

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 Promotional Products, LLC		06/18/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Messenger, LLC		
Street Address:	318 E. 7th Street		
City:	Auburn		
State/Country:	INDIANA		
Postal Code:	46706		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77646284	MESSENGER FINE ART	
Serial Number:	77921044	MESSENGER	
CORRESPONDENCE DATA			
Fax Number:	(513)381-0205		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-381-2838		
Email:	bayliss@taftlaw.com		
Correspondent Name:	Linda D. Bayliss, paralegal		
Address Line 1:	425 Walnut Street		
Address Line 2:	Suite 1800		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	CRE16 GN003		
NAME OF SUBMITTER:	Linda D. Bayliss, paralegal		
Signature:	/Linda D. Bayliss, paralegal/		

CH \$65.00 77646284

Date:

06/18/2010

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of June 18, 2010 (the "Effective Date"), is made by and between Norwood Promotional Products, LLC, a Delaware limited liability company with its principal place of business at 10 W. Market Street, Suite 1400, Indianapolis, Indiana 46204 ("Assignor") and Messenger, LLC a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns each trademark identified on Schedule A attached hereto and all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of the date hereof (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 Trademarks;

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Trademarks together with all goodwill symbolized by and associated with the business conducted under the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks 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.
2. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and at Assignee's sole cost and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be

reasonably required and within Assignor's control) as may be necessary to convey, transfer, assign, and deliver to, and consolidate, vest and record in Assignee, full ownership of the Trademarks and other rights conveyed herewith.

3. 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 Trademarks and shall not be construed to limit or expand the rights of any party under the Purchase Agreement.
4. This Assignment shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
5. This Assignment shall be interpreted and enforced pursuant to the laws of the State of Indiana without regard to conflict of law provisions thereof.
6. Assignor hereby represents and warrants to Assignee that Assignor has the requisite power and authority to execute this Assignment.
7. 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.
8. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

NORWOOD PROMOTIONAL PRODUCTS, LLC

By: ADP.

Name: JAMES V. DIPIETRO
~~Nancy Schiaparelli~~

Title: Vice President Finance

MESSENGER, LLC

By: _____

Name: Nathan J. Good

Title: Vice President

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

NORWOOD PROMOTIONAL PRODUCTS, LLC

By: _____

Name: Nancy Schiaparelli

Title: Vice President Finance

MESSENGER, LLC

By:  _____

Name: Nathan J. Good

Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Connecticut
COUNTY OF Fairfield ^{SS.:}

18th day of June 2010 by James V. DiPietro, the Vice President of Norwood Promotional Products, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Debra Droniak
Notary Public - State of Connecticut
Printed Name Debra Droniak

DEBRA DRONIAK
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2010

STATE OF INDIANA
COUNTY OF MARION ^{SS.:}

The foregoing instrument was executed and acknowledged before me on this 18th day of June 2010 by Nathan J. Good, the Vice President of Messenger, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public - State of Indiana
Printed Name – Michelle O'Brien Hubbard

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

ss.:

COUNTY OF _____

The foregoing instrument was executed and acknowledged before me on this _____ day of _____ 2010 by _____, the _____ of Norwood Promotional Products, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public - State of _____

Printed Name _____

STATE OF INDIANA

ss.:

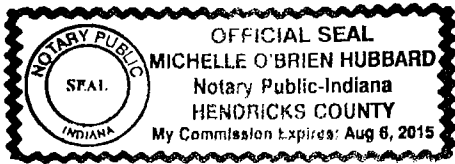
COUNTY OF MARION

The foregoing instrument was executed and acknowledged before me on this 18th day of June 2010 by Nathan J. Good, the Vice President of Messenger, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Notary Public - State of Indiana

Printed Name – Michelle O'Brien Hubbard



SCHEDULE A
Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Messenger Fine Art	77/646,284	1/9/2009
Messenger	77/921,044	1/27/2010