

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Crane & Co. Inc.		12/14/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
Name:	Intelicoat Technologies Image Products Holdco, LLC		
Street Address:	28 Gaylord Street		
City:	South Hadley		
State/Country:	MASSACHUSETTS		
Postal Code:	01075-5316		
Entity Type:	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3223054	SILVER RAG	
Registration Number:	2448446	MUSEO	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(704)945-6735		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	704-945-6700		
Email:	docket@summalaw.com		
Correspondent Name:	Jesse B. Ashe, III		
Address Line 1:	11610 N. Community House Road		
Address Line 2:	Suite 200		
Address Line 4:	Charlotte, NORTH CAROLINA 28277		
<b>ATTORNEY DOCKET NUMBER:</b>	2020.105&.106		
<b>NAME OF SUBMITTER:</b>	Jesse B. Ashe, III		
<b>Signature:</b>	/jesse b ashe, iii/		

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**TRADEMARK**  
**REEL: 004521 FRAME: 0201**

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Date:

04/13/2011

**Total Attachments: 3**

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## ASSIGNMENT AGREEMENT

This Assignment Agreement (this "**Agreement**") is made and entered as of as of the date last below written, by and between **CRANE & CO., INC.**, ("**Assignor**"), and **INTELICOAT TECHNOLOGIES IMAGE PRODUCTS HOLDCO, LLC** ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of **DECEMBER 14, 2007** (the "**Purchase Agreement**"), pursuant to which Assignee has purchased certain assets of Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, as set forth therein, and this Agreement is contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein have the meanings for such terms that are set forth in the Purchase Agreement.

2. Assignment. Assignor hereby assigns, sells, transfers and sets over (collectively, the "**Assignments**") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, the following trade names: **MUSEO, SILVER RAG, PORTFOLIO RAG** and **MAESTRO**. Assignor further agrees to execute any and all documents and pay all required fees necessary to document such assignment with the United States Patent and Trademark Office for those marks registered in such office. Assignor further provides Assignee the right to use the name **CRANE & CO** pursuant to the terms set forth in the Purchase Agreement.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement are not superseded hereby but remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement govern.

4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the Assignments contemplated by this Agreement.

5. Amendment and Waiver. No provision of this Agreement may be amended, modified, supplemented or waived except by an instrument in writing executed by the parties hereto or, in the case of an asserted waiver, executed by the party against which enforcement of

the waiver is sought. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

6. Assignment. Neither this Agreement nor any right created hereby is assignable by either party hereto without the prior written consent of the other party.

7. Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Delaware without reference or regard to the conflicts of law rules thereof.

8. Counterparts. This Agreement may be executed in counterparts and by facsimile, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of **DECEMBER, 2007**.

**ASSIGNOR:**

**CRANE & CO., INC.**

By John R. Schulte  
Name: John R. Schulte  
Title: Vice President

**ASSIGNEE:**

**INTELICOAT TECHNOLOGIES  
IMAGE PRODUCTS HOLDCO,  
LLC**

By \_\_\_\_\_  
Name: **JOSEPH LUPONE**  
Title: **President & CEO**

the waiver is sought. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of **DECEMBER, 2007**.

ASSIGNOR:

CRANE & CO., INC.

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

ASSIGNEE:

INTELICOAT TECHNOLOGIES  
IMAGE PRODUCTS HOLDCO,  
LLC

By   
Name: **JOSEPH LUPONE**  
Title: President & CEO