

# 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
Renaissance Publishing Company, LLC		07/03/2009	LIMITED LIABILITY COMPANY: INDIANA
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: 1			
Property Type	Number	Word Mark	
Serial Number:	77646284	MESSENGER FINE ART	
CORRESPONDENCE DATA			
Fax Number:	(203)783-2108		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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:	RENAISSANCE-TMASSIGNMENT		
NAME OF SUBMITTER:	Cheryl L. Chadwick		
Signature:	/020853/		

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REEL: 004019 FRAME: 0276

Date:

07/08/2009

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of July 3, 2009, by Renaissance Publishing Company, LLC, an Indiana 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., Norwood Operating Company, LLC ("*Opco*") and certain subsidiaries of Opco 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**

**RENAISSANCE PUBLISHING COMPANY,  
LLC**

By: 

Name: Keith A. Yaitz

Title: Chief Financial officer

**ASSIGNEE**

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

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

Name: James V. DiPietro

Title: President

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

RENAISSANCE PUBLISHING 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 – Renaissance Publishing Company, LLC*

ACKNOWLEDGMENTS

STATE OF Indiana )  
 ) SS:  
COUNTY OF Marion )

On this 1<sup>st</sup> day of July, 2009, personally appeared Keith 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 Renaissance Publishing Company, LLC, an Indiana 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 Renaissance Publishing Company, LLC, an Indiana limited liability company, and the free act and deed of said company, before me, the undersigned officer.

My Commission Expires: 03.09.2015 Julie A. Martin  
My County of Residence: Hamilton Commissioner of the Superior Court  
Notary Public Julie A. Martin

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STATE OF CONNECTICUT )  
 ) SS:  
COUNTY OF FAIRFIELD )

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

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*Acknowledgments - Trademark Assignment - Renaissance Publishing 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 Renaissance Publishing Company, LLC, an Indiana 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 Renaissance Publishing Company, LLC, an Indiana 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

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Acknowledgments - Trademark Assignment - Renaissance Publishing 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
MESSENGER FINE ART	77646284 01/09/2009	