

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cenveo Corporation		02/10/2012	CORPORATION: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2155676	VERSASEAL	
Registration Number:	3054016	MEDIAMAILER	
Registration Number:	3498259	X	
CORRESPONDENCE DATA			
Fax Number:	(214)939-5849		
Email:	juliana.chen@klgates.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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/		

CH \$90.00 2155676

Date:

02/13/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Assignment**”), dated as of February 10, 2012, between Cenveo Corporation, a Delaware corporation (“**Cenveo**”), 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, Cenveo, Printegra Corporation, a Georgia corporation (“**Printegra**”), 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, Cenveo 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 Schedule A 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 Schedule A (collectively, the “**Marks**”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Cenveo assigned to Purchaser all of Cenveo’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, Cenveo hereby agrees as follows:

1. Assignment. Cenveo 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. Further Assurances. Cenveo 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. Authorization to Record; Power of Attorney. Cenveo 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. Cenveo hereby constitutes and appoints Purchaser as its true and lawful attorney-in-fact, with full power of substitution in Cenveo’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 Cenveo’s favor from the respective date of first use of any of the Marks to

the effective date of this Assignment. Cenvo hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Successors and Assigns. This Assignment will be binding upon Cenvo and its successors and assigns and will inure to the benefit of Purchaser and its successors and assigns.

5. Conflicts. 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. Governing Law. 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. Counterparts. 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]

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.

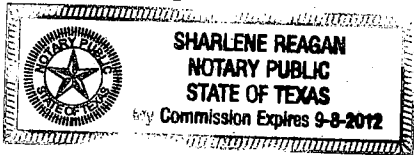
By: Michael D. Magill
Name: Michael D. Magill.
Title: Vice President

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

CENVEO:

CENVEO CORPORATION

By: Mark S. Hiltwein
Name: Mark S. Hiltwein
Title: Chief Financial Officer

STATE OF Connecticut §
 §
COUNTY OF Fairfield §



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

Linda J. Austin
Notary Public in and for the State of CT
Linda J. Austin
Notary's Printed or Typed Name

My Commission Expires:
4-30-14

LINDA J. AUSTIN
NOTARY PUBLIC
COMMISSION EXPIRES APR. 30, 2014

SCHEDULE A
TRADEMARKS

Word Mark	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Type of Mark	Country
VersaSeal	Cenveo Corporation	75177372	October 7, 1996	2155676	May 5, 1998	Trademark	USA
VersaSeal	Cenveo Corporation (as successor-in-interest to Poser Business Forms, Inc.)	N/A	July 12, 1999	TMA550606	September 11, 2001	Trademark	Canada
	Cenveo Corporation	78519445	November 18, 2004	3054016	January 31, 2006	Trademark	USA
	Cenveo Corporation	77330478	November 15, 2007	3498259	September 9, 2008	Service mark	USA