

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Chemical Corporation		12/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Toner Holdings, LLC		
Doing Business As:	DBA COATES TONERS		
Street Address:	411 Country Club Road		
City:	Dallas		
State/Country:	PENNSYLVANIA		
Postal Code:	18612		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3038349	CHEMICOLOUR	
CORRESPONDENCE DATA			
Fax Number:	(570)706-3422		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	570-826-5642		
Email:	jlong@rjglaw.com		
Correspondent Name:	Jaime Long		
Address Line 1:	c/o Rosenn, Jenkins & Greenwald, LLP		
Address Line 2:	15 S. Franklin St.		
Address Line 4:	Wilkes-Barre, PENNSYLVANIA 18711-0075		
ATTORNEY DOCKET NUMBER:	104667-1		
NAME OF SUBMITTER:	Jaime Long		
Signature:	/jll/		

OP \$40.00 3038349

Date:

02/06/2009

Total Attachments: 6

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 30, 2008, from Sun Chemical Corporation, a Delaware corporation ("Assignor"), to Toner Holdings, LLC, a Pennsylvania limited liability company ("Assignee").

WHEREAS, Assignee and Assignor entered into an Asset Purchase Agreement, dated as of December 26, 2008 (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in and to the marks and registrations listed in Schedule A (collectively, the "Assigned Marks"), and Assignee agreed that Assignee would assume certain obligations in respect of the Assigned Marks;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. As of the date hereof, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all right, title and interest Assignor now has or ever has had in and to each of the Assigned Marks worldwide, together with the goodwill of the Business (as defined in the Purchase Agreement) symbolized thereby, including, but not limited to, any applications or registrations therefor, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Marks.
2. Assumption. As of the date hereof, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including, but not limited to, all costs, taxes and fees that accrue after the date hereof for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations or domain name registrations for the Assigned Marks. Nothing contained in this Assignment shall give Assignee any rights in or to any trademarks, service marks, model numbers or trade dress not specifically conveyed under this Assignment.
3. Conflicts. In the event of a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.
4. Counterparts. This Assignment may be signed in any number of identical counterparts, each of which shall be an original (including signatures delivered via facsimile or electronic mail) with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto may deliver this Assignment by facsimile or electronic mail and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by each other party hereto.
5. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD FOR THE CONFLICTS OF LAWS PRINCIPLES THEREOF.**

[Signature page follows]

NYA913721.3

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

SUN CHEMICAL CORPORATION

By: *Bernard P. Scherer*
Name: *Bernard P. Scherer*
Title: *VP. Bus Development*

TONER HOLDINGS, LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

NYA913721.3

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

SUN CHEMICAL CORPORATION

By: _____
Name:
Title:

TONER HOLDINGS, LLC

By: *Paul P. [Signature]*
Name:
Title: *manager*

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

NYA913721.3

TRADEMARK
REEL: 003931 FRAME: 0547

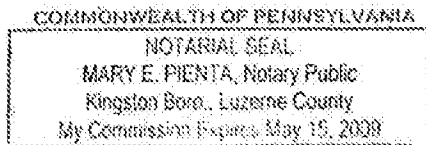
CERTIFICATE OF ACKNOWLEDGEMENT

I, Mary E. Pienta, a Notary Public, do hereby certify that Paul K. Wilkins, known to me to be the Manager of TONER HOLDINGS, LLC appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on behalf of TONER HOLDINGS, LLC as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 30th day of December, 2008.

Mary E. Pienta
Notary Public

My Commission Expires:



NYA913721.3

CERTIFICATE OF ACKNOWLEDGEMENT

I, Kerry DeBellonia a Notary Public, do hereby certify that Bradley P. Schrader known to me to be the VP Business Development of SUN CHEMICAL CORPORATION appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on behalf of SUN CHEMICAL CORPORATION as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 30th day of December, 2008.

Kerry DeBellonia
Notary Public

My Commission Expires:

KERRY L. DeBELLONIA
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 03/08/2010

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SCHEDULE A

Mark	Country	Status	Filing Date	Serial Number	Reg. Date	Reg. Number
Chemicolour	US	Registered	12/3/99	78336700	1/2/02	3038349

Sch. A-1

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