

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	asset acquisition		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bay Reprographics, Inc.		12/14/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	American Reprographics Company, LLC		
Street Address:	ARC 1981 N. Broadway, Suite 385		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2984598	NATIONAL GRAPHIC IMAGING	
Registration Number:	3043132	NGI	
Registration Number:	3056745	NGI	
Registration Number:	3067026	NGI NATIONAL GRAPHIC IMAGING	
CORRESPONDENCE DATA			
Fax Number:	(202)663-8007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202663800		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	035674-0000001		
NAME OF SUBMITTER:	Patrick J. Jennings		

CH \$115.00 2984598

TRADEMARK

Signature:	/Pat Jennings/
Date:	04/02/2012
Total Attachments: 9 source=ARC 6#page1.tif source=ARC 6#page2.tif source=ARC 6#page3.tif source=ARC 6#page4.tif source=ARC 6#page5.tif source=ARC 6#page6.tif source=ARC 6#page7.tif source=ARC 6#page8.tif source=ARC 6#page9.tif	

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into and effective as of December 14, 2007, by and among American Reprographics Company, L.L.C., a California limited liability company ("*Buyer*"), Bay Reprographics, Inc., a Florida corporation, Coastal Reprographics, Inc., a Florida corporation, Central Reprographics, Inc., a Florida corporation, IPG, LLC, a Florida limited liability company, Marion Reprographics, Inc., a Florida corporation, and National Graphic Imaging/Atlanta, Inc., a Georgia corporation (each, a "*Seller*," and collectively, "*Sellers*"), NGI USA, Inc., a Florida corporation, the sole shareholder of Sellers Bay Reprographics, Inc., Coastal Reprographics, Inc., Central Reprographics, Inc., and National Graphic Imaging/Atlanta, Inc., and the sole member of IPG, LLC (collectively, the "*NGI USA Subsidiaries*"), Martha Korman and Gregory A. Williams, all of the voting shareholders of NGI USA, Inc. and shareholders of Seller Marion Reprographics, Inc., and David W. Meeks, III and Robert T. Posada, who with Martha Korman and Gregory A. Williams are all of the shareholders of Seller Marion Reprographics, Inc. (NGI USA, Inc., Martha Korman, Gregory A. Williams, David W. Meeks, III, and Robert T. Posada, collectively, "*Sellers' Shareholders*"). Buyer, Sellers and Sellers' Shareholders are referred to collectively herein as the "*Parties*" and individually as the "*Party*."

This Agreement contemplates a transaction in which Buyer will purchase for the consideration set forth herein substantially all of the assets of Sellers used in connection with Sellers' businesses.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

### **I. Definitions.**

"*Acquired Assets*" means all right, title, and interest in and to those assets of Sellers constituting all of the operating business assets of Sellers used in connection with or necessary for the Pre-Closing Business, including but not limited to those assets listed on Exhibit A-1 attached hereto and incorporated herein, and to the extent not included in the foregoing, all of the following assets of Sellers used in connection with or necessary for the operation of the Pre-Closing Business: (a) tangible personal property and fixed assets (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, computers, automobiles, trucks, tractors, trailers, tools, jigs, and dies); (b) Intellectual Property, including but not limited to goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions; (c) leases, subleases, and rights thereunder, leasehold improvements to the Leased Real Properties and the rights to any lease or security deposits under the leases for the Leased Real Properties or any other leases or contracts to which any of Sellers is a party, (d) agreements, contracts, indentures, mortgages, instruments, Security Interests, guarantees, other similar arrangements, and rights thereunder; (e) customer lists; (f) goodwill, business telephone numbers and other intangible assets, including the names "NGI," "National Graphic Imaging," and all

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

"*Estimated Closing Balance Sheet*" means the balance sheet of Sellers, as of the Closing Date, which shall be prepared by Sellers and delivered to Buyer as of the Closing Date, limited, however, to the Acquired Assets and Assumed Liabilities. The Estimated Closing Balance Sheet shall be prepared by Sellers in accordance with GAAP, and shall fairly, accurately and completely state the financial condition of Sellers.

"*Excluded Assets*" means all right, title, and interest in and to those certain assets of Sellers listed on Exhibit A-2 attached hereto and incorporated herein. The Excluded Assets shall not include any assets or properties used in connection with or necessary for the Pre-Closing Business.

"*Final Balance Sheet*" shall mean the balance sheet of Sellers as of the Closing Date, limited, however, to the Acquired Assets and Assumed Liabilities, which shall be prepared by Buyer in accordance with GAAP, and delivered to Sellers on or before the forty-fifth (45th) day following the Closing Date in accordance with Section 2(c)(ii)(B) below.

