

## 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
Ali Dilmaghani		12/21/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Lasership, Inc.		
Street Address:	1912 Woodford Road		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2416699	LASER COURIER	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 2:	Suite 3900		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	086030.00009		
NAME OF SUBMITTER:	Becky L. Troutman		
Signature:	/Becky L. Troutman/		

Date:

01/02/2013

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment") is made and entered into effective as of December 21, 2012 (the "Effective Date"), by and between Ali Dilmaghani, an individual residing at 7930 Georgetown Pike, Mclean, Virginia ("Dilmaghani"), Dara, LLC, a Delaware limited liability company located and doing business at 7903 Georgetown Pike, McLean, Virginia 22102 ("Dara") (Dilmaghani and Dara are collectively referred to as "Assignor") and Lasership, Inc., a Delaware corporation located and doing business at 1912 Woodford Road, Vienna, VA 22182 ("Assignee").

A. Dilmaghani is the record owner of U.S. Trademark Registration No. 2,416,699 for the mark LASER COURIER;

B. On January 2, 2001, Dilmaghani granted Assignee a license to use the LASER COURIER mark pursuant to a Trademark License Agreement that was recorded with the U.S. Patent and Trademark Office on June 5, 2003 at Reel 2749, Frame 0435 (the "2001 License");

C. On January 1, 2006, Dilmaghani granted a revocable assignment of rights in the LASER COURIER mark to Dara;

D. On January 1, 2006, Dara granted Assignee a license to use the LASER COURIER mark pursuant to a Trademark License Agreement that was intended to replace the 2001 License (the "2006 License");

E. Assignor and Assignee are parties to that certain Stock Purchase Agreement with LS-MCP Acquisition, Inc., LS-MCP Holdings, Inc., LS-MCP Intermediary, Inc. and the other Shareholders named therein, dated November 30, 2012 (the "Purchase Agreement"), in which the execution and delivery of this Assignment is a condition to the consummation of the transactions contemplated thereby; and

F. Assignor and Assignee wish to terminate the 2001 License and the 2006 License, and Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to the LASER COURIER trademark and registration, all trademark, service mark and other intellectual property rights therein, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Mark"), on the following terms and conditions.

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

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Mark, the goodwill of the business symbolized by the Mark, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all trademark, service mark and common law rights and other intellectual property rights in the Mark worldwide, together with all rights and privileges granted and secured thereby, including all rights to

register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Mark prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Mark, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Mark shall be borne solely by Assignee, its successors and assigns.

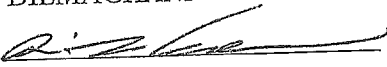
4. Termination of Licenses. Dilmaghani and Dara hereby acknowledge, agree and confirm that the 2001 License and the 2006 License and all rights and obligations thereunder are hereby terminated and that Assignee has no outstanding or future obligations to Dilmaghani or Dara or any third party under the 2001 License or the 2006 License.

5. Miscellaneous. This Assignment constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties hereto. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties hereto, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of New York, without regard to its conflicts of law principles.

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

ASSIGNOR:

ALI DILMAGHANI

By: 

Name: ALI DILMAGHANI

Title: \_\_\_\_\_

Date: 12/20/12

DARA, LLC

By: 

Name: ALI DILMAGHANI

Title: \_\_\_\_\_

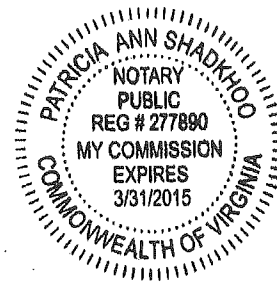
Date: 12/20/12

State of Virginia  
County of Fairfax:

Personally appeared before me the above-named Ali Dilmaghani, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on his own behalf in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Patricia Ann Shadkhoo  
Notary Public

My commission to expire on March 31, 2015

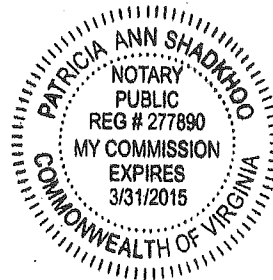


State of Virginia  
County of Fairfax:

Personally appeared before me the above-named Ali Dilmaghani, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of Dara, LLC in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Patricia Ann Shadkhoo  
Notary Public

My commission to expire on  
March 31, 2015



ASSIGNEE:

LASERSHIP, INC.

By: 

Name: ALI DILMAGIANI

Title: CEO

Date: 12/20/12

[Signature page to Trademark License Agreement]