

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PrintImage International		10/24/2006	not-for-profit corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	National Association for Printing Leadership, Inc.
Street Address:	One Meadowlands Plaza
Internal Address:	Suite 1511
City:	East Rutherford
State/Country:	NEW JERSEY
Postal Code:	07073
Entity Type:	nonprofit corporation: NEW JERSEY

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3021695	NAQP
Registration Number:	2953841	NATIONAL ASSOCIATION OF QUICK PRINTERS

CORRESPONDENCE DATA

Fax Number: (312)980-0826
 Phone: 3122698000
 Email: cjasso@ngelaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Trademark Admin - Neal, Gerber & Eisenbe
 Address Line 1: 2 North LaSalle Street
 Address Line 2: Suite 1700
 Address Line 4: Chicago, ILLINOIS 60602-3801

ATTORNEY DOCKET NUMBER: 15262.0001

TRADEMARK

900204934

REEL: 004643 FRAME: 0737

CH \$65.00 3021695

NAME OF SUBMITTER:	Lee J. Eulgen
Signature:	/Lee J. Eulgen/
Date:	10/18/2011
<p>Total Attachments: 27</p> <p>source=Agreement as Recorded with USPTO 10.18.2011#page1.tif source=Agreement as Recorded with USPTO 10.18.2011#page2.tif source=Agreement as Recorded with USPTO 10.18.2011#page3.tif source=Agreement as Recorded with USPTO 10.18.2011#page4.tif source=Agreement as Recorded with USPTO 10.18.2011#page5.tif source=Agreement as Recorded with USPTO 10.18.2011#page6.tif source=Agreement as Recorded with USPTO 10.18.2011#page7.tif source=Agreement as Recorded with USPTO 10.18.2011#page8.tif source=Agreement as Recorded with USPTO 10.18.2011#page9.tif source=Agreement as Recorded with USPTO 10.18.2011#page10.tif source=Agreement as Recorded with USPTO 10.18.2011#page11.tif source=Agreement as Recorded with USPTO 10.18.2011#page12.tif source=Agreement as Recorded with USPTO 10.18.2011#page13.tif source=Agreement as Recorded with USPTO 10.18.2011#page14.tif source=Agreement as Recorded with USPTO 10.18.2011#page15.tif source=Agreement as Recorded with USPTO 10.18.2011#page16.tif source=Agreement as Recorded with USPTO 10.18.2011#page17.tif source=Agreement as Recorded with USPTO 10.18.2011#page18.tif source=Agreement as Recorded with USPTO 10.18.2011#page19.tif source=Agreement as Recorded with USPTO 10.18.2011#page20.tif source=Agreement as Recorded with USPTO 10.18.2011#page21.tif source=Agreement as Recorded with USPTO 10.18.2011#page22.tif source=Agreement as Recorded with USPTO 10.18.2011#page23.tif source=Agreement as Recorded with USPTO 10.18.2011#page24.tif source=Agreement as Recorded with USPTO 10.18.2011#page25.tif source=Agreement as Recorded with USPTO 10.18.2011#page26.tif source=Agreement as Recorded with USPTO 10.18.2011#page27.tif</p>	

**AGREEMENT BETWEEN
NATIONAL ASSOCIATION FOR PRINTING LEADERSHIP, INC.
AND
PRINTIMAGE INTERNATIONAL**

This Agreement (this "Agreement"), dated as of October 15, 2006, is made and entered into by and between the National Association for Printing Leadership, Inc., a New Jersey nonprofit corporation ("NAPL"), and PrintImage International, an Illinois not-for-profit corporation ("PrintImage" and, together with NAPL, the "Parties").

WHEREAS, the Parties deem it to be in the best interest of their respective organizations to bring together their organizations in order to better serve their constituents and further their respective missions;

WHEREAS, in order to promote and increase the productivity and efficiency of the organizations, and in furtherance of their respective purposes, the Parties desire to merge PrintImage with and into NAPL, with NAPL being the surviving corporation; and

WHEREAS, the Parties' members and boards of directors have adopted resolutions approving a plan of merger.

NOW THEREFORE, in consideration of the respective representations, warranties, covenants and commitments of the Parties set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Agreement to Merge. Subject to the terms and conditions of this Agreement, PrintImage and NAPL will enter into an agreement and plan of merger in accordance with the provisions of the General Not For Profit Corporation Act of 1986 of the State of Illinois, as amended ("Illinois Act"), and the Nonprofit Corporation Act of the State of New Jersey, as amended ("New Jersey Act"), in the form attached hereto as Exhibit A (the "Merger Agreement"). NAPL shall be the surviving corporation of such merger (the "Merger").
2. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on October 31, 2006 (the "Closing Date").
3. Due Diligence. Each of the Parties represents for itself that it has (a) been engaged in due diligence since April 2005, including by operation of that certain Alliance Agreement, dated September 6, 2005, between the Parties (the "Alliance Agreement"); and (b) has conducted itself in good faith throughout the due diligence process.
4. NAPL Staffing. Between the date hereof and the Effective Date, and for a reasonable period of time after the Effective Date, NAPL shall retain its staff positions dedicated to PrintImage, including the positions of President/CEO and Vice President. In this regard, effective as of the Effective Date, Steve Johnson shall become President and CEO of the

NAQP Division of NAPL and Christina Vargas shall become Vice President of the NAQP Division of NAPL.