"*Financial Statements*" means the financial statements of Sellers for the twelve (12) month period ended August 31, 2007, referred to in Section 4(f) below.

"*GAAP*" means generally accepted accounting principles, as in effect from time to time.

"*Indemnifiable Loss*" has the meaning set forth in Section 8(b), below.

"*Intellectual Property*" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium). Exhibit A-3 is intended to constitute a complete and accurate list of Sellers' Intellectual Property as of the Closing. Notwithstanding the foregoing, the omission or failure to include any item(s) of Sellers' Intellectual Property on Exhibit A-3 shall not prevent Buyer from acquiring such item(s) of Intellectual Property, and it is the intent of the Parties that all of Sellers' Intellectual Property is included among the Acquired Assets.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BUYER:

AMERICAN REPROGRAPHICS  
COMPANY, L.L.C., a California limited  
liability company

By: \_\_\_\_\_  
Name: Jonathan R. Malher  
Title: Chief Financial Officer

SELLERS:

BAY REPROGRAPHICS, INC., a Florida  
corporation

By: \_\_\_\_\_  
Name: Martha Korman  
Title: President

COASTAL REPROGRAPHICS, INC., a  
Florida corporation

By: \_\_\_\_\_  
Name: Martha Korman  
Title: President

CENTRAL REPROGRAPHICS, INC., a  
Florida corporation

By: \_\_\_\_\_  
Name: Martha Korman  
Title: President

IPG, LLC, a Florida limited liability company

By: \_\_\_\_\_  
Name: Martha Korman  
Title: Manager

By: \_\_\_\_\_  
Name: Gregory A. Williams  
Title: Manager

[Signatory Page for Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

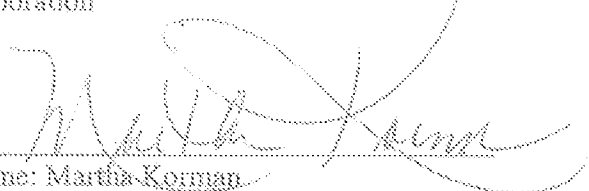
**BUYER:**

AMERICAN REPROGRAPHICS  
COMPANY, L.L.C., a California limited  
liability company

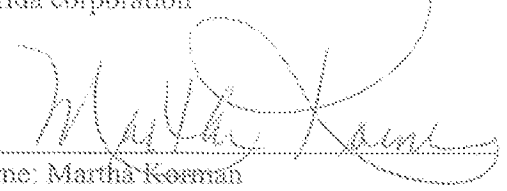
By: \_\_\_\_\_  
Name: Jonathan R. Mather  
Title: Chief Financial Officer

**SELLERS:**

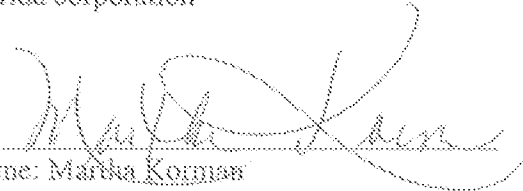
BAY REPROGRAPHICS, INC., a Florida  
corporation

By:   
Name: Martha Korman  
Title: President

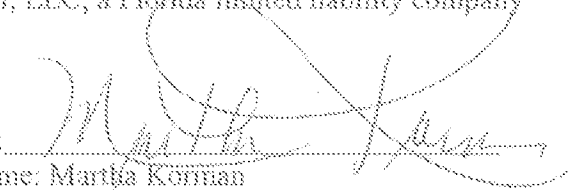
COASTAL REPROGRAPHICS, INC., a  
Florida corporation

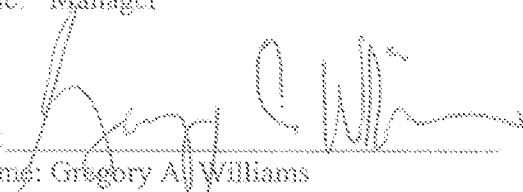
By:   
Name: Martha Korman  
Title: President

CENTRAL REPROGRAPHICS, INC., a  
Florida corporation

By:   
Name: Martha Korman  
Title: President

IPG, LLC, a Florida limited liability company

By:   
Name: Martha Korman  
Title: Manager

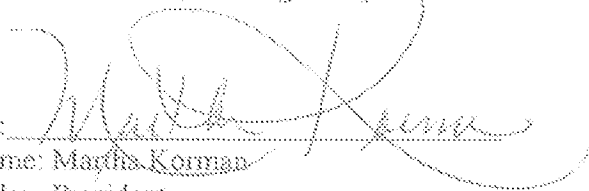
By:   
Name: Gregory A. Williams  
Title: Manager

