#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/15/2004

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IlMaggieco Incorporated	FORMERLY Magruder Color Company, Inc.	l10/11/2010 l	CORPORATION: NEW JERSEY

#### **RECEIVING PARTY DATA**

Name:	Day-Glo Color Corp.	
Street Address:	4515 St. Clair Avenue	
City:	Cleveland	
State/Country:	ОНЮ	
Postal Code:	44103	
Entity Type:	CORPORATION: OHIO	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1137135	VISIPRINT

### **CORRESPONDENCE DATA**

(216)241-0816 Fax Number:

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

Phone: 216.622.8200

Email: ipdocket@calfee.com

Correspondent Name: Calfee, Halter & Griswold LLP

Address Line 1: 800 Superior Avenue

Address Line 2: Suite 1400

Address Line 4: Cleveland, OHIO 44114-2688

ATTORNEY DOCKET NUMBER:	06821/06948
NAME OF SUBMITTER:	Sandi L. Colello

REEL: 004301 FRAME: 0089

**TRADEMARK** 

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Signature:	/sandi I. colello/
Date:	10/21/2010
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TRADEMARK REEL: 004301 FRAME: 0090

## CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Assignment, having an effective date as of July 15, 2004 (the "Effective Date"), is made by Joel Weissglass and Allen Weissglass on behalf of Maggieco Incorporated, a New Jersey corporation formerly known as Magruder Color Company, Inc. ("Assignor") in favor of Day-Glo Color Corp., an Ohio corporation ("Assignee").

WHEREAS, on the Effective Date, Assignor soid to Assignee certain assets relating to the business of manufacturing fluorescent pigments and fluorescent-related products (the "Business"), including but not limited to all right title and interest in and to certain trademarks, service marks, trade dress, trade names and brand names used by Assignor in connection with the Business; and

WHEREAS, the mark VISIPRINT for printing inks and ink bases, corresponding to U.S. Registration No. 1,137,135, (the "VISIPRINT Mark") was inadvertently omitted from the schedule of transferred assets included with the trademark assignment in Assignee's favor executed by Assignor on the Effective Date; and

WHEREAS, Joel Weissglass was, on the Effective Date, the Secretary and General Counsel of Assignor; and

WHEREAS, Allan Weissglass was, on the Effective Date, the Chairman of Assignor,

WHEREAS, Joel Weissglass acknowledged that the assets of the Business sold by Assigner to Assignee on the Effective Date included the VISIPRINT Mark;

NOW, THEREFORE, Joel Weissglass and Allen Weissglass confirm that on the Effective Date, Assignor sold, transferred and assigned to Assignee all worldwide right, title and interest in and to (i) the VISIPRINT Mark; (ii) all registrations, and applications for registration, of the VISIPRINT Mark worldwide, including without limitation, U.S. Registration No. 1,137,135; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the VISIPRINT Mark worldwide; (iv) all rights of action arising from the VISIPRINT Mark worldwide, including all claims for damages by reason of past, present and future infringement of the VISIPRINT Mark and the right to sue and collect damages for such infringement, to be

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held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the VISIPRINT Mark.

IN WITNESS WHEREOF, Joel Weissglass and Allen Weissglass have executed this Confirmatory Assignment as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2010.

JOEL WEISSGLASS

ALLEN WEISSGLASS

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**RECORDED: 10/21/2010**