

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
Quad Williamson, LLC		02/24/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Quad/Graphics, Inc.		
Street Address:	N61 W23044 Harry's Way		
City:	Sussex		
State/Country:	WISCONSIN		
Postal Code:	53089-3995		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3151319	WILLIAMSON MAILER MAGIC	
Registration Number:	3145984	MAILER MAGIC	
Registration Number:	2805420	LIQUID FOIL	
Registration Number:	1971476	WIMS	
Registration Number:	1733474	PACKMAG	
Registration Number:	1704015	ADZOOKS	
Registration Number:	1973067	W	
CORRESPONDENCE DATA			
Fax Number:	(414)273-5198		
Email:	alandsman@gklaw.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:	Andrew Landsman c/o Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water St.		
Address Line 4:	Milwaukee, WISCONSIN 53202		

CH \$190.00 3151319

TRADEMARK

ATTORNEY DOCKET NUMBER:	800000-A012
NAME OF SUBMITTER:	Andrew C. Landsman
Signature:	/acl/
Date:	03/15/2012
Total Attachments: 6 source=Quad_Assignment#page1.tif source=Quad_Assignment#page2.tif source=Quad_Assignment#page3.tif source=Quad_Assignment#page4.tif source=Quad_Assignment#page5.tif source=Quad_Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into this 24 day of February, 2012, by and among **QUAD/GRAPHICS, INC.**, a Wisconsin corporation ("Assignee") and **QUAD WILLIAMSON, LLC**, a Wisconsin limited liability company, ("Assignor"). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WITNESSTH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights in and to the Intellectual Property and all related rights;

WHEREAS, the Intellectual Property includes, but not is not limited to, the patents and trademarks listed on Exhibit A, attached hereto, the domain names listed on Exhibit B, attached hereto, and the unregistered trademarks set forth on Exhibit C, attached hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment of, such Assignor's entire right, title and interest in and to all of the Intellectual Property owned by it, together with all common law rights therein, including the right to sue, obtain relief and recover damages for past, present and future infringement, together with the goodwill of the business and the patents and trademarks listed on Exhibit A, attached hereto.

2. Where appropriate, Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record Assignee as the assignee and owner of the Intellectual Property.

3. No amendment or modification of this Assignment shall be valid unless in writing and signed by an authorized signatory of each Assignor and Assignee.

4. This Assignment shall be binding upon the parties hereto and their respective successors and permitted assigns.

5. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin, without application of choice of law or conflicts of law principles.

6. This Assignment may be executed in counterparts, each of which shall be considered an original, but all of which taken together shall constitute one and the same instrument. This Assignment may be executed in facsimile or portable document format (.pdf) copy with the same binding effect as the original.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

QUAD/GRAPHICS, INC.
By: [Signature]
Name: Andrew R. Schiesl
Title: VP & General Counsel
Date: February 24, 2012

QUAD WILLIAMSON, LLC
By: [Signature]
Name: Craig Faust
Title: President
Date: February 24, 2012

Subscribed and sworn to before me
this 24 day of February 2012.
[Signature]
AMY M. McNALLIE
Notary Public, State of Wisconsin
My Commission Expires: 2-20-2014

Subscribed and sworn to before me
this 24 day of February 2012.
[Signature]
AMY M. McNALLIE
Notary Public, State of Wisconsin
My Commission Expires: 2-20-2014

Exhibit A

Intellectual Property

Patents:

Patent Number	Title	Expiration Date	Assignee	Next Maintenance Fee
5,630,363	Combined Lithographic/Felxographic Printing Apparatus and Process	Re-Issued as RE41048	Quad Williamson, LLC	Re-issue
RE41048 (Re-issue of 5,630,363)	Combined Lithographic/Flexographic Printing Apparatus and Process	08/14/2015	Quad Williamson, LLC	NONE:: 4 th , 8 th , and 12 th year maintenance fees paid
5,888,011	Loose-Leaf Binder Structure	5/11/2017	Quad Williamson, LLC	NONE: 4 th , 8 th , and 12 th year maintenance fees paid
6,141,851	Apparatus for Forming a Hardboard Picture Puzzle Including Multiple Puzzle Pieces	11/07/2018	Quad Williamson, LLC	12 th year fee window opened 11/07/2011 \$2,365.00 due by 05/08/2012 to avoid surcharge

Trademarks:

Serial/ Registration Number	Mark	Owner	Section 8&15 Status
s/n 76593514 Reg. 3151319	WILLIAMSON MAILER MAGIC	Quad Williamson, LLC	Window opened 10/03/2011 Declaration not filed
s/n 76593507 Reg. 3145984	MAILER MAGIC	Quad Williamson, LLC	Window opened 09/19/2011 Declaration not filed
s/n 76313557 Reg. 2805420	LIQUID FOIL	Quad Williamson, LLC	8 year accepted 04/15/2010
s/n 74693618 Reg. 1973067	W	Quad Williamson, LLC	Section 8 (10-year) accepted/ Section 9 granted First renewal 10 year: 07/30/2006
s/n 74690259 Reg. 1971476	WIMS	Quad Williamson, LLC	Section 8 (10-year) accepted/ Section 9 granted First renewal 10 year: 04/19/2006
s/n 74190358 Reg. 1733474	PACKMAG	Quad Williamson, LLC	Section 8 (10-year) accepted/ Section 9 granted First renewal 10 year: 03/05/2003
s/n 74148312 Reg. 1704015	ADZOOKS	Quad Williamson, LLC	Section 8 (10-year) accepted/ Section 9 granted First renewal 10 year: 10/21/2002

Exhibit B

Domain Names

twpc.com
webmail.twpc.com

Exhibit C

Unregistered Trademarks

1. Glokote
2. High Impact
3. Liquid Emboss
4. Liquid Foil
5. Litho Lux ('363 Patent)
6. MailerMagic
7. PackMag
8. Paper Grommets
9. U3 Screening
10. WIMS
11. 3D Reproduction
12. Pearl Coat
13. Williamson Printing
14. Williamson Express
15. Williamson International
16. PRM
17. Printing Resource Management
18. Green Book

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