

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
AmeriComm Direct Marketing, Inc.		01/05/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Label Art, Inc.		
Street Address:	1102 Jefferson Street		
City:	Algoma		
State/Country:	WISCONSIN		
Postal Code:	54201		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1107279		
CORRESPONDENCE DATA			
Fax Number:	(414)298-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4142981000		
Email:	tadmin@reinhardt.com		
Correspondent Name:	Michele Dietz		
Address Line 1:	1000 North Water Street		
Address Line 2:	Suite 1800		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	10418		
NAME OF SUBMITTER:	Michele Dietz		
Signature:	/MLD/		
Date:	03/11/2011		

CH \$40.00 1107279

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

dated as of January 5, 2001

between

AMERICOMM DIRECT MARKETING, INC.

and

LABEL ART, INC.

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of January 5, 2001 by and between AMERICOMM DIRECT MARKETING, INC., a Delaware corporation, ("Seller"), and LABEL ART, INC., a Wisconsin corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is engaged in the business of selling, manufacturing and distributing pressure-sensitive labels through its "Label Art" division (the "Business");

WHEREAS, Seller commenced a case (the "Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. Sections 101 et seq. (the "Bankruptcy Code") on April 6, 2000 by filing a voluntary petition with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the sale of assets and liabilities of the Business are subject to the supervision and control of Seller subject to the approval of the Bankruptcy Court; and

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller certain assets and to assume from Seller certain liabilities of the Business, pursuant to, inter alia, Sections 363 and 365 of the Bankruptcy Code and the applicable Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

1.1. Defined Terms. As used herein, the terms below shall have the following respective meanings:

"Accounts Receivable" shall be defined in the same manner as used by the parties in the calculation of the Base Working Capital as set forth in the Internally Compiled Balance Sheets attached as Schedule 1.1.

"Affiliate" shall have the meaning set forth in (i) Rule 12b-2 of the General Rules and Regulations of the Securities Exchange Act of 1934, as amended, or (ii) Section 101 of the Bankruptcy Code.

"Agreement" shall mean this Asset Purchase Agreement (together with all schedules and exhibits referenced herein).

"Approval Order" shall have the meaning ascribed to such term in Section 7.1(b).

<u>Term</u>	<u>Section</u>
Purchase Price	3.2(a)
Real Property Leases	2.1(a)
Seller(s)	Recitals
Shared Assets and Services Agreement	6.21

1.3. Other Definitional Provisions.

(a) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

II. TRANSFER OF ASSETS AND LIABILITIES

2.1. Assets to be Sold. Subject to Section 2.2, the other provisions of this Agreement, the Shared Assets and Services Agreement and the Approval Order, at Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire, and accept the following assets and rights (collectively, the "Assets"):

(a) The leases or subleases and all amendments thereto under which Seller is a lessor or lessee or sublessor or sublessee of real property relating to the operation of the Business (collectively, the "Real Property Leases") and any real property which is owned by such Seller and which is used in the operation of the Business (the "Owned Real Property"), each as listed on Schedule 2.1(a);

(b) The leases which relate to equipment or other personal property or fixtures used in the operation of the Business (the "Equipment Leases"), as set forth on Schedule 2.1(b); provided, however, to the extent that Buyer acquires any such personal property or fixture leases, Buyer shall be solely responsible for paying any Cure Amounts incurred in connection with the personal property or fixture leases specifically noted on Schedule 2.1(b);

(c) The furniture, fixtures, equipment, machinery, supplies, telephone system and other tangible personal property owned by Seller and relating primarily to the operation of the Business (collectively, the "Equipment"), and all warranties, if any, express or implied, existing for the benefit of such Seller in connection with the Equipment to the extent transferable;

(d) Any licenses, permits, franchises and other authorizations of any Governmental Entity relating to the Assets or to the operation of the Business (collectively, the "Licenses"), including but not limited to, those listed on Schedule 2.1(d), to the extent the same are transferable or assignable;

(e) The contracts and agreements of Seller relating to the operation of the Business in the ordinary course, including but not limited to computer leases and software licenses to the extent such computer leases and software licenses are used in the Business and are assignable or transferable under Law (collectively, the "Assumed Contracts"), as set forth on Schedule 2.1(e) and Schedule 6.17, including deposits or prepayments for customer purchase orders assigned to Buyer;

(f) The merchandise inventory relating to the Business held for sale by Seller, wherever located (collectively, the "Inventory"), all purchase orders and all warranties, if any, express or implied, existing for the benefit of Seller in connection with the Inventory, to the extent transferable;

(g) Accounts receivable;

