

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
Norwood Operating Company, LLC		07/03/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Norwood Promotional Products, LLC		
Street Address:	One BIC Way		
Internal Address:	Suite 1		
City:	Shelton		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Registration Number:	1003874	AIR TEX	
Serial Number:	77133924		
Serial Number:	77621293	AUTO CUP	
Registration Number:	3089681	BALM ARGENTA	
Registration Number:	2542025		
Registration Number:	1502777	BARLOW	
Serial Number:	77403775	BUDGET BEATER	
Serial Number:	77424394	BUDGET TRAVELER	
Serial Number:	77424387	COASTER WEIGHT	
Serial Number:	77424390	COLORIFIC	
Serial Number:	77494648	COLORIFIC MULTIPLE COLOR IMPRINTS	
Registration Number:	3564732	CUBE-PAD	
Registration Number:	2927209	ECON-O-LINE	

CH \$1440.00 1003874

900138195

TRADEMARK
REEL: 004018 FRAME: 0785

Registration Number:	3414596	ECON-O-LINE
Registration Number:	3558300	EVOLUCENT
Serial Number:	77188742	EVOLUCENT
Serial Number:	77191677	GOINGREEN
Serial Number:	77198114	GOINGREEN
Registration Number:	3290629	GOLFERS 911
Registration Number:	2956573	GOOD VALUE CALENDARS
Registration Number:	2505415	HEMISPHERE
Serial Number:	77619668	ICATALOG
Registration Number:	3588261	INNOVATION & SERVICE, DELIVERED
Registration Number:	3578475	JAFFA
Serial Number:	77584382	JAFFA
Serial Number:	76573657	KOOZIE
Registration Number:	3416861	LOGO-DOME
Serial Number:	77424384	MEASUREVIEW
Registration Number:	2924635	MOOD METERS
Registration Number:	2894578	NORWOOD
Serial Number:	77424403	NORWOOD
Serial Number:	77619664	NORWOOD ICATALOG
Serial Number:	77546686	NORWOOD NOTES
Serial Number:	77424398	NORWOOD.COM
Serial Number:	77403752	PACESETTER
Registration Number:	1754165	PILLOWLINE
Serial Number:	77403798	RCC KOOZIE
Serial Number:	77485353	SAFETY SEARCH
Registration Number:	1641027	SALM
Registration Number:	1987179	SENTRY PACK
Registration Number:	3256778	SENTRY SAFETY
Registration Number:	3514221	SENTRY SAFETY
Serial Number:	77424380	SIGN WAVE
Registration Number:	3563143	SOUVENIR
Serial Number:	77403802	SPECTRACOLOR
Registration Number:	2028873	STYLE-RITE
Registration Number:	1522588	STYLE-RITE
Serial Number:	77577702	STYLE-RITE

Registration Number:	0512591	SUPERIOR GIFT LINE
Serial Number:	77403743	SYMPHONY
Registration Number:	3051358	SYMPHONY DIARIES
Registration Number:	3035648	TEE OFF
Registration Number:	1574781	THE ACTION LINE
Registration Number:	1209674	THE TRIUMPH LINE
Registration Number:	2047162	TRI-AD PLUS
Serial Number:	77424374	TRIUMPH
Registration Number:	2208965	WASHBURN LABORATORIES

CORRESPONDENCE DATA

Fax Number: (203)783-2108

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: Ruth.Thompson@bicworld.com

