

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
Unique Mailing Services, Inc.		11/30/2012	CORPORATION: ILLINOIS
Vmark Inc.		11/30/2012	CORPORATION: ILLINOIS
Creative Automation Company		11/30/2012	CORPORATION: ILLINOIS
Unique Embossing Services, Inc.		11/30/2012	CORPORATION: ILLINOIS
Versatile Card Technology, Inc.		11/30/2012	CORPORATION: ILLINOIS
Qualteq, Inc.		11/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Valid USA, Inc.
Street Address:	220 FencI Lane
City:	Hillside
State/Country:	ILLINOIS
Postal Code:	60162-2039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3353875	WE NEVER FAIL WHEN IT COMES TO MAIL
Registration Number:	3458784	V
Registration Number:	3517123	VMARK
Registration Number:	2214416	CREATIVE AUTOMATION
Registration Number:	3729119	IN2VIEW
Registration Number:	3424387	BUSINESS PROFILER
Registration Number:	3542279	DATA QUALITY ENHANCER
Registration Number:	3433008	DATAMASTER
Registration Number:	3360669	DQS
Registration Number:	3305000	LOCATOR

OP \$590.00 3353875

Registration Number:	3270217	WHEN IT'S EMBOSSED, IT IS UNIQUE
Registration Number:	3667612	BIOCORE
Registration Number:	3628366	GEOCORE
Registration Number:	3822765	TERRAIN
Registration Number:	3461569	VCT
Registration Number:	3466585	VCT
Registration Number:	3466609	VERSATILE CARD TECHNOLOGY
Registration Number:	2430820	BRAILLE CARD
Registration Number:	2329614	COLOR GUARD
Registration Number:	2068900	EIQ
Registration Number:	2068901	EXCELLENCE IN QUALITY
Registration Number:	2418771	FOIL CARD
Registration Number:	2418770	GREEN EARTH CARD

CORRESPONDENCE DATA

Fax Number: 3124740448
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3124746300
Email: janderfuren@marshallip.com
Correspondent Name: Marshall, Gerstein & Borun LLP
Address Line 1: 233 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606-6357

ATTORNEY DOCKET NUMBER:	32157/60022
NAME OF SUBMITTER:	Jill Anderfuren
Signature:	/ja/
Date:	02/05/2013

Total Attachments: 11
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "**Trademark Assignment**") is made and entered into as of November 30, 2012 (the "**Effective Date**") by and between (i) Valid USA, Inc., a Delaware corporation ("**Purchaser**"), and (ii) Unique Mailing Services, Inc., an Illinois corporation ("**UMS**"), Vmark, Inc., an Illinois corporation ("**Vmark**"), Creative Automation Co., an Illinois corporation ("**CAC**"); Unique Embossing Services, Inc., an Illinois corporation ("**UES**"), Versatile Card Technology, Inc., an Illinois corporation ("**VCT**"), and Qualteq, Inc., a Delaware corporation ("**VCT-NJ**" and collectively with UMS, Vmark, CAC, UES and VCT, "**Sellers**" and each a "**Seller**") Sellers and Purchaser are referred to collectively herein as the "**Parties**."

RECITALS

A. **WHEREAS**, Sellers and Purchaser are parties to that certain Asset Purchase Agreement, dated as September 27, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Purchase Agreement**")

B. **WHEREAS**, the execution and delivery of this Agreement is made and delivered pursuant to Section 10(e) of the Purchase Agreement and subject to the terms and conditions set forth in the Purchase Agreement;

C. **WHEREAS**, UMS has agreed to assign and transfer to Purchaser, and Purchaser has agreed to accept and assume from UMS, all of UMS's right, title and interest in, to and under the trademarks and trademark applications set forth on Schedule 1, together with any and all goodwill associated with any of the foregoing (the "**UMS Trademarks**");

D. **WHEREAS**, Vmark has agreed to assign and transfer to Purchaser, and Purchaser has agreed to accept and assume from Vmark, all of Vmark's right, title and interest in, to and under the trademarks and trademark applications set forth on Schedule 2 together with any and all goodwill associated with any of the foregoing (the "**Vmark Trademarks**");

E. **WHEREAS**, CAC has agreed to assign and transfer to Purchaser, and Purchaser has agreed to accept and assume from CAC, all of CAC's right, title and interest in, to and under the trademarks and trademark applications set forth on Schedule 3 together with any and all goodwill associated with any of the foregoing (the "**CAC Trademarks**");

