

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transprint USA, Inc.		03/20/2012	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	David Gelbaum, Trustee, The Quercus Trust		
<b>Street Address:</b>	c/o Law Offices of Joseph P. Bartlett, PC		
<b>Internal Address:</b>	1900 Avenue of the Stars, 20th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	TRUSTEE: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77594490	TRANSPRINT USA	
<b>Registration Number:</b>	2069949	TRANSWIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)820-5988		
<b>Phone:</b>	310-207-3800		
<b>Email:</b>	janet_gass@bstz.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	W. Thomas Babbitt/Blakely Sokoloff		
<b>Address Line 1:</b>	12400 Wilshire Boulevard		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	008265.G011		
<b>NAME OF SUBMITTER:</b>	W. Thomas Babbitt		

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Signature:	/W. Thomas Babbitt/
Date:	03/20/2012
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## ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS INSTRUMENT is executed this 20<sup>th</sup> day of March, 2012 by Transprint USA, Inc., a Virginia corporation ("Assignor"), in favor of David Gelbaum, Trustee, The Quercus Trust ("Assignee").

### WITNESSETH

WHEREAS, Assignee is the owner of all rights, titles and interests in and to those United States trademarks, registered, pending for registration or unregistered (i.e., common law) identified in Exhibit B2 attached hereto and, by the foregoing reference, incorporated into and made a part hereof, including, without limitations, any and all reissues and reexaminations thereof (collectively the "Trademark Properties"); and

WHEREAS, Assignor and Assignee are parties to that certain agreement, titled "Security Agreement," dated February 23, 2012, pursuant to which Assignee has committed to making a loan of money to Assignor (the "Loan"); and

WHEREAS, the Security Agreement requires Assignor to grant to Assignee a security interest in and to the Trademark Properties as collateral for the Loan, subject to the terms, provisions and conditions set forth therein; and

WHEREAS, Assignor has provided notice to Assignee that it (Assignor) has heretofore granted security interests in the Trademark Properties to the following two (2) creditors of Assignor; namely (i) first to Meserole, LLC, a Delaware limited liability company, with an office in New York, New York; and (ii) second to Debs Corporation, a Japanese corporation, with a business address in Osaka, Japan (collectively the "Prior Secured Creditors"); and

WHEREAS, Assignee understands and accepts the fact that the security interest in the Trademark Properties being granted to it by this instrument of assignment will be subordinate to the rights of the Prior Secured Creditors with respect to the Trademark Properties; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants to Assignee, its successors and assigns, a security interest in all of Assignor's rights, titles and interests in and to the Trademarks Properties, said security interest to be governed by and the terms, provisions and conditions of the Security Agreement, and subject to said security interests heretofore granted to the Prior Secured Creditors.

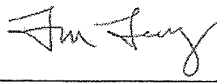
Assignor hereby represents and warrants that, except for the security interests in the Trademark Properties granted to the Prior Secured Creditors, the Trademark Properties are not presently subject to any other prior encumbrances of any kind whatsoever, including, without limitation, liens and hypothecations in favor of any other person or legal entity.

Assignor hereby agrees to execute any and all further instrument(s) or document(s) of any kind which is (are) reasonably required, and requested by Assignee, to enable Assignee to perfect and record its security interest in the Trademark Properties hereingranted.

Assignor hereby acknowledges that Assignee shall have the right to record this instrument of assignment with the United States Patent & Trademark Office for the purpose of making Assignee's foregoing security interest in the Trademark Properties a matter of public record.

[SIGNATURE PAGE TO FOLLOW]

TRANSPRINT USA, INC., a Virginia  
corporation

By:   
Name: Larry Levy  
Title: President

**EXHIBIT B2**

**TRANSPRINT USA TRADEMARKS**

Trademarks			
Mark	Application Serial No.	Registration No.	Status
TRANSCOLOR	Common law mark never filed for		
TRANSCOMP	Common law mark never filed for		
TRANSPRINT USA	77/594,490	N/A	Abandoned
TRANSWIDE	75/146,022	2,069,949	Registered