3337725

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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Transfer Statement and Bill of Sale from R Tape Corporation to Churchill Financial LLC by which Churchill Financial LLC acquired ownership of assets in foreclosure

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R Tape Corporation		03/31/2011	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Churchill Financial LLC	
Street Address:	71 South Wacker Drive, Suite 2420	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3337725	VINYLEFX

CORRESPONDENCE DATA

Fax Number: 2037822889

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 203.498.4347
Email: fduffin@wiggin.com

Correspondent Name: Francis J. Duffin, Wiggin and Dana LLP
Address Line 1: One Century Tower, P.O. Box 1832

Address Line 4: New Haven, CONNECTICUT 06508-1832

ATTORNEY DOCKET NUMBER:	401710/GEN001
NAME OF SUBMITTER:	Francis J. Duffin
Signature:	/fjd/ TRADEMARK

900245120 REEL: 004948 FRAME: 0861

Date:	01/24/2013
Total Attachments: 3	

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REEL: 004948 FRAME: 0862

TRANSFER STATEMENT AND BILL OF SALE (R Tape and International Graphics)

WHEREAS R Tape Corporation, a New Jersey corporation and International Graphics Inc., a Delaware corporation (collectively, the "Debtors"), each with a mailing address and an office and principal place of business at 6 Ingersoll Road, South Plainfield, New Jersey, 07080, have defaulted in connection with obligations secured by the following collateral: all of Debtors' right, title and interest, whether now owned or hereafter acquired in the following property: (i) all accounts, chattel paper, deposit accounts, documents, equipment, general intangibles, instruments, inventory, investment property (as defined in the Uniform Commercial Code) and any supporting obligations related thereto (including, without limitation, all rights of the Debtors to any tax refund, insurance premium refund, utility refund or any other interest in the return of cash); (ii) certain commercial tort claims; (iii) all books and records pertaining to the Collateral; (iv) all property of Debtors held by Secured Party; (v) all other goods (including but not limited to fixtures) and personal property of Debtors, whether tangible or intangible and wherever located; and (vi) to the extent not otherwise included, all proceeds of the foregoing (collectively, the "Collateral"); provided that the Collateral shall not include capital stock owned by the Debtors; and

WHEREAS Churchill Financial LLC, a Delaware limited liability company, as agent for certain lenders, as secured party (in such capacity, "Secured Party"), with a mailing address of 71 South Wacker Drive, Suite 2420, Chicago, IL 60606, Attn: Hugh Wilder, has exercised its post-default remedies with respect to the Collateral; and

WHEREAS, by reason of the exercise of such post-default remedies, Secured Party has acquired the rights of Debtors in the Collateral;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

In consideration of the sum of twenty million dollars (\$20,000,000) paid and delivered by the Secured Party, as successful bidder, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby sells, assigns, conveys, transfers and delivers to R Tape Corp., a Delaware corporation ("<u>Transferee</u>"), as purchaser, pursuant to the powers granted by Sections 9-610 and 9-617 of Revised Article 9 of the New York Uniform Commercial Code, all of Debtors' right, title and interest in and to the Collateral. The transfer is as is, where is, and Secured Party makes no representation, warranty, express or implied, except that Secured Party represents and warrants that as of the date hereof, it has good right to sell the Collateral under Section 9-610 of the New York Uniform Commercial Code, free and clear of any security interest or lien as provided for in Section 9-617 of the New York Uniform Commercial Code.

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On or after the date hereof, Secured Party will, at Secured Party's sole expense, from time to time at Transferee's reasonable request, execute and deliver such further instrument and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance, assignment and transfer to Transferee hereunder and otherwise in carrying out the intent and purposes of this Transfer Statement and Bill of Sale.

[Signature page follows]

-2-

IN WITNESS WHEREOF, the undersigned has executed this Transfer Statement and Bill of Sale as of this 31st day of March, 2011.

CHURCHILL FINANCIAL LLC,

a Delaware limited liability company, as Agent

Name: Thomas M. Hennigan Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.:

On the 31st day of March, in the year 2011, before me, the undersigned, personally appeared Thomas M. Hennigan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that, by his signature on the instrument, the individual or entity on behalf of which the individual acted executed the instrument.

Notary Public of the State of New York

DOROTHY A. DALBON

Notary Public State of New York No 01DA6078952

Valid From Westcheeter County Commission Expires August 12, 20 1

[SIGNATURE PAGE TO TRANSFER STATEMENT AND BILL OF SALE]

TRADEMARK REEL: 004948 FRAME: 0865

RECORDED: 01/24/2013