5. Merger.

- (a) Effect of Merger. Except as otherwise provided in this Agreement, upon the Merger becoming effective, NAPL shall possess all the rights, privileges, immunities and franchises of a public, as well as a private nature, of PrintImage as provided in Exhibit A, the Illinois Act and the New Jersey Act.
- (b) Effective Date of Merger. The effective date of the merger shall be November 1, 2006 (the "Effective Date").
- (c) Certificate of Incorporation. Effective as of the Effective Date, NAPL's Certificate of Incorporation shall be amended and restated and shall be in the form attached hereto as Exhibit B and incorporated herein by reference, until the same shall be amended as therein provided and pursuant to the New Jersey Act.
- (d) Bylaws; Divisions. Upon the Effective Date, NAPL's bylaws shall be in the form attached hereto as Exhibit C and incorporated herein by reference, until the same shall be altered, amended or repealed as therein provided. Pursuant to the attached bylaws, NAPL will be structured into the following three (3) divisions ("Divisions"): NAPL Division, NAQP Division and R&E Council Division.
- (e) Recording Assets and Liabilities. On the Effective Date, the assets and liabilities of PrintImage shall be recorded on the books of NAPL at the amounts at which they are, on such date, carried on the books of PrintImage.
- (f) Directors. Upon the Effective Date, the directors of NAPL shall be those persons who are listed in the attached Exhibit D. Thereafter, other persons may be elected as directors from time to time in accordance with NAPL's bylaws.
- (g) Officers. Upon the Effective Date, the officers of NAPL shall be those set forth below:

Chairman of the Board	Joan B. Davidson
Vice Chairman of the Board	Stephen L. Johnson
President & Chief Executive Officer	Joseph P. Truncale
Secretary/Treasurer	William F. Woods, Jr.

The terms of the officers set forth above shall begin as of November 1, 2006 and shall continue in accordance with NAPL's bylaws. Thereafter, other persons may be elected or appointed as officers from time to time in accordance with NAPL's bylaws.

- (h) Division Board of Governors. On or after the Effective Date, the composition of the Board of Governors of each Division shall be established by the voting members of such Division in accordance with NAPL's bylaws and any other procedures thereafter adopted by such Division's Board of Governors.
 - (i) Structure of The NAPL Network. The Parties acknowledge and agree that, after the Merger, (i) the Divisions will share many industry programs within "The NAPL Network;" (ii) each Division will also have its own plan of work, including focused meetings, programming and educational events, research, publications and industry networking opportunities, to meet the needs of its constituency, with such plan of work being devised by the members of NAPL's professional staff dedicated to such Division and supported by the other professional staff members; (iii) each Division will have a separate budget established annually to support its ongoing programs, events and services dedicated to its industry segment, as well as a separate profit and loss statement; (iv) each Division will have its own dues structure; (v) members of NAPL will be able to move among the Divisions (and the applicable dues levels) on an annual basis, consistent with their business needs at such time; and (vi) during the one year period following the Effective Date, the current PrintImage membership levels and dues structure will not be modified.
 - (j) NAPL's Headquarters and Offices. NAPL shall maintain its headquarters and such other offices, upon the Effective Date, as described in Exhibit E attached hereto and incorporated herein by reference.
 - (k) Termination of Agreements. Contingent upon and effective as of the Closing, each of the Alliance Agreement and that certain Management and Administrative Services Agreement, dated September 6, 2005, between the Parties (the "Management Agreement"), shall be terminated and shall have no further force or effect, and, upon such terminations, each Party shall be released from all restrictions, duties and obligations under such agreements.
 - (l) Extension of Directors and Officers Insurance Coverage. Prior to the Effective Date, NAPL shall secure a tail policy for directors and officers insurance covering the current officers and directors of PrintImage. Such policy shall include substantially identical coverage as PrintImage currently maintains. NAPL shall maintain such policy through October 31, 2008.
6. PrintImage Representations and Warranties. PrintImage hereby represents and warrants to NAPL that the statements contained in this Section 6 are true and correct as of the date of this Agreement, except as set forth in the disclosure statement accompanying this Agreement and delivered to NAPL on or before the Closing (the "PrintImage Disclosure Statement"). The PrintImage Disclosure Statement will be arranged in paragraphs corresponding to the lettered and number paragraphs contained in this Section 6.
- (a) Incorporation and Corporate Power. PrintImage is a not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority and all

authorizations, licenses, permits and certifications necessary to own and operate its properties and to carry on its business as now conducted. The copies of PrintImage's articles of incorporation and bylaws which have been furnished by PrintImage to NAPL prior to the date of this Agreement are correct and complete as of the date of this Agreement and reflect all amendments made thereto. PrintImage does not own any equity interest in any partnership, joint venture, corporation, limited liability company, other organization, entity or enterprise of any form or nature.

