

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
TAPE-O Corporation		12/31/2008	CORPORATION: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	DATA BINDING, Inc.		
Street Address:	Ten New England Way		
City:	Warwick		
State/Country:	RHODE ISLAND		
Postal Code:	02886		
Entity Type:	INC. ASSOCIATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2679234	COHERE	
Registration Number:	3507992	COHERE	
Registration Number:	2543130	COTEAR	
CORRESPONDENCE DATA			
Fax Number:	(888)325-9049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4012766405		
Email:	jottaviani@eapdlaw.com		
Correspondent Name:	John E. Ottaviani		
Address Line 1:	F.D.R. Station		
Address Line 2:	PO Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	31856.0021		
NAME OF SUBMITTER:	John E. Ottaviani		

CH \$90.00 2679234

Signature:

/John E. Ottaviani/

Date:

02/11/2009

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, TAPE-O CORPORATION, a New Hampshire corporation ("Assignor") owns the trademarks set forth in Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, DATA BINDING, INC., a Rhode Island corporation ("Assignee"), desires to acquire all rights in such trademarks and the registrations thereof;

WHEREAS, Assignor hereby represents and warrants to Assignee that Assignor has good and marketable title to the Trademarks, free and clear of any and all liens, charges, encumbrances, licenses, claims, restrictions, equities, easements and other exceptions to title; and that the use of the Trademarks hereto does not and will not infringe upon the rights of any person.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all right, title and interest in and to the Trademarks together with the good will of the business symbolized by the mark and the listed registration, including, without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries; the Trademarks to be held by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as they would have been held and enjoyed by Assignor had such assignment not been made.

Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, losses, damages, liabilities and expenses (including, without limitation, settlement costs and any legal accounting or other expenses of investigating or defending any actions or threatened actions) incurred or suffered by Assignee in connection with any breach of any representation or warranty by Assignor.

Assignor hereby authorizes and requests the duly authorized officials of any jurisdiction to take such action as may be required to give effect to the sale, assignment and transfer made herein, including the issuance of any trademark registrations on Schedule A to Assignee, its successors and assigns; and Assignor further agrees to do all things as Assignee may reasonably request to effectuate such sale, assignment and transfer in respect to each such Trademark and trademark registration.

IN WITNESS WHEREOF, Assignor expressly intending to be legally bound hereby, has caused this assignment to be executed by its duly authorized officer as of the 31st day of December 2008.

TAPE-O CORPORATION

By:

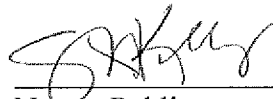
Title:

ACKNOWLEDGMENT

STATE OF RHODE ISLAND

COUNTY OF

On this 31st day of December 2008, Stuart Bracker, the President of Tape-O Corporation, personally appeared before me, and to me personally known, stating that the foregoing instrument was signed on behalf of such corporation pursuant to proper corporate authority, and acknowledged the execution of the instrument as the free act and deed of the corporation.



Notary Public

My Commission Expires: 12/31/12

[SEAL]

SCHEDULE A

TRADEMARKS

A. U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>
COHERE	2679234; 3507992
COTEAR	2543130