Correspondent Name: Cheryl L. Chadwick

Address Line 1: One BIC Way

Address Line 2: Suite 1

Address Line 4: Shelton, CONNECTICUT 06484

ATTORNEY DOCKET NUMBER:	NORWOODOPCO-TMASSIGNMENT
-------------------------	--------------------------

NAME OF SUBMITTER:	Cheryl L. Chadwick
--------------------	--------------------

Signature:	/020853/
------------	----------

Date:	07/08/2009
-------	------------

Total Attachments: 9

source=Trademark Assignment - Opco - EXECUTED_(15000552_1)#page1.tif
source=Trademark Assignment - Opco - EXECUTED_(15000552_1)#page2.tif
source=Trademark Assignment - Opco - EXECUTED_(15000552_1)#page3.tif
source=Trademark Assignment - Opco - EXECUTED_(15000552_1)#page4.tif
source=Trademark Assignment - Opco - EXECUTED_(15000552_1)#page5.tif
source=Trademark Assignment - Opco - EXECUTED_(15000552_1)#page6.tif
source=Trademark Assignment - Opco - EXECUTED_(15000552_1)#page7.tif
source=Trademark Assignment - Opco - EXECUTED_(15000552_1)#page8.tif
source=Trademark Assignment - Opco - EXECUTED_(15000552_1)#page9.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of July 3, 2009, by Norwood Operating Company, LLC, a Delaware limited liability company ("*Assignor*"), in favor of Norwood Promotional Products, LLC, f/k/a "Brickyard Acquisition, LLC", a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor is the owner of various registered and unregistered trademarks, service marks, trade dress, logos, trade names, and corporate names, including those identified and set forth on Schedule A attached hereto, together with all applications, registrations and renewals in connection therewith, and all goodwill associated therewith (collectively, the "*Marks*");

WHEREAS, Assignor, Assignee, Norwood Promotional Products, Inc., and certain subsidiaries of Assignor are parties to the Asset Purchase Agreement dated June 18, 2009 (the "*Purchase Agreement*") pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, contributes, delivers, transfers, grants, bargains, assigns and conveys to Assignee its entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys,

agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. No amendment or waiver of any provision of this Assignment shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
5. This Assignment shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
6. This Assignment may be signed in counterparts, including by means of a facsimile machine or similar electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks and shall not be construed to limit or expand the rights of any party under the Purchase Agreement.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Assignment to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR

NORWOOD OPERATING COMPANY, LLC

By: 

Name: Keith A. Maib

Title: Chief Financial Officer

ASSIGNEE

**NORWOOD PROMOTIONAL PRODUCTS,
LLC,
F/K/A BRICKYARD ACQUISITION, LLC**

By: _____

Name: James V. DiPietro

Title: President

Signature Page to Trademark Assignment - Norwood Operating Company, LLC

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Assignment to be duly executed as of the date set forth above by their duly authorized representatives.


ASSIGNOR

NORWOOD OPERATING COMPANY, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE

NORWOOD PROMOTIONAL PRODUCTS,
LLC,
F/K/A BRICKYARD ACQUISITION, LLC

By:  _____
Name: James V. DiPietro
Title: President

Signature Page to Trademark Assignment - Norwood Operating Company, LLC

ACKNOWLEDGMENTS

STATE OF Indiana)
COUNTY OF Marion) SS:

On this 1st day of July, 2009, personally appeared Kath A Maib, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he or she, as Chief Financial Officer of Norwood Operating Company, LLC, a Delaware limited liability company, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as Chief Financial Officer of Norwood Operating Company, LLC, a Delaware limited liability company, and the free act and deed of said company, before me, the undersigned officer.

My Commission Expires: 03-29-2015
My County of Residence: Hamilton

Julie A Martin
Commissioner of the Superior Court
Notary Public Julie A Martin

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) SS:

On this ___ day of July, 2009, personally appeared James V. DiPietro, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as President of Norwood Promotional Products, LLC, f/k/a Brickyard Acquisition, LLC, a Delaware limited liability company, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as the President of Norwood Promotional Products, LLC, f/k/a Brickyard Acquisition, LLC, a Delaware limited liability company, and the free act and deed of said company, before me, the undersigned officer.

Commissioner of the Superior Court
Notary Public

A-1

Acknowledgments - Trademark Assignment - Norwood Operating Company, LLC

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of July, 2009, personally appeared _____, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he or she, as _____ of Norwood Operating Company, LLC, a Delaware limited liability company, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as _____ of Norwood Operating Company, LLC, a Delaware limited liability company, and the free act and deed of said company, before me, the undersigned officer.

Commissioner of the Superior Court
Notary Public

* * * * *

STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

On this 1st day of July, 2009, personally appeared James V. DiPietro, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as President of Norwood Promotional Products, LLC, f/k/a Brickyard Acquisition, LLC, a Delaware limited liability company, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as the President of Norwood Promotional Products, LLC, f/k/a Brickyard Acquisition, LLC, a Delaware limited liability company, and the free act and deed of said company, before me, the undersigned officer.