- (b) Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by PrintImage's board of directors. The members of PrintImage entitled to vote thereon have duly authorized the Merger. Except for the foregoing, no other corporate proceedings on the part of PrintImage are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by PrintImage and constitutes a valid, legal and binding agreement which is enforceable against PrintImage in accordance with its terms.
- (c) No Breach. The execution, delivery and performance of this Agreement by PrintImage and the consummation by PrintImage of the transactions contemplated by this Agreement do not, and will not, conflict with or result in a breach of any of the provisions of, constitute a default under, result in violation of, result in the creation of a right of termination or acceleration or any lien, security interest, charge or encumbrance upon any assets of PrintImage which will have a materially adverse effect on PrintImage's business, or require any authorization, consent, approval, exemption or other action by or notice to any third party, court or other governmental body, under the provisions of PrintImage's articles of incorporation or bylaws, any material agreement or instrument to which PrintImage is bound or affected, any material law, statute, rule, or regulation to which PrintImage is subject (except in connection with the filing of articles of merger) or any judgment, order, or decree to which PrintImage is subject.
- (d) Financial Statements. PrintImage has delivered copies of its most recent financial statements, including an unaudited balance sheet as of July 30, 2006, and an audited balance sheet and income statement for the fiscal year ended October 31, 2005 (collectively the "PrintImage Financial Statements"). The PrintImage Financial Statements are based upon the information contained in the books and records of PrintImage and fairly present, in all material respects, the financial condition of PrintImage; provided, however, that such statements are subject to normal ongoing and year-end adjustments.
- (e) Absence of Undisclosed Liabilities. Except as reflected in the PrintImage Financial Statements, PrintImage has no known undisclosed liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due to become due, and regardless of when asserted) arising out of transactions entered into, or any action or inaction, or any state of facts existing, with respect to or based upon

transactions or events occurring prior to the date of this Agreement, except liabilities which have arisen or may arise after the date of the PrintImage Financial Statements in the ordinary course of business.

- (f) No Material Changes. There have been no material adverse changes in the business or financial condition of PrintImage which have not been disclosed to NAPL.
 - (g) Taxes. PrintImage is qualified under Section 501(c)(6) of the Code as a tax exempt organization and has: (i) timely filed all returns, declarations, reports, estimates, information returns, and statements required to be filed by it in respect of any taxes or required to be filed by it by a taxing authority having jurisdiction; and (ii) timely and properly paid (or has had paid on its behalf) all taxes shown to be due and payable on such returns and such returns properly reflect the liability for taxes of PrintImage.
 - (h) Litigation. PrintImage is not a party to, or the subject of, any litigation pending or threatened except that which PrintImage has disclosed to NAPL. To its knowledge, PrintImage is not the subject of any investigation by any governmental or quasi-governmental body or agency or legal, administrative or arbitration proceeding, and there are no facts which might result in or form the basis for any such investigation or proceeding. There is no outstanding judgment, order, injunction or decree affecting PrintImage or its properties, assets or business or preventing the consummation of the transactions contemplated by this Agreement.
 - (i) Compliance With Laws. PrintImage has complied with all laws applicable to its operations, including without limitation those laws relating to the employment of labor, wages, hours, equal opportunity, and the payment of social security and other taxes.
 - (j) Condition of Assets. The equipment and other tangible assets used by PrintImage in the conduct of its business are, in all material respects, in good condition and repair, ordinary wear and tear excepted, and are adequate and suitable for the purposes for which they are currently being used.
 - (k) Material Statements. Neither this Agreement nor any of the exhibits, schedules or any of the documents delivered by or on behalf of PrintImage pursuant to this Agreement knowingly contains any untrue statement of a material fact regarding PrintImage or its business.
7. NAPL Representations and Warranties. NAPL hereby represents and warrants to PrintImage that the statements contained in this Section 7 are true and correct as of the date of this Agreement, except as set forth in the disclosure statement accompanying this Agreement and delivered to PrintImage on or before the Closing (the "NAPL Disclosure Statement"). The NAPL Disclosure Statement will be arranged in paragraphs corresponding to the lettered and number paragraphs contained in this Section 7.

