

## 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
Industrial Color, Inc.		07/06/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Industrial Color Productions, Inc.		
Street Address:	c/o Webster Capital		
Internal Address:	950 Winter Street, Suite 4200		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3764529	IC LAB MASTERPRINT	
Registration Number:	3764530	IC LAB MASTERPRINT	
Registration Number:	3571999	GLOBALVAULT	
Registration Number:	3207715	INDUSTRIAL COLOR	
Registration Number:	3207716	INDUSTRIAL COLOR	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018-1405		

OP \$140.00 3764529

ATTORNEY DOCKET NUMBER:	122969.213583
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	07/09/2012
Total Attachments: 5 source=Trademark Assignment (ICP)#page1.tif source=Trademark Assignment (ICP)#page2.tif source=Trademark Assignment (ICP)#page3.tif source=Trademark Assignment (ICP)#page4.tif source=Trademark Assignment (ICP)#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 6<sup>th</sup> day of July, 2012, by and between Industrial Color, Inc., a corporation organized and existing under the laws of the State of New York ("Assignor") and Industrial Color Productions, Inc., a corporation organized and existing under the laws of the state of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Stock Purchase Agreement by and among Assignor, Assignee, Steve Kalalian, Aaron Holm, Millennium Management, Inc., House Leopard Productions, Inc., and Industrial Color Brands, Inc. dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain non-software assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of certain non-software assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignor hereby warrants that it is the sole owner of the Marks. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

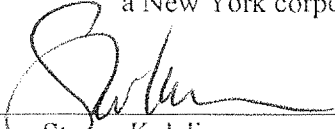
Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: INDUSTRIAL COLOR, INC.,  
a New York corporation

By:   
Name: Steven Kalalian  
Title: President and Treasurer

ASSIGNEE: INDUSTRIAL COLOR  
PRODUCTIONS, INC., a Delaware  
corporation

By: \_\_\_\_\_  
Name: Andrew McKee  
Title: Treasurer

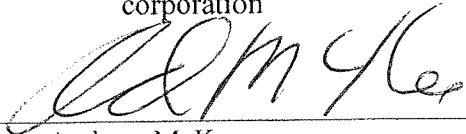
*[Signature Page to Trademark Assignment]*

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ASSIGNOR: INDUSTRIAL COLOR, INC.,  
a New York corporation

By: \_\_\_\_\_  
Name: Steven Kalalian  
Title: President and Treasurer

ASSIGNEE: INDUSTRIAL COLOR  
PRODUCTIONS, INC., a Delaware  
corporation

By:  \_\_\_\_\_  
Name: Andrew McKee  
Title: Treasurer

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 004816 FRAME: 0792**

**Exhibit A**

**Marks**

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
IC LAB MASTERPRINT	3764529	3/23/10
IC LAB MASTERPRINT	3764530	3/23/10
GLOBAL VAULT	3571999	2/10/09
INDUSTRIAL COLOR	3207715	2/13/07
INDUSTRIAL COLOR	3207716	2/13/07