F. **WHEREAS**, UES has agreed to assign and transfer to Purchaser, and Purchaser has agreed to accept and assume from UES, all of UES's right, title and interest in, to and under the trademarks and trademark applications set forth on Schedule 4 together with any and all goodwill associated with any of the foregoing (the "**UES Trademarks**");

G. **WHEREAS**, VCT has agreed to assign and transfer to Purchaser, and Purchaser has agreed to accept and assume from VCT, all of VCT's right, title and interest in, to and under the trademarks and trademark applications set forth on Schedule 5 together with any and all goodwill associated with any of the foregoing (the "**VCT Trademarks**");

H. **WHEREAS**, VCT-NJ has agreed to assign and transfer to Purchaser, and Purchaser has agreed to accept and assume from VCT-NJ, all of VCT-NJ's right, title and interest in, to and under the trademarks and trademark applications set forth on Schedule 6 together with any and all goodwill associated with any of the foregoing (the "**VCT-NJ Trademarks**" and collectively with UMS Trademarks, Vmark Trademarks, CAC Trademarks, UES Trademarks and VCT Trademarks, "**Trademarks**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows, effective immediately:

1. Each Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby accepts from each Seller, all of each Seller's right, title and interest in, to and under the UMS Trademarks, Vmark Trademarks, CAC Trademarks, UES Trademarks, VCT Trademarks, and VCT-NJ Trademarks, respectively, including, without limitation, any registrations and applications of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and elsewhere, and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements of the Trademarks); (ii) choses in action and rights to sue, recover and collect for any past, present or future infringements of the Trademarks; and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Trademarks.

2. Sellers grant the attorney of record the power to insert on this Trademark Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or trademark offices, for recordation of this document. Purchaser shall have the right to file or record this Trademark Assignment and any additional assignment documents with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Sellers hereby authorize and request the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Purchaser as the owner of the Trademarks.

3. Each Seller shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Trademarks as are reasonably requested by the Purchaser, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Trademarks to the Purchaser.


4. This Trademark Assignment, including, without limitation, the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.

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IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

SELLERS:

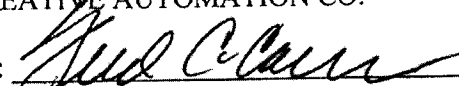
UNIQUE MAILING SERVICES, INC.

By: 
Name: Fred C. Caruso
Its: Chapter 11 trustee

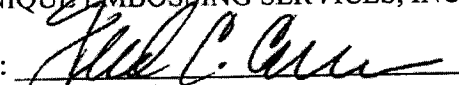
VMARK, INC.

By: 
Name: Fred C. Caruso
Its: Chapter 11 trustee

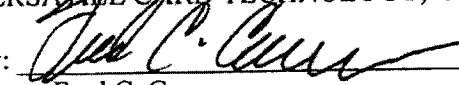
CREATIVE AUTOMATION CO.

By: 
Name: Fred C. Caruso
Its: Chapter 11 trustee


UNIQUE EMBOSSING SERVICES, INC.

By: 
Name: Fred C. Caruso
Its: Chapter 11 trustee

VERSATILE CARD TECHNOLOGY, INC.

By: 
Name: Fred C. Caruso
Its: Chapter 11 trustee

QUALTEC, INC.

By: 
Name: Fred C. Caruso
Its: Chapter 11 trustee

PURCHASER:

VALID U.S.A., Inc.

By: _____
Name: _____
Its: _____

[Signature Page - Trademark Assignment Agreement]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

SELLERS:

UNIQUE MAILING SERVICES, INC.

By: _____
Name: Fred C. Caruso
Its: Chapter 11 trustee

VMARK, INC.

By: _____
Name: Fred C. Caruso
Its: Chapter 11 trustee

CREATIVE AUTOMATION CO.

By: _____
Name: Fred C. Caruso
Its: Chapter 11 trustee

UNIQUE EMBOSSING SERVICES, INC.

By: _____
Name: Fred C. Caruso
Its: Chapter 11 trustee

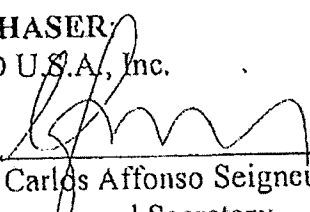
VERSATILE CARD TECHNOLOGY, INC.

By: _____
Name: Fred C. Caruso
Its: Chapter 11 trustee

QUALTEQ, INC.

By: _____
Name: Fred C. Caruso
Its: Chapter 11 trustee

PURCHASER:
VALID U.S.A., Inc.