- (a) Incorporation and Corporate Power. NAPL is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of New Jersey and has all requisite corporate power and authority and all authorizations, licenses, permits and certifications necessary to own and operate its properties and to carry on its business as now conducted. The copies of NAPL's certificate of incorporation and bylaws which have been furnished by NAPL to PrintImage prior to the date of this Agreement are correct and complete as of the date of this Agreement and reflect all amendments made thereto. NAPL does not own any equity interest in any partnership, joint venture, corporation, limited liability company, other organization, entity or enterprise of any form or nature.
- (b) Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by NAPL's board of directors. The members of NAPL entitled to vote thereon have duly authorized the Merger. Except for the foregoing, no other corporate proceedings on the part of NAPL are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by NAPL and constitutes a valid, legal and binding agreement which is enforceable against NAPL in accordance with its terms.
- (c) No Breach. The execution, delivery and performance of this Agreement by NAPL and the consummation by NAPL of the transactions contemplated by this Agreement do not, and will not, conflict with or result in a breach of any of the provisions of, constitute a default under, result in violation of, result in the creation of a right of termination or acceleration or any lien, security interest, charge or encumbrance upon any assets of NAPL which will have a materially adverse effect on NAPL's business, or require any authorization, consent, approval, exemption or other action by or notice to any third party, court or other governmental body, under the provisions of NAPL's certificate of incorporation or bylaws, any material agreement or instrument to which NAPL is bound or affected, any material law, statute, rule, or regulation to which NAPL is subject (except in connection with the filing of a certificate of merger) or any judgment, order, or decree to which NAPL is subject.
- (d) Financial Statements. NAPL has delivered to PrintImage copies of its most recent financial statements, including an unaudited balance sheet as of July 30, 2006, and an audited balance sheet and income statement for the fiscal year ended December 31, 2005 (collectively the "NAPL Financial Statements"). The NAPL Financial Statements are based upon the information contained in the books and records of NAPL and fairly present, in all material respects, the financial condition of NAPL; provided, however, that such statements are subject to normal ongoing and year-end adjustments.
- (e) Absence of Undisclosed Liabilities. Except as reflected in the NAPL Financial Statements, NAPL has no known undisclosed liabilities (whether accrued,

absolute, contingent, unliquidated or otherwise, whether due to become due, and regardless of when asserted) arising out of transactions entered into, or any action or inaction, or any state of facts existing, with respect to or based upon transactions or events occurring prior to the date of this Agreement, except liabilities which have arisen or may arise after the date of the NAPL Financial Statements in the ordinary course of business.

- (f) No Material Changes. There have been no material adverse changes in the business or financial condition of NAPL which have not been disclosed to PrintImage.
- (g) Taxes. NAPL is qualified under Section 501(c)(6) of the Code as a tax exempt organization and has: (i) timely filed all returns, declarations, reports, estimates, information returns, and statements required to be filed by it in respect of any taxes or required to be filed by it by a taxing authority having jurisdiction; and (ii) timely and properly paid (or has had paid on its behalf) all taxes shown to be due and payable on such returns and such returns properly reflect the liability for taxes of NAPL.
- (h) Litigation. NAPL is not a party to, or the subject of, any litigation pending or threatened except that which NAPL has disclosed to PrintImage. To NAPL's knowledge, NAPL is not the subject of any investigation by any governmental or quasi-governmental body or agency or legal, administrative or arbitration proceeding, and there are no facts which might result in or form the basis for any such investigation or proceeding. There is no outstanding judgment, order, injunction or decree affecting NAPL or its properties, assets or business or preventing the consummation of the transactions contemplated by this Agreement.
- (i) Compliance With Laws. NAPL has complied with all laws applicable to its operations, including without limitation those laws relating to the employment of labor, wages, hours, equal opportunity, and the payment of social security and other taxes.
- (j) Condition of Assets. The equipment and other tangible assets used by NAPL in the conduct of its business are, in all material respects, in good condition and repair, ordinary wear and tear excepted, and are adequate and suitable for the purposes for which they are currently being used.
- (k) Material Statements. Neither this Agreement nor any of the exhibits, schedules or any of the documents delivered by or on behalf of NAPL pursuant to this Agreement knowingly contains any untrue statement of a material fact regarding NAPL or its business.

