

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
iPrint Systems, Inc.		12/31/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Check in the Mail, Inc.
<b>Street Address:</b>	10931 Laureate Drive
<b>Internal Address:</b>	c/o Harland Clarke Corp., Attn: General Counsel
<b>City:</b>	San Antonio
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78249
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2452261	BUSINESS PRINTING MADE EASY
Registration Number:	2462934	IKIOSK
Registration Number:	2157574	IPRINT
Registration Number:	2484168	IPRINT
Registration Number:	2511396	IPRINT.COM
Registration Number:	2506049	IPRINT.COM

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ipdocket@lw.com  
 Correspondent Name: Latham & Watkins, Attn: Julie Dalke  
 Address Line 1: 650 Town Center Dr, 20th fl  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	027744-0033
NAME OF SUBMITTER:	Julie Dalke
Signature:	/Julie Dalke/
Date:	04/27/2009
Total Attachments: 4 source=Executed Trademark Assignment Agree#page1.tif source=Executed Trademark Assignment Agree#page2.tif source=Executed Trademark Assignment Agree#page3.tif source=Executed Trademark Assignment Agree#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of this 31st day of December, 2008 (the "Effective Date") by and between iPrint Systems, Inc. ("Assignor"), a Delaware corporation, and Checks in the Mail, Inc. ("Assignee"), a Delaware corporation. Assignor and Assignee are referred to herein collectively as the "Parties" and each individually as a "Party."

### RECITALS

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated as of December 31, 2008 (the "Asset Purchase Agreement") pursuant to which Assignor has agreed to sell and transfer to Assignee and Assignee has agreed to purchase and acquire from Assignor certain assets owned by Assignor, including the Trademarks (as defined below).

WHEREAS, as part of and in furtherance of the performance of its duties under the Asset Purchase Agreement to assign the Trademarks to Assignee, Assignor has agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Rights. Assignor hereby irrevocably and in perpetuity assigns and transfers to Assignee any and all rights, title and interest it has in and to the trademark(s) listed on Exhibit A hereto (the "Trademarks"). Assignor warrants that the Trademarks are free and clear of all encumbrances.

2. Agreement to Perform Necessary Acts. Assignor agrees to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Assignment.

3. Miscellaneous.

(a) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, Assignor and Assignee shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

(b) Counterparts. This Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(c) Amendment; Waiver. This Agreement maybe amended only in a writing signed by the Parties. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive either party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

(d) Governing Law. Any and all claims, disputes or controversies in any way arising out of or relating to (a) this Agreement, (b) any breach or termination of, or the validity of, this Agreement, (c) the transactions contemplated hereby or (d) any discussions or communications relating in any way to this Agreement (collectively, "Actions"), and the existence or validity of any and all defenses to such claims, disputes or controversies, shall be governed and resolved exclusively by the laws of the State of Delaware, notwithstanding the existence of any conflict of laws principles that otherwise would dictate the application of any other State's law.

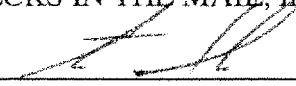
(e) Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Assignment, effective as of the date first set forth above.

IPRINT SYSTEMS, INC.

CHECKS IN THE MAIL, INC.

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: MARTIN WEXLER

Title: \_\_\_\_\_

Title: VP & TREASURER

Date: \_\_\_\_\_

Date: 12-31-2008

(c) Amendment; Waiver. This Agreement maybe amended only in a writing signed by the Parties. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive either party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

(d) Governing Law. Any and all claims, disputes or controversies in any way arising out of or relating to (a) this Agreement, (b) any breach or termination of, or the validity of, this Agreement, (c) the transactions contemplated hereby or (d) any discussions or communications relating in any way to this Agreement (collectively, "Actions"), and the existence or validity of any and all defenses to such claims, disputes or controversies, shall be governed and resolved exclusively by the laws of the State of Delaware, notwithstanding the existence of any conflict of laws principles that otherwise would dictate the application of any other State's law.

(e) Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Assignment, effective as of the date first set forth above.

I<sup>PRINT</sup> SYSTEMS, INC.

CHECKS IN THE MAIL, INC.

By: Nickoletta J. Swank

By: \_\_\_\_\_

Name: Nickoletta T. Swank

Name: \_\_\_\_\_

Title: CEO / President

Title: \_\_\_\_\_

Date: 12/31/08

Date: \_\_\_\_\_

**EXHIBIT A**

Registered or Pending Trademarks

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Application or Registration No.</b>	<b>Application or Registration Date</b>
<u>BUSINESS PRINTING MADE EASY</u>	<u>U.S.</u>	<u>Registered on Supplemental</u>	<u>75/927,333</u>	<u>5/15/2001</u>
<u>IKIOSK</u>	<u>U.S.</u>	<u>Registered on Supplemental</u>	<u>75/579,374</u>	<u>6/19/2001</u>
<u>IPRINT</u>	<u>U.S.</u>	<u>Registered</u>	<u>75/556,966</u>	<u>9/4/2001</u>
<u>IPRINT.COM LOGO</u>	<u>U.S.</u>	<u>Registered</u>	<u>76/044,955</u>	<u>11/13/2001</u>
<u>IPRINT</u>	<u>U.S.</u>	<u>Registered</u>	<u>75/579,373</u>	<u>11/27/2001</u>
<u>IPRINT</u>	<u>U.S.</u>	<u>Registered</u>	<u>75/160,025</u>	<u>5/12/1998</u>