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
Printegra Corporation		02/10/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	CRABAR/GBF, Inc.	
Street Address:	c/o Ennis, Inc., 2441 Presidential Pkwy.	
City:	Midlothian	
State/Country:	TEXAS	
Postal Code:	76065	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2835179	PRINTEGRA

CORRESPONDENCE DATA

Fax Number: (214)939-5849

Email: juliana.chen@klgates.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Juliana Chen

Address Line 1: K&L Gates LLP, 1717 Main St., Ste. 2800

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	1285017.00039
NAME OF SUBMITTER:	Juliana Chen
Signature:	/jwc/
Date:	02/13/2012

REEL: 004716 FRAME: 0151

TRADEMARK

Total Attachments: 5

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TRADEMARK
REEL: 004716 FRAME: 0152

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), dated as of February 10, 2012, between Printegra Corporation, a Georgia corporation ("**Printegra**"), and CRABAR/GBF, Inc., a Delaware corporation ("**Purchaser**"), is being delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of January 30, 2012, by and among Purchaser, Printegra, Cenveo Corporation, a Delaware corporation ("**Cenveo**"), Cenveo Resale Ohio, LLC, a Colorado limited liability company ("**Cenveo Ohio**," and together with Cenveo and Printegra, "**Sellers**"), and Ennis, Inc., a Texas corporation ("**Ennis**"), as amended (the "**Purchase Agreement**"). Capitalized terms used but not defined herein shall have the meaning ascribed to each such term in the Purchase Agreement.

WHEREAS, Printegra has certain rights, title, and interest in and to certain trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos, and other source or business identifiers and general intangibles of a like nature shown on <u>Schedule A</u> attached hereto and made a part hereof, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals, and extensions thereof shown on <u>Schedule A</u> (collectively, the "**Marks**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Printegra assigned to Purchaser all of Printegra's rights, title, and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Printegra hereby agrees as follows:

- 1. <u>Assignment</u>. Printegra hereby irrevocably grants, transfers, assigns, and conveys to Purchaser all its rights, title, and interest in and to the Marks, together with the goodwill of the business symbolized thereby.
- 2. <u>Further Assurances</u>. Printegra hereby agrees, without further consideration therefor, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Purchaser to effectuate more fully the transactions contemplated by this Assignment.
- 3. <u>Authorization to Record; Power of Attorney</u>. Printegra authorizes the appropriate authority or authorities whose duty it is to record trademark registrations, applications, and title thereto, to record the Marks and title thereto as the property of Purchaser, its successors and assigns in accordance with the terms of this Assignment and at Purchaser's expense. Printegra hereby constitutes and appoints Purchaser as its true and lawful attorney-in-fact, with full power of substitution in Printegra's name and stead, to take any and all steps, including proceedings at law, in equity, or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances solely as necessary in order to vest or perfect the aforesaid rights and causes of action more effectively in Purchaser or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, without limitation, any rights with respect to the Marks that may have accrued in Printegra's favor from the respective date of first use of any of the Marks to

DA-3227265 v1 1285017-00039

TRADEMARK REEL: 004716 FRAME: 0153 the effective date of this Assignment. Printegra hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

- 4. <u>Successors and Assigns</u>. This Assignment will be binding upon Printegra and its successors and assigns and will inure to the benefit of Purchaser and its successors and assigns.
- 5. <u>Conflicts</u>. Nothing contained in this Assignment will be deemed to supersede, modify, limit, or amend any of the rights or obligations of Purchaser, Sellers, or Ennis under the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement, and in the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.
- 6. <u>Governing Law</u>. This Assignment shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.
- 7. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, and each of which shall constitute an original instrument, but all such together shall constitute one and the same agreement. Signature by facsimile is hereby authorized.

[SIGNATURE PAGE FOLLOWS]

2

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized officer, as of the date first written above.

PURCHASER:

CRABAR/GBF, INC.

Title: Vice President

STATE OF TEXAS

COUNTY OF ELLIS

The foregoing instrument was acknowledged before me this 10th day of February, 2012, by Michael D. Magill, Vice President of CRABAR/GBF, Inc., a Delaware corporation, on behalf of said corporation.



Sharlene Reagan

Notary Public in and for the State of Texas

Sharlene Reagan
Notary's Printed or Typed Name

My Commission Expires:

9-8-2012

PRINTEGRA:

PRINTEGRA CORPORATION

Name: Mark S. Hiltwein
Title: Chief Financial Officer

STATE OF Connecticut

COUNTY OF Fair field

The foregoing instrument was acknowledged before me this 10th day of February, 2012, by Mark S. Hiltwein, Chief Financial Officer of Printegra Corporation, a Georgia corporation, on behalf of said corporation.

Notary Public in and for the State of _______

Notary's Printed or Typed Name

My Commission Expires:

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LINDA J. AUSTIN NOTARY PUBLIC MY COMMISSION EXERCIT APR. 30, 2014

[Signature Pages to Trademark Assignment Agreement]

TRADEMARK REEL: 004716 FRAME: 0156

SCHEDULE A

TRADEMARKS

Word Mark	Owner	Serial Number		Registration Number	Registration Date	Type of Mark	Country
Printegra	Printegra Corporation	76429030	July 10, 2002	2835179	April 20, 2004	Trademark; service mark	USA

RECORDED: 02/13/2012

TRADEMARK REEL: 004716 FRAME: 0157