

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lehigh Press LLC		01/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Lehigh Litho LLC		
Street Address:	357 Main Street		
City:	Armonk		
State/Country:	NEW YORK		
Postal Code:	10504		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3734942	LEHIGH PHOENIX	
Registration Number:	3732342	LEHIGH PHOENIX	
CORRESPONDENCE DATA			
Fax Number:	(212)907-9681		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 907-9600		
Email:	jburns@ingramllp.com		
Correspondent Name:	Mioko Tajika		
Address Line 1:	Ingram Yuzek Gainen Carroll & Bertolotti		
Address Line 2:	250 Park Avenue		
Address Line 4:	New York, NEW YORK 10177		
ATTORNEY DOCKET NUMBER:	2750-021 THE LEHIGH PRESS		
NAME OF SUBMITTER:	Mioko Tajika		
Signature:	/mioko tajika/		

OP \$65.00 3734942

Date:

02/07/2011

Total Attachments: 5

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "**Agreement**") is made and entered into as of this 21st day of January, 2011 by and between The Lehigh Press LLC, a Delaware limited liability company ("Lehigh Press") and Lehigh Litho LLC, a Delaware limited liability company ("Litho").

RECITALS

WHEREAS, Lehigh Press is the sole member of Litho;

WHEREAS, Lehigh Press desires to contribute substantially all of the assets related to its Lehigh Lithographers business, as more specifically identified on Exhibit A hereto (the "Assets"), to Litho;

NOW, THEREFORE, in consideration of the agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties intending to be legally bound hereby, agree as follows:

1. **Contribution of Assets; Assumption of Liabilities; Merger**

Lehigh Press hereby contributes, grants, transfers, assigns, releases, delivers and conveys to Litho, its successors and assigns, to have and hold forever, all of Lehigh Press' right, title and interest in the Assets. Litho hereby (i) accepts the contribution, grant, transfer, assignment, release, delivery and conveyance of such right, title and interest in the Assets from Lehigh Press and (ii) assumes and agrees faithfully to discharge or otherwise perform or satisfy when due all liabilities arising from or related to the Assets; provided that for the avoidance of doubt, the liabilities arising out of or relating to Bureau of Risk Management Initial Notice and Case Assignment, New Jersey Department of Environmental Protection, Case No. E20080215 shall be retained by and the continuing responsibility of Lehigh Press. As soon as administratively possible and in any event not later than two (2) business days following the contribution of the Assets hereunder, Litho agrees to take such actions necessary to merge with and into Phoenix Color Corp., with Phoenix Color Corp., as the surviving corporation.

2. **Entire Agreement**

This Agreement, together with any other agreement between or among any parties hereto relating to the subject matter hereof, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes any and all prior or contemporaneous agreements or understandings between the parties hereto pertaining to the subject matter hereof.

3. **Further Assurances**

Each of the parties hereto covenants and agrees on behalf of itself, its successors and its assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver such other instruments, documents and statements, and to take such other action, as may be required by law or reasonably necessary to effectively carry out the purposes of this Agreement.

4. **Governing Law**

This Agreement shall be governed in all respects, including validity, construction, interpretation and effect, by the laws of the State of Delaware.

5. **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors and permitted assigns.

6. **Severability; Preservation of Intent**

If any provision of this Agreement is determined by an arbitrator or any court having jurisdiction to be invalid, unenforceable or inoperative as a matter of law, then the parties hereto agree that such provision shall be modified to the extent legally possible so that the intent of this Agreement may be legally carried out. If any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, unenforceable or inoperative in any respect or for any reason, then the validity, legality and enforceability of any such provision in every other respect, of the remaining provisions hereof and of the Agreement as a whole shall not be in any way impaired or affected.


7. **Counterparts**

This Agreement may be executed in any number of multiple counterparts, each of which (including any facsimile or photocopy thereof) shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto.

[Signature page follows]

In Witness Whereof, the parties have executed this Agreement as of the day and year first written above.

THE LEHIGH PRESS LLC

By: 
Name: Paul Carouso
Title: Senior Vice President

LEHIGH LITHO LLC


By: 
Name: Marie D. Hlavaty
Title: Senior Vice President

EXHIBIT A

Lehigh Lithographers Assets

All of the following relating to Lehigh Press' Lehigh Lithographers business to the extent applicable:

1. All general intangibles as such term is defined in Article 9 of the New York Uniform Commercial Code and, in any event, including all contracts, agreements, instruments and indentures in any form, and portions thereof, to which the Lehigh Lithographers business is a party or under which it has any right, title or interest or to which it or any of its property is subject, as the same may from time to time be amended, supplemented or otherwise modified, including (a) all rights of the Lehigh Lithographers business to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of the Lehigh Lithographers business to receive proceeds of any insurance, indemnity, warranty or guarantee with respect thereto, (c) all claims of the Lehigh Lithographers business for damages arising out of any breach or default thereunder and (d) all rights of the Lehigh Lithographers business to terminate, amend, supplement, modify or otherwise exercise any remedies thereunder, in each case subject to the terms and conditions thereof.
2. All rights or interests of the Lehigh Lithographers business in the "Lehigh Press", "Lehigh Phoenix", "Lehigh Press Colortronics", "Lehigh Press Lithographers", "The Lehigh Press, Inc.", "LP", "Decogram", "Lehifi" and "Pressmatte" names and marks and all other trade names, servicemarks, trademarks, trade dress, trade styles, brand names, domain names, the goodwill associated therewith, licenses and sublicenses granted or obtained with respect thereto, and all of Lehigh Press' rights, title and interests therein, including, without limitation, the right to bring an action at law or in equity for the infringement, misappropriation or violation of the foregoing prior to the date hereof and to collect all damage awards, proceeds and settlements relating thereto.
3. To the extent transferable, all contracts, purchase orders, leases, permits, licenses, obligations, undertakings or commitments (to the extent transferable) to which Lehigh Press is bound with customers, vendors or contractors arising out of or related to the Lehigh Lithographers business.
4. All accounts, notes and other receivables arising out of or related to the Lehigh Lithographers business.
5. All inventories of finished goods, works in process, raw materials and other materials and supplies of the Lehigh Lithographers business.
6. All deposits for work in progress or work ordered and not processed arising out of or related to the Lehigh Lithographers business.

7. All business information, operating data and records that relate to the Lehigh Lithographers assets and liabilities, including without limitation, all books, records, notes, databases, sales and sales promotional data, customer lists, advertising materials, credit information, cost and pricing information, business plans, projections, catalogs, payroll and personnel records, tax information and other similar property, rights and information to the extent they arise out of or relate to the Lehigh Lithographers business, assets or liabilities.
8. All claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind, against any person or party relating to any liabilities or of the assets listed or referred to in this Exhibit A arising out of or related to the Lehigh Lithographers business, including, without limitation, any notes, liens, security interests, pledges, warranty or other rights to payment or to enforce payment arising out of or related thereto.
9. All other assets, rights, properties, claims and contracts owned by Lehigh Press or principally used in the Lehigh Lithographers business and not otherwise listed on this Exhibit A and the goodwill associated with, arising out of or related to any of the assets listed or referred to in this Exhibit A.