

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale and Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Printing & Graphics, Inc.		02/27/2008	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	U.S. Press, LLC		
Street Address:	1628-A James P. Rodgers Drive		
City:	Valdosta		
State/Country:	GEORGIA		
Postal Code:	31601		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1973100	AMERICA'S COLOR PRINTER	
Registration Number:	3079112	U.S. PRESS	
Registration Number:	3169792	U.S. PRESS DIRECT	
Registration Number:	1895419	EZ COLOR	
CORRESPONDENCE DATA			
Fax Number:	(404)685-6929		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-3628		
Email:	mbedsole@sgrlaw.com		
Correspondent Name:	J. Rodgers Lunsford III		
Address Line 1:	1230 Peachtree Street, N.E.		
Address Line 2:	Suite 3100, Promenade II		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	US PRESS LLC		
NAME OF SUBMITTER:	J. Rodgers Lunsford III		

OP \$115.00 1973100

Signature:	/J. Rodgers Lunsford III/
Date:	06/11/2009
Total Attachments: 10 source=US Press Asset Purchase Agr & Bill of Sale#page1.tif source=US Press Asset Purchase Agr & Bill of Sale#page2.tif source=US Press Asset Purchase Agr & Bill of Sale#page3.tif source=US Press Asset Purchase Agr & Bill of Sale#page4.tif source=US Press Asset Purchase Agr & Bill of Sale#page5.tif source=US Press Asset Purchase Agr & Bill of Sale#page6.tif source=US Press Asset Purchase Agr & Bill of Sale#page7.tif source=US Press Asset Purchase Agr & Bill of Sale#page8.tif source=US Press Asset Purchase Agr & Bill of Sale#page9.tif source=US Press Asset Purchase Agr & Bill of Sale#page10.tif	

EXECUTION COPY

ASSET PURCHASE AGREEMENT

by and among

BEACON PRINTING & GRAPHICS, INC.

as Seller

U.S. PRESS, LLC

as Buyer

and

the Buyer Members named herein

February 27, 2008

**TRADEMARK
REEL: 004003 FRAME: 0041**

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of January [●], 2008, is by and among Beacon Printing & Graphics, Inc., a Texas corporation ("**Seller**"), U.S. Press, LLC, a Georgia limited liability company ("**Buyer**"), Kent Buescher, an individual resident of the State of Georgia ("**Kent Buescher**"), and Dawn Buescher, an individual resident of the State of Georgia ("**Dawn Buescher**" and, together with Kent Buescher, the "**Buyer Members**").

WITNESSETH:

WHEREAS, Seller operates a business division under the name "U.S. Press," which is engaged in the business of providing commercial printing and mailing services out of its business location at 1628A James P. Rodgers Drive, Valdosta, Georgia 31602 (such business, as conducted by Seller's U.S. Press division at such location, is referred to herein as the "**Business**"); and

WHEREAS, the assets of the Business were acquired by Seller in 1999 from a corporation controlled by the Buyer Members and the Glen E. Bryant Trust (the "**Bryant Trust**") (the "**1999 Transaction**"); and

WHEREAS, in connection with the 1999 Transaction, Seller entered into a lease with Kent Buescher and Dawn Buescher with respect to the real property referenced above and issued to the Buyer Members and the Bryant Trust certain junior subordinated notes as described herein; and

WHEREAS, the Bryant Trust terminated on May 13, 1999 and the interest in the junior subordinated promissory notes issued to the Bryant Trust passed to the Bryant Trust Successors (as defined below); and

WHEREAS, the Buyer Members have formed the Buyer for the purpose of acquiring the assets of the Business from Seller; and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, substantially all of the assets of the Business, all upon the terms and subject to the conditions set forth below, and in connection with such sale the Buyer Members desire to release Seller from its obligations under the above referenced real estate lease, deliver and release Seller from its obligations under the junior subordinated notes issued to the Buyer Members, and deliver and obtain the release by the Bryant Trust Successors of Seller from its obligations under the junior subordinated notes issued to the Bryant Trust;

