparts, all shall be read together and construed as but one and the same instrument.

**GRANTORS:**

NIES/ARTCRAFT HOLDING COMPANY  
NIES-KAISER PRINTING COMPANY  
VALCOUR PRINTING, INC.  
NIES-ARTCRAFT FULFILLMENT CO.  
LION PROMOTIONAL SOLUTIONS, INC. and  
IMPRESSION LABEL COMPANY,  
each a Missouri corporation

By:   
James W. Finger, II  
President of each

**GRANTEES:**

CONSOLIDATED NIES/ARTCRAFT, INC.,  
a Missouri corporation

By: \_\_\_\_\_  
G. Christopher Colville  
Executive Vice President

CONSOLIDATED VALCOUR PRINTING, INC.,  
a Missouri corporation

By: \_\_\_\_\_  
G. Christopher Colville  
Executive Vice President

**[SIGNATURE PAGE TO BLANKET CONVEYANCE, BILL OF SALE AND  
ASSIGNMENT AND ASSUMPTION AGREEMENT]**

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NIES-KAISER PRINTING COMPANY  
VALCOUR PRINTING, INC.  
NIES-ARTCRAFT FULFILLMENT CO.  
LION PROMOTIONAL SOLUTIONS, INC. and  
IMPRESSION LABEL COMPANY,  
each a Missouri corporation

By: \_\_\_\_\_  
James W. Finger, II,  
President of each

**GRANTEES:**

CONSOLIDATED NIES/ARTCRAFT, INC.,  
a Missouri corporation

By: G. Christopher Colville  
G. Christopher Colville  
Executive Vice President

CONSOLIDATED VALCOUR PRINTING, INC.,  
a Missouri corporation

By: G. Christopher Colville  
G. Christopher Colville  
Executive Vice President

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ASSIGNMENT AND ASSUMPTION AGREEMENT]