

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arlon LLC		02/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arlon Graphics LLC		
<b>Street Address:</b>	1 FLEXcon Park		
<b>City:</b>	Spencer		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01562		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1162639	CALON	
Registration Number:	2702029	MII	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)426-2275		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-426-9180		
<b>Email:</b>	mcarr@gc-law.com		
<b>Correspondent Name:</b>	Gauthier & Connors LLP		
<b>Address Line 1:</b>	225 Franklin Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	FLEX.9286 AND 9287		
<b>NAME OF SUBMITTER:</b>	William E. Hilton		
<b>Signature:</b>	/William E. Hilton/		

OP \$65.00 1162639

Date:

04/29/2011

Total Attachments: 5

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[EXECUTION]

## **TRADEMARK ASSIGNMENT**

WHEREAS, Arlon LLC, a limited liability company organized and existing under the laws of the State of Delaware, located and doing business at 2811 S. Harbor Blvd., Santa Ana, CA 92704, U.S.A. (hereinafter referred to as "Assignor"), is the owner of certain right, title and interest in and to the Trademarks (as such term is defined in that certain Asset Purchase Agreement, dated as of January 31, 2010, to which each of the Assignor and Assignee are parties), including but not limited to those set forth on Schedule A hereto as well as the registrations and pending applications in the United States Patent and Trademark Office and of certain foreign counterparts and all goodwill associated therewith ("Marks");

WHEREAS, Assignor desires to sell, assign and transfer to Arlon Graphics LLC, a limited liability company organized and existing under the laws of the State of Delaware, located and doing business at 1 FLEXcon Park, Spencer, MA 01562, U.S.A. (hereinafter referred to as "Assignee"), and Assignee desires to acquire, its right, title and interest in and to the Marks; and

WHEREAS, Assignor/Arlon LLC ("Arlon"), and affiliate of the Assignor] and Assignee are parties that certain Asset Purchase Agreement dated January 31, 2011 (the "APA"), pursuant to which Assignor /Arlon has agreed to sell, and/or cause its applicable affiliates to sell, to Assignee, and Assignee has agreed to purchase from Assignor/Arlon, certain purchased assets, including, without limitation, the Marks; and

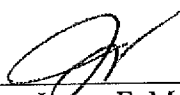
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire and exclusive right, title and interest, whether statutory or at common law, in and to the Marks together with the right to sue and recover for all past, present or future causes of action for infringement, dilution of or damage or injury to the Marks, and the right to receive and retain the proceeds, profits or damages relating to such causes of action. Assignor further agrees, and to cause its affiliates and their respective employees, consultants, legal representatives, and its and their successors and/or assigns, to execute and have executed all documents, instruments and papers and to perform all acts, without any further consideration but at the cost and expense of Assignee, as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue all registrations resulting from all the applications in the Marks to Assignee, its successors and assigns.

*[Remainder of Page intentionally blank]*

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this Trademark Assignment, as an instrument under seal on this 4<sup>th</sup> day of February, 2011.

Arlon LLC

Dated: February 4, 2011


By:   
Name: James F. McCabe, Jr.  
Title: Senior Vice President

STATE OF New York  
COUNTY OF New York

ss.

On this 4<sup>th</sup> day of February, 2011, before me appeared James F. McCabe Jr., the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

**NGOC DUNG NGUYEN**  
Notary Public State of New York  
No. 01NG6080216  
Qualified in Queens County  
Commission Expires June 18, 2011

  
Notary Public  
My commission expires: \_\_\_\_\_

The foregoing Trademark Assignment of said Marks by Assignor is hereby accepted as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Arlon Graphics LLC

Dated: \_\_\_\_\_, 2011

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this Trademark Assignment, as an instrument under seal on this 4<sup>th</sup> day of February, 2011.

Arlon LLC

Dated: \_\_\_\_\_, 2011

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

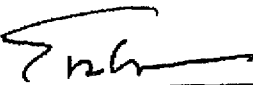
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

The foregoing Trademark Assignment of said Marks by Assignor is hereby accepted as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Arlon Graphics LLC

Dated: January 31, 2011

By: 

Name: Ethan Goldman

Title: Authorized Person

*Commonwealth*  
STATE OF Massachusetts  
COUNTY OF Suffolk

ss.


On this 31st day of January, 2011, before me appeared Ethan Goldman, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

*C. Paula Savetto*

*My commission expires: 9/5/14*

[Signature Page to Trademark Assignment Agreement (CA)]

## Schedule A

Trademark & Owner	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
CALON-- US Arlon, Inc.	1,162,639	07/28/1981	07/28/2011		73/198,496	
 US Arlon, Inc.	2,702,029	4/1/2003	4/1/2013		76/351,374	
CALON-- Australia Arlon, Inc.	A337,311	08/31/1979	08/31/2010			
CALON-- Brazil Arlon, Inc.					824349172	1/31/2002
CALON-- Canada Arlon, Inc.	489461	02/06/1998	06/02/2013		840416	
CALON-- Chile Arlon, Inc.	642689	09/23/2002	09/23/2012		560967	
CALON-- Colombia Arlon, Inc.	254339	10/17/2002	10/17/2012		02014408	

Trademark & Owner	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
CALON-- Europe Arlon, Inc.	529271	02/25/2000	4/29/2017			
CALON-- Mexico Arlon, Inc.	553538	7/28/1997	4/4/2017		291449	
CALON-- Peru Arlon, Inc.	81137	06/14/2002	06/14/2012		147469	
CALON-- Uruguay Arlon, Inc.	337866	07/05/2002	07/05/2012			
CALON-- Venezuela Arlon, Inc.	P-246583	8/22/2003	8/22/2013		2002-004097	
IMAGEBURST-- Canada Arlon, Inc.	531229	08/15/2000	08/15/2015		838970	
MII and Design-- Europe Arlon, Inc.	002572147	06/06/2003	02/11/2012			
CALON BRAZIL Arlon, Inc.	824349172			017	1/31/2002	Published PENDING