8. Covenants of the Parties.

- (a) Covenants of the Parties Pending the Effective Date. From the date of this Agreement until the Effective Date, each of the Parties covenants and agrees that it will:
- (i) conduct the business of such Party only in the ordinary course of such Party's business, on an arm's-length basis and in accordance in all material respects with all applicable laws, rules and regulations and such Party's past custom and practice, including in accordance with the Alliance Agreement and the Management Agreement;
 - (ii) not take any action other than in the ordinary course of business and in a manner consistent with past practice with respect to accounting policies and procedures;
 - (iii) use its best efforts to preserve intact such Party's business organization and goodwill;
 - (iv) not intentionally take any action which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue at the Closing Date; and
 - (v) notify the other Party if it becomes aware of anything which may have a material adverse effect on its own business or operations.
9. Closing Deliveries. Each of the Parties shall deliver the following documents to the other Party on the Closing Date:
- (a) Resolutions of its board of directors approving (i) the Merger; (ii) this Agreement; (iii) the Merger Agreement; and (iv) all transactions contemplated by this Agreement and/or the Merger Agreement;
 - (b) Resolutions of its members approving the Merger; and
 - (c) A fully executed copy of the Merger Agreement, and any and all additional documents as are necessary to consummate the Merger and all other actions or transactions contemplated by this Agreement and/or the Merger Agreement.
10. Access. Between the date of this Agreement and the Closing Date, each Party shall afford the other Party continued full access to all information previously requested and provided during the due diligence performed prior to the execution of this Agreement.
11. Termination. This Agreement may be terminated at any time prior to the Closing Date by the mutual consent of the Parties.
12. Miscellaneous.
- (a) Press Releases. Prior to the Effective Date, no Party shall issue any press release (or make any other public announcement) related to this Agreement or the

transactions contemplated hereby without the prior written approval of the other Party, except as may be necessary, in the opinion of counsel to the Party seeking to make such disclosure, to comply with applicable law. If any such press release or public announcement is so required, the Party making such disclosure shall consult with the other Party prior to making such disclosure. This limitation, however, shall not apply to information or announcements the Parties give to their respective employees.

- (b) Amendments; Waivers. This Agreement or provisions hereof may not be amended or waived except in a writing executed by the Party against which such amendment or waiver is sought to be enforced.
- (c) Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or three days after being mailed, if mailed by first class mail, return receipt requested, or when receipt is acknowledged, if sent by overnight courier service, facsimile, telecopy or other electronic transmission device. Notices, demands and communications to the Parties shall, unless another address is specified in writing in accordance with this Section 13(c), be sent to the address indicated below:

Notice to NAPL:

National Association for Printing Leadership, Inc.
75 West Century Road
Paramus, New Jersey 07652-1408
Attention: President & CEO

Notice to PrintImage:

PrintImage International
Suite 245
2250 East Devon Avenue
Des Plaines, Illinois 60018
Attention: President & CEO

- (d) Successor/Assigns. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Party.
- (e) Interpretation. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such

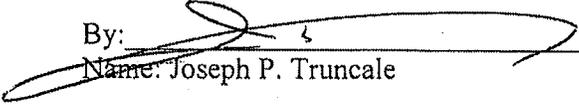
prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

- (f) Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.
- (g) Integration. This Agreement, the schedules, the other exhibits hereto, and the other documents referred to herein contain the complete agreement among the Parties and supersede any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this Agreement shall not supersede either the Alliance Agreement or the Management Agreement until their terminations pursuant to their respective terms or pursuant to this Agreement at Closing.
- (h) Survival; Third Party Beneficiaries. The Parties' respective covenants and agreements contained in this Agreement shall survive the effectiveness of the Merger in accordance with their terms. The members of each Party as of the date hereof, and regardless of the Merger, shall be deemed third party beneficiaries of this Agreement with regard to the enforcement of the covenants and agreements contained in this Agreement.
- (i) Counterparts. This Agreement may be executed in two or more counterparts, any one of which need not contain the signature of more than one Party, but all such counterparts taken together will constitute one and the same instrument. This Agreement shall not be binding until it is executed by both of the Parties.
- (j) Governing Law. The law of the State of New Jersey will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

[signature page follows]

IN WITNESS WHEREOF, each of NAPL and PrintImage has executed this Agreement as of the date set forth below.

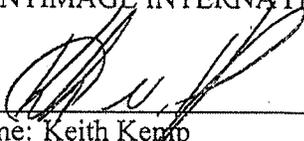
NATIONAL ASSOCIATION FOR PRINTING
LEADERSHIP, INC.

By: 

Name: Joseph P. Truncale

Title: President & CEO

PRINTIMAGE INTERNATIONAL

By: 