Andrea L. White
Commissioner of the Superior Court
Notary Public Andrea L. White

A-1




Acknowledgments - Trademark Assignment - Norwood Operating Company, LLC

My Commission Exp. Nov. 30, 2009

Schedule A
to Trademark Assignment


UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
AIR TEX DESIGN 	72379914 12/31/1970	1003874 02/04/1975
ANCHOR DESIGN 	77133924 03/18/2007	
AUTO CUP	77621293 11/25/2008	
BALM ARGENTA	78526464 12/03/2004	3089681 05/09/2006
BANDAGE DISPENSER DESIGN	75255801 03/12/1997	2542025 02/26/2002
BARLOW	73575443 12/27/1985	1502777 09/06/1988
BUDGET BEATER	77403775 12/22/2008	
BUDGET TRAVELER	77424394 03/17/2008	
COASTER WEIGHT	77424387 03/17/2008	
COLORIFIC	77424390 03/17/2008	
COLORIFIC design 	77494648 06/09/2008	
CUBE PAD	78841063 03/20/2006	3564732 1/20/2009
ECON-O-LINE	76473222 12/10/2002	2927209 02/22/2005
ECON-O-LINE	78841038 03/20/2006	3414596 04/22/2008
EVOLUCENT	77159582 04/18/2007	3558300 1/6/2009
EVOLUCENT design 	77188742 05/23/2007	
GOINGREEN design 	77191677 05/29/2007	
GOINGREEN design	77198114	

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
goingreen	06/05/2007	
GOLFERS 911 design 	78841135 03/20/2006	3290629 09/11/2007
GOOD VALUE CALENDARS	76543600 09/10/2003	2956573 05/31/2005
HEMISPHERE	75871567 12/14/1999	2505415 11/06/2001
ICATALOG	77619668 11/21/2008	
INNOVATION SERVICE DELIVERED	77310177 10/22/2007	3588261 3/10/2009
JAFFA	77195501 06/01/2007	3578475 2/24/2009
JAFFA	77584382 10/02/2008	
KOOZIE	76573657 02/03/2004	3240989 05/15/2007
LOGO-DOME	77090216 01/24/2007	3416861 4/29/2008
MEASUREVIEW	77424384 03/17/2008	
MOOD METERS	76425997 06/28/2002	2924635 02/08/2005
NORWOOD	76514525 05/14/2003	2894578 10/19/2004
NORWOOD design 	77424403 03/17/2008	
NORWOOD ICATALOG	77619664 11/21/2008	
NORWOOD NOTES	77546686 08/13/2008	
NORWOOD.COM	77424398 03/17/2008	
PACESETTER	77403752 02/22/2008	
PILLOWLINE	74280207 06/01/1992	1754165 02/23/1993
RCC KOOZIE	77403798 02/22/2008	
SAFETY SEARCH	77485353 05/28/2008	
SALM	73804167 05/24/1989	1641027 04/16/1991
SENTRY PACK design 	7472963 08/09/1995	1987179 07/16/1996
SENTRY SAFETY	76533406 07/30/2003	3256778 06/26/2007
SENTRY SAFETY	78841081	3514221 10/07/2008

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
	03/20/2006	
SIGN WAVE	77424380 03/17/2008	
SOUVENIR	77289540 09/26/2007	3563143 1/20/2009
SPECTRACOLOR	77403802 02/22/2008	
STYLE-RITE	75056027 02/09/1996	2028873 01/07/1997
STYLE-RITE	73701558 12/17/1987	1522588 01/31/1989
STYLE-RITE	77577702 09/24/2008	
SUPERIOR GIFT LINE	71556340 05/06/1948	512591 07/19/1949
SYMPHONY	77403743 02/22/2008	
SYMPHONY DIARIES	76543819 09/09/2003	3051358 01/24/2006
TEE OFF	78526459 12/03/2004	3035648 12/27/2005
THE ACTION LINE	73671656 07/13/1987	1574781 01/02/1990
THE TRIUMPH LINE	73286492 11/19/1980	1209674 09/21/1982
TRI-AD PLUS	74717854 08/21/1995	2047162 03/25/1997
TRIUMPH	77424374 03/17/2008	
WASHBURN LABORATORIES	75386453 11/07/1997	2208965 12/08/1998

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
ACTION LINE	Canada	584733 05/26/1987	TMA339029 04/08/1988
THE ACTION LINE	Canada	588190 07/20/1987	TMA342226 06/30/1988
COLOURIFIC	Canada	142205400 12/16/2008	
NORWOOD CANADA PROMOTIONAL PRODUCTS	Canada	142563700 1/26/2009	
Norwood Design 	Canada	141883500 11/19/2008	
PILLOWLINE	Canada	079696700 11/9/1995	TMA487893 1/20/1998