

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRM Corporation		01/29/2007	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	TRM COPY CENTERS, LLC		
Street Address:	12441 NE Marx Street		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97230		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2713939	TRM COPIES	
Registration Number:	1328901	TRM	
CORRESPONDENCE DATA			
Fax Number:	(503)827-3004		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	503-827-3003		
Email:	joe@duvalbusinesslaw.com		
Correspondent Name:	Joe Kaufman		
Address Line 1:	1012 SW King Avenue		
Address Line 2:	Suite 103		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	TRM COPY CENTERS, LLC		
NAME OF SUBMITTER:	Joe Kaufman		
Signature:	/Joe Kaufman/		

OP \$65.00 2713939

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REEL: 003929 FRAME: 0339

Date:

02/03/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into effective as of January 29, 2007 (the "Effective Date"), by and between TRM Corporation, an Oregon corporation ("TRM"), and TRM Copy Centers (USA) Corporation, an Oregon corporation (each, an "Assignor" and together, "Assignors") and TRM COPY CENTERS, LLC, a limited liability company organized under the laws of Delaware ("Assignee").

RECITALS

- A. Assignors, Skyview Capital, LLC, a limited liability company, and Assignee are parties to that certain Asset Purchase Agreement dated of even date herewith, for the sale of Assignors' photocopier business (the "Copier Business") to Assignee.
- B. Among them, Assignors are the owner of all right, title and interest in and to those marks (the "Marks") and own those applications and registrations for the Marks (the "Applications" and "Registrations") covering those goods and services (the "Goods and Services"), all used or to be used in connection with the Copier Business, and all as listed on Exhibit A hereto.
- C. Among them, Assignors own the business name "TRM Copy Centers (USA) Corporation" (the "Business Name").
- D. Assignors desire to assign to Assignee, and Assignee desires to acquire from Assignors, the Business Name, as well as the Marks, together with the Applications and Registrations, in the United States in connection with the Copier Business, pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1) Assignment. Assignors hereby assign to Assignee all of Assignors' right, title and interest in and to the Business Name, as well as the Marks, together with the Applications and Registrations.
- 2) Limited Assignment. Assignee is acquiring rights only in connection with the Copier Business. Assignee shall record this Trademark Assignment against the Applications and Registrations. Any Goods and Services listed in any of the Applications or Registrations but not specifically identified in Exhibit A are beyond the scope of this Trademark Assignment.
- 3) Phaseout of Business Name by Assignor; Limitations to Copier Business by Assignee. The parties agree that the Assignor TRM Copy Centers (USA) Corporation shall be authorized to continue to use the Business Name for its corporate name for a period of eighteen (18) months from and after the date hereof for the limited purpose of administering and phasing out its business and corporate affairs, and not for the purpose of engaging in the Copier Business. The

parties further agree that while (a) Assignee may use the Marks in connection with the Copier Business, and with goods and services that may be connected to the lease or sale of such photocopiers, (b) Assignee agrees that it shall not use the Business Name or any of the Marks (1) in connection with any business other than the items set forth in (a) above, including in connection with automatic teller machines, or the operation or servicing of such machines, or in any other manner associated with automatic teller machines, or (2) in any country or jurisdiction other than the United States with any business (including the Copier Business).

4) Changes Concerning Assignors' Separate Mark. The parties acknowledge that among them, Assignors own that certain trademark Registration number 2,813,241 for the mark "TRM CORPORATION" (the "Separate Mark.") Assignors acknowledge that the Registration for the Separate Mark covers, among other things, goods and services relating to "photocopying services and copying of documents for others" (the "Separate Goods and Services.") Given that the Assignors are assigning the Copier Business to Assignee, and that Assignors have not used and agree that they will not use in the future the Separate Mark with regard to the Separate Goods and Services, Assignors agree to, within ninety (90) days of the date hereof, take such steps as may be necessary to amend the Registration for the Separate Mark to eliminate coverage for the Separate Goods and Services.

5) Further Cooperation. Assignors and Assignee will execute any additional documents required to fully implement this Agreement. Further, the parties agree to cooperate with the other as may be reasonably needed in connection with additional trademarks that either party may wish to file within their respective business lines as contemplated under this Agreement.

6) Partial Invalidity. Should any portion of this Agreement be found to be invalid for any reason whatsoever, this Agreement shall be read as if the invalid provision were rewritten in a valid manner to represent as closely as possible the intent of the parties. If necessary, the parties hereto intend for any such invalid portion to be severable from the remainder, which shall remain in full force and effect.

7) No Waiver. No failure or delay by either party, at any time, to enforce any provision of this License shall be construed as a waiver of any such provision.

8) Entire Agreement; Amendment. This Trademark Assignment constitutes the entire agreement between the parties related to the assignment of the Business Name, the Marks, the Applications and the Registrations and shall not be amended or modified except by a written agreement executed by both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed as set forth below and is effective as of the date first written above.

TRM CORPORATION

By: 

Date: 1/29/2007

TRM COPY CENTERS, LLC

By: _____

Date: _____

TRM COPY CENTERS (USA)
CORPORATION

By: 

Date: 1/29/2007

IN WITNESS WHEREOF, this Agreement has been duly executed as set forth below and is effective as of the date first written above.

TRM CORPORATION

By: _____

Date: _____

TRM COPY CENTERS, LLC

By: David


Date: 1/29/2007

TRM COPY CENTERS (USA)
CORPORATION

By: _____

Date: _____

Exhibit A

App./Reg. No.	Status	Mark	Goods/Service
2,713,939	Registered		Photocopiers; copying of documents and other photostatically reproducible materials
1,328,901	Registered	TRM	Copying of documents and other photostatically reproducible materials
1,2962 (Washington State)	Registered	TRM	Copying of documents and other photostatically reproducible materials

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RECORDED: 02/03/2009

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