

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
Queen City Reprographics, Inc.		07/31/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	American Reprographics Company, L.L.C.		
Street Address:	700 North Central Ave, Suite 550		
City:	Glendale		
State/Country:	CALIFORNIA		
Postal Code:	91203		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2613695	NOT JUST A SOURCE, BUT A RESOURCE	
CORRESPONDENCE DATA			
Fax Number:	(415)541-9366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-995-5037		
Email:	ipfilings@hansonbridgett.com		
Correspondent Name:	Susan G. O'Neill, Hanson Bridgett LLP		
Address Line 1:	425 Market Street, 26th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	23108.51 QUEEN CITY ASSIG		
NAME OF SUBMITTER:	Mary Dougherty		
Signature:	/Mary Dougherty/		
Date:	02/26/2009		

CH \$40.00 2613695

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of July 31, 2005, by and among American Reprographics Company, L.L.C., a California limited liability company ("Buyer"), Queen City Reprographics, Inc., an Ohio corporation ("Seller") and Patricia Smith, Trustee of the Patricia Eleanor Smith-Okrasinski 1999 Trust, Susan A. Smith, Trustee of the Susan A. Smith 1999 Trust, Dennis Lee Smith, Trustee of the Dennis Lee Smith 1999 Trust, and Dennis Lyon Smith, Trustee of the Dennis Lyon Smith 1999 Trust, the shareholders of Seller (collectively, the "Seller Shareholders"), and for purposes of Sections 2(c)(i), 2(c)(iii) and 10 of this Agreement only, American Reprographics Company, a Delaware corporation ("Guarantor").

This Agreement contemplates a transaction in which Buyer will purchase for the consideration set forth herein substantially all of the assets of Seller used in connection with Seller's business.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. *Definitions.*

"*Acquired Assets*" means all right, title, and interest in and to those certain assets of Seller's listed on Exhibit A-1 attached hereto and incorporated herein, including, but not limited to all of Seller's (a) tangible personal property and fixed assets (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, computers, automobiles, trucks, tractors, trailers, tools, jigs, and dies); (b) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions; (c) leases, subleases, and rights thereunder, including the Leases, as defined below, and the rights to any lease or security deposits under the Leases or any other leases or contracts to which Seller is a party, (d) agreements, contracts, indentures, mortgages, instruments, Security Interests, guaranties, other similar arrangements, and rights thereunder (e) customer lists; (f) goodwill, business telephone numbers and other intangible assets, including the name "Queen City Reprographics." and all variations thereof; (g) right, title and interest in and to each contract, agreement, lease, license and commitment, whether written or oral, to which Seller is a party on the date hereof and which relates to the Acquired Assets; (h) rights under any and all express or implied warranties from Seller's vendors and suppliers with respect to the Acquired Assets; (i) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to Seller's payment of Taxes), (j) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials (k) to the extent assignable, all of Seller's licenses, permits and governmental authorizations related to the Acquired Assets or the operations associated with Seller's business; (l) cash in bank accounts and on deposit in the amount of [REDACTED] (with any excess being retained by

"*Third Party Claim*" has the meaning set forth in Section 8(c) below.

2. *Basic Transaction.*

(a) *Purchase and Sale of Seller's Assets.* On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all the Acquired Assets, at the Closing, free and clear of all claims, interests, liens and Security Interests for the aggregate consideration specified below in Section 2(c). Seller shall retain the Excluded Assets which are listed on Exhibit A-2.

REDACTED

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BUYER:

AMERICAN REPROGRAPHICS
COMPANY, L.L.C.
a California limited liability company

By: [Signature]
Name: Mark W. Legg
Title: Chief Financial Officer

SELLER:

Queen City Reprographics, an Ohio
corporation

By: _____
Name: Patricia Smith
Title: President

SELLER SHAREHOLDERS:

Patricia Smith, Trustee of the Patricia
Eleanor Smith-Okrasinski 1999 Trust

Susan A. Smith, Trustee of the Susan
A. Smith 1999 Trust

Dennis Lee Smith, Trustee of the
Dennis Lee Smith 1999 Trust

Dennis Lyon Smith, Trustee of the
Dennis Lyon Smith 1999 Trust

For purposes of Sections 2(c)(i) and (iii) and 10 of this Agreement only:

AMERICAN REPROGRAPHICS
COMPANY, a Delaware corporation

By: [Signature]
Mark W. Legg, Chief Financial Officer

[Signatory Page for Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

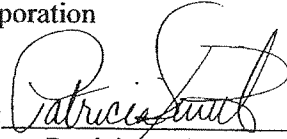
BUYER:

AMERICAN REPROGRAPHICS
COMPANY, L.L.C.
a California limited liability company

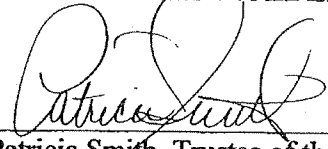
By: _____
Name: Mark W. Legg
Title: Chief Financial Officer

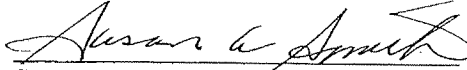
SELLER:


Queen City Reprographics, an Ohio
corporation

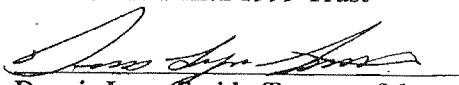
By: 
Name: Patricia Smith
Title: President

SELLER SHAREHOLDERS:


Patricia Smith, Trustee of the Patricia
Eleanor Smith-Okrasinski 1999 Trust


Susan A. Smith, Trustee of the Susan
A. Smith 1999 Trust


Dennis Lee Smith, Trustee of the
Dennis Lee Smith 1999 Trust


Dennis Lyon Smith, Trustee of the
Dennis Lyon Smith 1999 Trust

For purposes of Sections 2(c)(i) and (iii) and 10 of this Agreement only:

AMERICAN REPROGRAPHICS
COMPANY, a Delaware corporation

By: _____
Mark W. Legg, Chief Financial Officer

[Signatory Page for Asset Purchase Agreement]