NOW, THEREFORE, for the mutual covenants and other consideration described herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Obligations, all of Seller's rights, title and interest in and to the assets associated exclusively with the Business (the "Assets"), including the following:

(a) Tangible Personal Property. The equipment, machinery and plant components identified on Schedule 2.1(a), all tools, components, materials, implements, spare parts and supplies associated therewith and located at the Valdosta Facility, and the lighting, furnishing and fixtures owned by Seller and located at the Valdosta Facility ("**Tangible Personal Property**");

(b) Computers and Software. All of the Business's computer equipment, and software identified on Schedule 2.1(b) and all printers, keyboards, screens, peripherals (and other input/output devices), modems and other equipment associated with such computer equipment and software and located at the Valdosta Facility, except for any such software that is subject to a license agreement restricting the assignment and transfer thereof ("**Computer Equipment and Software Rights**");

(c) Intellectual Property. All rights of Seller to the use of the names "U.S. Press," "U.S. Press Direct" and any variant thereof, and any related marks, trade names or other Intellectual Property, including but not limited to all rights of Seller to the use the internet webpage, internet address and/or domain name for "uspress.com", "uspressdirect.com" and any variant internet webpage, internet address or domain name associated exclusively with the Business, and all rights of Seller to Seller's trademarks for "America's Color Printer," "Click n' Print." and "EZ Color."

(d) Consumable Inventory. All of the Business's raw materials and consumable items ("**Consumable Inventory**");

(e) Customer Lists. Seller's current customer lists associated exclusively with the Business and all contact information associated with the customers on such lists;

(f) Telephone Numbers. The telephone numbers used exclusively in the Business;

(g) Customer Contracts. The contracts and agreements with customers relating exclusively to the Business (the "**Customer Contracts**");

(h) Supply Contracts. The supply agreements and arrangements associated exclusively with the Business (the "**Supply Contracts**");

(i) Permits. All of the Permits associated exclusively with the Business, to the extent assignable;

(j) Vehicles. All trucks, automobiles, trailers, forklifts, tractors, rolling stock and other vehicles used in exclusively in the Business, as listed on Schedule 2.1(j);

(k) Books and Records. All Books and Records relating exclusively to the Business;

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

SELLER:

BEACON PRINTING & GRAPHICS, INC.

By: Carl L. Norton
Carl L. Norton
Chief Executive Officer

BUYER:

U.S. PRESS, LLC

By: _____
Kent Buescher
Member and Manager

BUYER MEMBERS:

Kent Buescher

Dawn Buescher

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

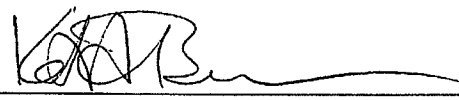
SELLER:

BEACON PRINTING & GRAPHICS, INC.


By: _____
Name: _____
Title: _____

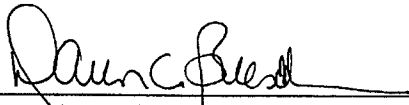
BUYER:

U.S. PRESS, LLC

By: 
Kent Buescher
Member and Manager

BUYER MEMBERS:


Kent Buescher


Dawn Buescher

EXECUTION COPY

BILL OF SALE, ASSIGNMENT AND ASSUMPTION INSTRUMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION INSTRUMENT (this "Bill of Sale") is made and entered into as of February 27, 2008 by and between BEACON PRINTING & GRAPHICS, INC., a Texas corporation ("Seller"), and U.S. PRESS, LLC, a Georgia limited liability company ("Buyer").

RECITALS

WHEREAS, Seller, Buyer, Kent Buescher and Dawn Buescher are parties to an Asset Purchase Agreement dated February 27, 2008 (the "Purchase Agreement"), whereby Seller has agreed to sell, convey, transfer and deliver to Buyer the Assets (as defined in the Purchase Agreement), and Buyer has agreed to purchase the Assets from Seller and assume the Assumed Obligations (as defined in the Purchase Agreement);

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Assets. Seller does hereby sell, convey, transfer and deliver the Assets to Buyer, free and clear of all Encumbrances (other than the Permitted Encumbrances and the Assumed Obligations, each as defined in the Purchase Agreement), and Buyer does hereby purchase and accept the Assets from Seller.

