## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly Execution Date Entity		Entity Type
Reischling Press, Inc.		06/11/2010	CORPORATION: WASHINGTON

## RECEIVING PARTY DATA

Name:	Huntington Capital Fund II, L.P.	
Street Address:	4660 La Village Dr., Ste. 650	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92122	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	76368018	IPADS.COM	
Serial Number:	76368013	IPADS.COM	

## **CORRESPONDENCE DATA**

Fax Number: (858)638-5130

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

Phone: 858-638-6730

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Dr., Ste. 1100
Address Line 2: Attention: Susan Reynholds
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	366955-000002
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
	TRADEMARK

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Date:	06/15/2010	
Total Attachments: 6		
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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 11, 2010 by and between HUNTINGTON CAPITAL FUND II, L.P., as Lender under (and as described in) the Loan Agreement (defined below) ("Lender") and REISCHLING PRESS, INC. ("Borrower").

## **RECITALS**

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

# **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender, a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

WEST\21592187.7 366955-000002 IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower: BORROWER: REISCHLING PRESS, INC. 3325 S. 116th Street, Suite 161 Tukwila, WA 98168 Attn: Chief Financial Officer Fax: (206) 443-4322 Address of Lender: HUNTINGTON CAPITAL FUND II, L.P., a 4660 La Jolla Village Drive, Suite 650 San Diego, CA 92122 Delaware limited partnership Attention: Tim Bubnack Fax: (858) 259-0074 Name:\_\_\_\_ Title:

[Signature Page to Intellectual Property Security Agreement]

WEST\21592187 366955-000002 IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

**BORROWER:** 

REISCHLING PRESS, INC.

3325 S. 116th Street, Suite 161

Tukwila, WA 98168

Attn: Chief Financial Officer

Fax: (206) 443-4322

Ву:\_\_\_\_\_

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

LENDER:

Address of Lender:

4660 La Jolla Village Drive, Suite 650

San Diego, CA 92122 Attention: Tim Bubnack Fax: (858) 259-0074 HUNTINGTON CAPITAL FUND II, L.P., a

Delaware limited partnership

Name: Tim BUBNACK

Title: MEMBER HEMC II LLC-GENERAL PARTNER

[Signature Page to Intellectual Property Security Agreement]

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# EXHIBIT A

# Copyrights

<u>Description</u>	Registration Number	Registration <u>Date</u>
Personalized Stationery I – Spring 2008	VAu000968158	8/7/08
Pro Photo Books 1	VAu000984795	11/21/08
Personalized Holiday Notecards	VAu000989219	11/21/08

# EXHIBIT B

# Patents

<u>Description</u>	Patent/App. <u>Number</u>	File <u>Date</u>
Computer-controlled system and method for generating a customized imprinted item	09818704	3/27/01
Multiproduct printing workflow system with dynamic scheduling	12011169	1/23/08
System and method for providing custom templates	12075996	3/14/08
Semiconductor device	12107599	4/22/08

# EXHIBIT C

# Trademarks

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
iPads.com	76368018	2/7/02
iPads.com	76368013	2/7/02

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**RECORDED: 06/15/2010** 

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