(h) Any books, records, files or papers of Seller, whether in hard copy or computer format, relating primarily to the Assets or to the operation of the Business, including, without limitation, management information systems or software owned or used by Seller, manufacturing, inventory control, customer service, shopfloor control, estimating, time and attendance, art and prepress software and systems, engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, personnel and employment records, customer lists, vendor lists, catalogs, research material, URLs, source codes, technical information, trade secrets, technology, know-how, specifications, designs, drawings, processes and quality control data, if any, or any other intangible property and applications for the same; and

(i) Any of Seller's right, title or interest in or to any of Seller's packaging designs or trade dresses, any derivatives or combinations thereof, any patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights, copyright applications, or copyright registrations trade secrets, technology, know-how, goodwill and all other intangible property or assets relating to the Business, including, but not limited to, the items set forth on Schedule 2.1(i), provided, however, that Seller shall assign its interest in the Trademark License Agreement dated December 29, 2000 by and between AmeriComm Acquisition Company, LLC and the Seller in order to provide Buyer with a two year, non-exclusive, royalty-free sublicense for use of the trademarks specifically noted on Schedule 2.1(i).

2.2. Excluded Assets. The Assets shall not include any of Seller's right, title or interest in or to any assets or properties of Seller that are not expressly enumerated in Section 2.1, including, without limitation, any of Seller's right, title or interest in or to any of the following (collectively, the "Excluded Assets"):

(a) Cash and cash equivalents or similar type investments, checks received by Seller but not deposited, bank accounts, certificates of deposit, Treasury bills and other marketable securities on hand on the Closing Date;

(b) Any security, vendor, utility or other deposits to the extent set forth on Schedule 2.2(b), in addition to any deposits on Real Estate Leases, other than security deposits

Agreement and the transactions contemplated hereby do not require any consents, waivers, authorizations or approvals of, or filings with, any third Persons which have not been obtained by Seller.

4.6. Title to Assets. All of Seller's right, title and interest in the Assets (or in the case of any leased or licensed Assets, Seller's rights under such leases or licenses) shall be transferred to Buyer or its designee at Closing, free and clear of all Liens.

4.7. Brokers and Finders. Seller has engaged the firm of Gruppo, Levey & Co. to assist them in connection with the matters contemplated by this Agreement and will be responsible for the fees and expenses of such firm. Seller has not employed any other investment bank, broker or finder or incurred any liability for any other investment banking, brokerage, finders' or similar fees or commissions in connection with the transactions contemplated by this Agreement.

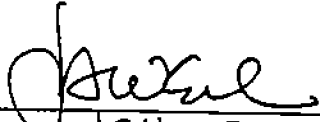
4.8. Equipment Leases, Assumed Contracts and Real Property Leases. True and complete copies of the Equipment Leases, the Assumed Contracts and Real Property Leases have been heretofore delivered to Buyer. Except as described in Schedule 4.8, none of such agreements has been amended, modified or supplemented in any material respect to the knowledge of Seller. No other leases, licenses or contracts are necessary to operate the Business or Assets as they are currently operated, in any material respect.

4.9. Intellectual Property. Seller owns the entire right, title and interest in and to the owned trademarks and service marks and other intellectual property included within the Assets, except for such defects in title as could not reasonably be expected to have a Material Adverse Effect. There are no Proceedings instituted, pending or, to Seller's knowledge, proposed or threatened by any third party pertaining to or challenging Seller's use of or right to use any of such intellectual property, which Proceedings could reasonably be expected to have a Material Adverse Effect.

4.10. Limitations on Seller's Representations and Warranties. Buyer represents and hereby covenants and shall accept the Assets "AS IS," "WHERE IS" and "WITH ALL FAULTS" on the date hereof and on the Closing Date, subject to the terms and conditions of this Agreement. Except for the representations and warranties contained in this Agreement, Seller makes no other express or implied representation or warranty, including, without limitation, representations or warranties as to the condition of the Assets, their contents, the income derived or potentially to be derived from the Assets or the Business, or the expenses incurred or potentially to be incurred in connection with the Assets or the Business. Seller is not, and will not be, liable or bound in any manner by express or implied warranties, guarantees, statements, promises, representations or information pertaining to the Assets or the Business, made or furnished by any broker, agent, employee, servant or other person representing or purporting to represent Seller, unless the same is expressly set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered —
by the duly authorized officers of Seller and Buyer as of the date first above written.

AMERICOMM DIRECT MARKETING, INC.

By: 
Name: JOHN D. WEIL
Title: SENIOR VICE PRESIDENT & CFO

LABEL ART, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of Seller and Buyer as of the date first above written.

AMERICOMM DIRECT MARKETING, INC.

By: _____
Name: _____
Title: _____

LABEL ART, INC.

By: *Terrence R. Fulwider*
Name: Terrence R. Fulwider
Title: President

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