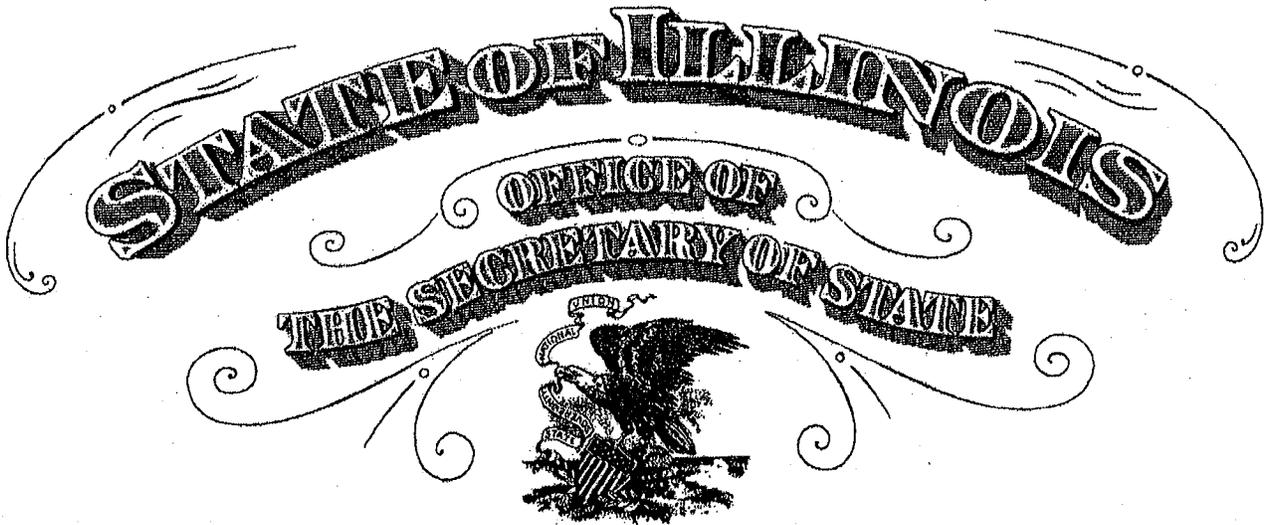
Name: Keith Kemp

Title: Chairman

EXHIBIT A
MERGER AGREEMENT

NGEDOCs: 015262.0001:1304229.3

TRADEMARK
REEL: 004643 FRAME: 0750



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE AND CORRECT COPY, CONSISTING OF 8 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR PRINTIMAGE INTERNATIONAL, AN ASSOCIATION. *****

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of OCTOBER A.D. 2011



Jesse White

SECRETARY OF STATE

Authentication #: 1129001917
Authenticate at: <http://www.cyberdriveillinois.com>

FORM NFP 111.25 (rev. Dec. 2003)
ARTICLES OF MERGER
OR CONSOLIDATION
General Not For Profit Corporation Act

Jesse White, Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
Telephone (217) 782-6961
www.cyberdriveillinois.com

FILED
OCT 30 2006



Remit payment in the form of a check or money order payable to the Secretary of State.

JESSE WHITE
SECRETARY OF STATE

File # 60465924 Filing Fee: \$25.00 Approved: lt

-----Submit in duplicate-----Type or Print clearly in black ink-----Do not write above this line-----

NOTE: Strike inapplicable word in items 1, 3 and 4.

1. Names of the corporations proposing to ~~consolidate~~ ^{merge}, and the state or country of their incorporation are:

Name of Corporation	State or Country of Incorporation	File Number
<u>PrintImage International, an Association</u>	<u>Illinois</u>	<u>60465924</u>
<u>National Association for Printing Leadership, Inc.</u>	<u>New Jersey</u>	<u>NR</u>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each corporation is incorporated permit such merger or consolidation.

3. The name of the ~~new~~ ^{surviving} corporation: National Association for Printing Leadership, Inc.

and it shall be governed by the laws of: New Jersey

4. The plan of ~~consolidation~~ ^{merger} is as follows:

(If space is insufficient, attach additional pages size 8 1/2 x 11.)

See Exhibit A attached hereto.

PAID
NOV 01 2006
EXPEDITED
SECRETARY OF STATE

5. The plan of ~~consolidation~~^{merger} was approved, (a) as to each corporation not incorporated in Illinois, in compliance with the laws of the state under which it is incorporated, and (b) as to each Illinois corporation, as follows:

(Please indicate the manner by which the plan was approved by inserting the comparable letter in the box following each corporate name.)

- A. By the affirmative vote of a majority of the directors in office, at a meeting of the board of directors. (§ 111.15)
- B. By written consent, signed by all the directors in office, in compliance with Section 108.45 of this Act. (§ 108.45 & § 111.15)
- C. At a meeting of members by the affirmative vote of members having not less than the minimum number of votes necessary to adopt the plan, as provided by this Act, the articles of incorporation or the bylaws (§ 111.20)
- D. By written consent, signed by members having not less than the minimum number of votes necessary to adopt the plan, as provided by this Act, the articles of incorporation or the bylaws, in compliance with Section 107.10 of this Act. (§ 107.10 & § 111.20)

NAME OF CORPORATION

MANNER

PrintImage International, an Association

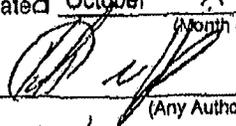
6. (Not applicable if surviving or new corporation is an Illinois corporation)

It is agreed that, upon and after the issuance of a certificate of merger or consolidation by the Secretary of State of the State of Illinois:

- a. The surviving or new corporation may be served with process in this state in any proceeding for the enforcement of any obligation of any domestic corporation which is party to such merger or consolidation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving or new corporation to accept service of process in any such proceeding.

7. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK.**)

Dated October 24 2006
(Month & Day) (Year)


(Any Authorized Officer's Signature)

Keith Kemp Chairman
(Type or Print Name and Title)

PrintImage International, an Association
(Exact Name of Corporation)

Dated October 2006
(Month & Day) (Year)

(Any Authorized Officer's Signature)

(Type or Print Name and Title)

National Association for Printing Leadership, Inc.
(Exact Name of Corporation)

Dated _____
(Month & Day) (Year)

(Any Authorized Officer's Signature)

(Type or Print Name and Title)

(Exact Name of Corporation)

6. (Not applicable if surviving or new corporation is an Illinois corporation)

It is agreed that, upon and after the issuance of a certificate of merger or consolidation by the Secretary of State of the State of Illinois:

- a. The surviving or new corporation may be served with process in this state in any proceeding for the enforcement of any obligation of any domestic corporation which is party to such merger or consolidation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving or new corporation to accept service of process in any such proceeding.

7. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated October _____, 2006
(Month & Day) (Year)

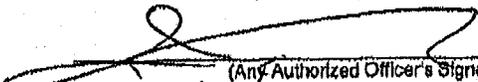
Printimage International, an Association
(Exact Name of Corporation)

(Any Authorized Officer's Signature)

(Type or Print Name and Title)

Dated October 25 _____, 2006
(Month & Day) (Year)

National Association for Printing Leadership, Inc.
(Exact Name of Corporation)


(Any Authorized Officer's Signature)

JOSEPH P. TRUNCALÉ, CEO + PRES
(Type or Print Name and Title)

Dated _____, _____
(Month & Day) (Year)

(Exact Name of Corporation)

(Any Authorized Officer's Signature)

(Type or Print Name and Title)

**AGREEMENT AND PLAN OF MERGER BETWEEN
NATIONAL ASSOCIATION FOR PRINTING LEADERSHIP, INC.
AND
PRINTIMAGE INTERNATIONAL**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated October 18, 2006, by and between the National Association for Printing Leadership, Inc., a New Jersey nonprofit corporation ("NAPL"), and PrintImage International, an Association, an Illinois not-for-profit corporation ("PrintImage" and, together with NAPL, the "Constituent Corporations").

WHEREAS, NAPL is a 501(c)(6) nonprofit corporation duly organized and existing under the laws of the State of New Jersey and PrintImage is a 501(c)(6) not-for-profit corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, pursuant to an Agreement, dated the date hereof, between the Constituent Corporations, the members and Board of Directors of each of the Constituent Corporations has determined that it is advisable and in its corporation's best interests for PrintImage to be merged with and into NAPL, with NAPL being the surviving corporation, on the terms and conditions set forth herein.

THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. Approval of Merger.

(a) The members and Board of Directors of NAPL shall adopt this Agreement in accordance with the New Jersey Nonprofit Corporation Act, as amended ("New Jersey Act").

(b) The members and Board of Directors of PrintImage shall adopt this Agreement in accordance with the Illinois General Not For Profit Corporation Act of 1986, as amended ("Illinois Act").

2. Merger. At the Effective Date (herein defined), the separate existence of PrintImage shall cease and PrintImage shall be merged with and into NAPL (the "Merger"), which shall continue its corporate existence and be the corporation surviving the Merger. NAPL, as it will exist following the Merger, is sometimes hereinafter referred to as the "Surviving Corporation."

3. Effective Date. The Constituent Corporations shall file a certificate of merger with the Secretary of State of New Jersey and articles of merger with the Secretary of State of Illinois with respect to the Merger, as required by the New Jersey Act and the Illinois Act, respectively, after satisfaction of the requirements of the laws of the State of New Jersey and the State of Illinois, and the Merger shall become effective at the start of business on November 1, 2006 (the "Effective Date"), in accordance with applicable law.

4. Terms of Merger. The terms and conditions of the Merger are as follows:

(a) The name of the Surviving Corporation, following the Effective Date of the Merger, shall remain "National Association for Printing Leadership, Inc."

(b) As of the Effective Date, the Certificate of Incorporation of the Surviving Corporation shall be the amended and restated certificate of incorporation of NAPL, until amended in accordance with the New Jersey Act.

(c) As of the Effective Date, the bylaws of the Surviving Corporation shall be the amended and restated bylaws of NAPL.