2. Appointment of Agent. Seller hereby constitutes and appoints Buyer as Seller's true and lawful attorney, with full power of substitution, for it and in its name, place and stead, or otherwise, but on behalf of and for the benefit of Buyer, to demand and receive from time to time any and all of the Assets hereby sold, assigned and conveyed, or intended so to be, and to obtain receipts and releases for and in respect of the same or any part thereof, and from time to time to institute and prosecute in the name of Seller or otherwise, but at the expense and for the benefit of Buyer, any and all proceedings at law, in equity or otherwise, that Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Assets, and to defend and compromise any and all actions, suits or proceedings in respect of any of the Assets, and generally to do all and any such acts and things in relation thereto as Buyer shall deem advisable, all to the extent consistent with the Purchase Agreement.

3. Assumption of Assumed Obligations. Buyer, for the benefit of Seller, its successors and assigns, in addition to the consideration to be paid pursuant to Article 3 of the Purchase Agreement, hereby assumes and agrees to pay, perform and discharge the Assumed Obligations in a timely manner and in accordance with the terms thereof.

TRADEMARK

REEL: 004003 FRAME: 0046

4. Purchase Agreement. This Bill of Sale is subject to the terms and conditions set forth in the Purchase Agreement and nothing herein shall be deemed to modify, extend or diminish the representations, warranties, covenants and obligations of the parties under the Purchase Agreement. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings given such terms in the Purchase Agreement.

5. Exclusivity. Nothing contained herein, express or implied, shall be construed, nor is intended, to confer upon any person, firm or entity, other than Buyer and Seller and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant and condition thereof, and such terms, covenants and conditions shall be for the exclusive benefit of Buyer and Seller and their respective successors and permitted assigns.

6. Governing Law. This instrument shall be construed and governed in accordance with the internal laws of the State of Georgia without regard to conflicts of laws principles.

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered on the date first above written.

BEACON PRINTING & GRAPHICS, INC.

By: Carl L. Norton
Carl L. Norton
Chief Executive Officer

U.S. PRESS, LLC

By: Kent Buescher
Kent Buescher
Member and Manager

HOUSTON2154946.1

TRADEMARK
REEL: 004003 FRAME: 0047

4. Purchase Agreement. This Bill of Sale is subject to the terms and conditions set forth in the Purchase Agreement and nothing herein shall be deemed to modify, extend or diminish the representations, warranties, covenants and obligations of the parties under the Purchase Agreement. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings given such terms in the Purchase Agreement.

5. Exclusivity. Nothing contained herein, express or implied, shall be construed, nor is intended, to confer upon any person, firm or entity, other than Buyer and Seller and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant and condition thereof, and such terms, covenants and conditions shall be for the exclusive benefit of Buyer and Seller and their respective successors and permitted assigns.

6. Governing Law. This instrument shall be construed and governed in accordance with the internal laws of the State of Georgia without regard to conflicts of laws principles.

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered on the date first above written.

BEACON PRINTING & GRAPHICS, INC.

By: _____
Name: _____
Title: _____

U.S. PRESS, LLC

By: Kert A. Buescher
Name: Kert A. Buescher
Title: Member/Manager

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of February, 2008, by _____ of BEACON PRINTING & GRAPHICS, INC., a Texas corporation, on behalf of said corporation.

[SEAL]

Notary Public in and for
the State of _____
Print Name: _____
My Commission Expires: _____

THE STATE OF Georgia §
COUNTY OF Louder §

This instrument was acknowledged before me on this the 27 day of February, 2008, by Kent A. Buescher, Member/Manager of U.S. PRESS, LLC, a Georgia limited liability company, on behalf of said limited liability company.

[SEAL]



Victoria
Notary Public in and for
the State of Georgia
Print Name: Victoria Ingram
My Commission Expires: 4-26-10

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