[Signatory Page for Asset Purchase Agreement]

MARION REPROGRAPHICS, INC., a Florida corporation

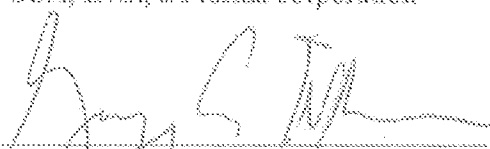
By: \_\_\_\_\_  
Name: David W. Meeks, III  
Title: President



NATIONAL GRAPHIC IMAGING/  
ATLANTA, INC., a Georgia corporation

By:   
Name: Martha Korman  
Title: President

SELLERS' SHAREHOLDERS:

NGI USA, INC., a Florida corporation

By:   
Name: Gregory A. Williams  
Title: President

  
Martha Korman  
  
Gregory A. Williams

\_\_\_\_\_  
David W. Meeks, III

\_\_\_\_\_  
Robert T. Posada

[Signatory Page for Asset Purchase Agreement]

MARION REPROGRAPHICS, INC., a Florida corporation

By: David W. Meeks, III  
Name: David W. Meeks, III  
Title: President

NATIONAL GRAPHIC IMAGING/  
ATLANTA, INC., a Georgia corporation

By: \_\_\_\_\_  
Name: Martha Korman  
Title: President

SELLERS' SHAREHOLDERS:

NGI USA, INC., a Florida corporation

By: \_\_\_\_\_  
Name: Gregory A. Williams  
Title: President

\_\_\_\_\_  
Martha Korman

\_\_\_\_\_  
Gregory A. Williams

David W. Meeks, III  
\_\_\_\_\_  
David W. Meeks, III

Robert T. Posada  
\_\_\_\_\_  
Robert T. Posada

[Signatory Page for Asset Purchase Agreement]



EXHIBIT A-3

Intellectual Property

Patents and applications -- none

Trademarks and applications -- none

Reg. service marks -- see attached Service Mark Principal Register Certificate

Service mark applications -- none

Trade names -- see attached schedule of fictitious names

Unregistered trademarks, service marks, and trade names -- none

Copyrights and applications -- none

Mask work registrations and applications -- none

Web site domain names -- see attached schedule of domain names

Intellectual property licensed by sellers -- see attached schedule of software licensed by Sellers

Other intellectual property owned by sellers -- Order Entry, Cool Billing, ARNet & Purchase Order

Int. Cl.: 43

Prior U.S. Cl.: 169 and 161

Reg. No. 3,856,745

United States Patent and Trademark Office

Registered Feb. 7, 2006

Corrected

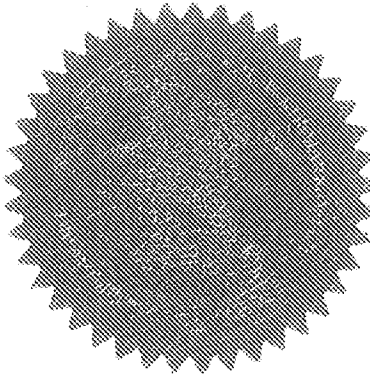
OG Dam Apr. 3, 2007

SERVICE MARK  
PRINCIPAL REGISTER

# NGI

BAY REPROGRAPHICAL, INC. (FLORIDA  
CORPORATION)  
550 W. CYPRESS AVENUE  
TAMPA, FL 336071287

FOR GRAPHIC ART DESIGN AND  
COMPUTER GRAPHIC SERVICES, IN  
CLASS © (U.S. CLS. 169 AND 161)  
FIRST USE 2-10-1996; IN COMMERCE  
2-16-1998.  
SER. NO. 76-421,921, DYLBO 6-17-2002.



*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on Apr. 3, 2007.*

DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE

Bay Reprographics Inc.,  
Fictitious Names:  
National Graphic Imaging (expires 12/31/2011)  
NGI (expires 12/31/2010)

Central Reprographics, Inc.  
Fictitious Names:  
National Graphic Imaging (expires 12/31/2009)  
NGI (expires 12/31/2010)

Coastal Reprographics, Inc.  
Fictitious Names:  
National Graphic Imaging (expires 12/31/2008)  
NGI (expires 12/31/2010)

NGI Atlanta, Inc.  
Trade Name:  
NGI (does not expire)

Marion Reprographics, Inc.  
Fictitious Name:  
NGI (expires 12/31/2010)