(d) As of the Effective Date, all members in good standing of PrintImage shall automatically become members in good standing of the Surviving Corporation in the applicable membership category of the NAQP Division as in effect for such member with PrintImage immediately prior to the Merger, with member voting consistent with the voting provisions of the Surviving Corporation's bylaws, and otherwise with the membership rights, privileges, obligations and liabilities as set forth in the Surviving Corporation's bylaws. As of the Effective Date, all members in good standing of NAPL shall remain members in good standing of the Surviving Corporation in the applicable membership category of the NAPL Division as in effect for such member with NAPL immediately prior to the Merger, with member voting consistent with the voting provisions of the Surviving Corporation's bylaws, and otherwise with the membership rights, privileges, obligations and liabilities as set forth in the Surviving Corporation's bylaws.

(e) As of the Effective Date, the directors and officers of the Surviving Corporation shall be those individuals set forth on Schedule I attached hereto. Thereafter, other persons may be elected or appointed as directors or officers of the Surviving Corporation from time to time in accordance with the Surviving Corporation's bylaws.

(f) From and after the Effective Date of the Merger, the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises of a public, as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, provided, however, that the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger.

(g) The proper officers and directors of the Constituent Corporations shall execute and deliver all such documents and take all such actions as may be necessary or advisable, or as may be requested by the Surviving Corporation from time to time, in order to vest fully all the property rights of the Constituent Corporations in the Surviving Corporation and otherwise carry out the intent of this Agreement and the transactions contemplated hereby.

(h) Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by the mutual consent of the Constituent Corporations, evidenced by appropriate resolutions of their respective Boards of Directors, at any time prior to the Effective Date.

(i) The interpretation and enforcement of this Agreement shall be governed by the laws of the State of New Jersey.

SCHEDULE I

DIRECTORS:

David C. Branch	Darren Loken
Maudie Briggs	Thomas Mercier
Twyla J. Cummings	Brian O'Day
Greg D'Amico	David Pitts
Joan B. Davidson	Tim Poole
Craig Dellinger	Lynn Poretta
Don Duncanson	James Russell
James P. Dunn	Patrick Ryan
James W. Finger II	Richard Schildgen
Louis Finger, Jr.	Charlene Sims
Ken Garner	Brad Stiers
William F. Gavigan	Robert Tierney
Shahriar Ghoddousi	Stephen Toron
Bill Gilmer	Dick Westfall
Dean Hanisko	Thomas F. Wetjen
Mark Hoover	James Wicklander
Stephen L. Johnson	William F. Woods, Jr.
Mark Kelly	Nigel Worme
Keith Kemp	Francis McMahon

OFFICERS:

Chairman of the Board	Joan B. Davidson
Vice Chairman of the Board	Stephen L. Johnson
President & Chief Executive Officer	Joseph P. Truncala
Secretary/Treasurer	William F. Woods, Jr.

EXHIBIT B
NAPL AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

NGEDOCs: 015262.0001:1304229.3

TRADEMARK
REEL: 004643 FRAME: 0760

EXHIBIT C
NAPL BYLAWS

NGEDOCs: 015262.0001:1304229.3

TRADEMARK
REEL: 004643 FRAME: 0761

EXHIBIT D
NAPL BOARD OF DIRECTORS

DIRECTORS:

David C. Branch	Darren Loken
Maudie Briggs	Thomas Mercier
Twyla J. Cummings	Brian O'Day
Greg D'Amico	David Pitts
Joan B. Davidson	Tim Poole
Craig Dellinger	Lynn Poretta
Don Duncanson	James Russell
James P. Dunn	Patrick Ryan
James W. Finger II	Richard Schildgen
Louis Finger, Jr.	Charlene Sims
Ken Garner	Brad Stiers
William F. Gavigan	Robert Tierney
Shahriar Ghoddousi	Stephen Toron
Bill Gilmer	Dick Westfall
Dean Hanisko	Thomas F. Wetjen
Mark Hoover	James Wicklander
Stephen L. Johnson	William F. Woods, Jr.
Mark Kelly	Nigel Worme
Keith Kemp	Francis McMahon

EXHIBIT E
NAPL HEADQUARTERS AND OFFICES

1. NAPL, NAPL Division and R&E Council Division Headquarters:

75 West Century Road
Paramus, New Jersey 07652-1408
Phone: (201) 634-9600 Fax: (201) 634-0325

2. NAQP Division Headquarters:

Suite 245
2250 East Devon Avenue
Des Plaines, Illinois 60018
Phone: (847) 298-8680 Fax: (847) 298-8705

PRINTIMAGE DISCLOSURE STATEMENT

NGEDOCs: 015262.0001:1304229.3

TRADEMARK
REEL: 004643 FRAME: 0764

NAPL DISCLOSURE STATEMENT

NGEDOCs: 015262.0001:1304229.3

RECORDED: 10/18/2011

**TRADEMARK
REEL: 004643 FRAME: 0765**