By:  _____
Name: Carlos Affonso Seigneur d'Albuquerque
Its: Treasurer and Secretary

[Signature Page - Trademark Assignment Agreement]


Schedule 1

UMS Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
WE NEVER FAIL WHEN IT COMES TO MAIL	U.S.	78/804440 2/1/2006	3353875 12/11/2007	Registered

Schedule 2

Vmark Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
CIRCLE OF V'S 	U.S.	77/080563 1/11/2007	3458784 7/1/2008	Registered
VMARK	U.S.	77/080560 1/11/2007	3517123 10/14/2008	Registered

Schedule 3

CAC Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
CREATIVE AUTOMATION	U.S.	75/377517 10/22/1997	2214416 12/29/1998	Registered
IN2VIEW	U.S.	77/401214 2/20/2008	3729119 12/22/2009	Registered
BUSINESS PROFILER	U.S.	78/805736 2/2/2006	3424387 5/6/2008	Registered
DATA QUALITY ENHANCER	U.S.	77/505302 6/23/2008	3542279 12/2/2008	Registered
DATAMASTER	U.S.	78/804244 2/1/2006	3433008 5/20/2008	Registered
DQS	U.S.	78/804208 2/1/2006	3360669 12/25/2007	Registered
LOCATOR	U.S.	78/804277 2/1/2006	3305000 10/2/2007	Registered

Schedule 4


UES Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
WHEN IT'S EMBOSSSED, IT IS UNIQUE	U.S.	78/804470 2/1/2006	3270217 7/24/2007	Registered

Schedule 5

VCT Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
VCT	Brazil	829567828 1/8/2008	—	Pending
GEOCORE	Community Trademark	7172646 8/20/2008	7172646 6/24/2009	Registered
VCT	Community Trademark	6455463 11/21/2007	6455463 11/21/2007	Registered
VCT	India	1623659 11/22/2007	—	Registered
GEOCORE	Mexico	962529 9/22/2008	1093828 4/13/2009	Registered
GEOCORE	Mexico	962530 9/22/2008	1065011 9/30/2008	Registered
VCT	Mexico	923968 4/1/2008	1038199 4/29/2008	Registered
VCT	Mexico	897123 11/21/2007	1045190 6/12/2008	Registered
VERSATILE CARD TECHNOLOGY	Mexico	1069462 2/22/2010	—	Pending
VERSATILE CARD TECHNOLOGY	Mexico	1069463 2/22/2010	—	Pending
VCT	Singapore	T0800421B 1/11/2008	T0800421B	Registered
VCT	Singapore	T07222421 11/21/2007	T07222421	Registered
VCT	Turkey	2007/64903 12/5/2007	2007 64903	Registered
BIOCORE	U.S.	77/494522 6/9/2008	3667612 8/11/2009	Registered
GEOCORE	U.S.	77/440113 4/4/2008	3628366 5/26/2009	Registered
GEOCORE	EM	007172646 8/20/2008	007172646 8/20/2008	Registered
GEOCORE	Mexico	962529 9/22/2008	1093828 4/13/2009	Registered
GEOCORE	Mexico	962530 9/22/2008	1065011 9/30/2008	Registered

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
TERRAIN	U.S.	77/672126 2/17/2009	3822765 7/20/2010	Registered
VCT	EM	006455463 11/21/2007	006455463 7/21/2009	Registered
VCT	Mexico	0061824 4/1/2008	1038199 4/29/2008	Registered
VCT	Mexico	897123 11/21/2007	1045190 6/12/2008	Registered
VCT	SG	T08/00421B 1/11/2008	T08/00421B 8/14/2009	Registered
VCT	SG	T07/22242I 11/21/2007	T07/22242I 8/5/2009	Registered
VCT	TR	2007/64903 5/12/2007	2007/64903 5/12/2007	Registered
VCT	U.S.	77/324905 11/8/2007	3461569 11/8/2007	Registered
VCT and Design 	U.S.	77/324914 11/8/2007	3466585 7/15/2008	Registered
VERSATILE CARD TECHNOLOGY	U.S.	77/326164 11/9/2007	3466609 7/15/2008	Registered

Schedule 6

VCT-NJ Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
BRILLE CARD	U.S.	75/700806 5/7/1999	2430820 2/27/2001	Registered
COLOR GUARD	U.S.	75/700907 5/7/1999	2329614 5/7/1999	Registered
EIQ	U.S.	75/045137 1/17/1996	2068900 6/10/1997	Registered
EXCELLENCE IN QUALITY	U.S.	75/045138 1/17/1996	2068901 6/10/1997	Registered
FOIL CARD	U.S.	75/700805 5/7/1999	2418771 1/9/2001	Registered
GREEN EARTH CARD	U.S.	75/700803 5/7/1999	2418770 1/9/2001	Registered