

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
	International Imaging Materials, Inc.		05/01/2013
	Graphic Controls Acquisition Corp.		05/01/2013
			Entity Type
			CORPORATION:
			CORPORATION:
RECEIVING PARTY DATA			
Name:	International Imaging Materials, Inc.		
Street Address:	310 Commerce Drive		
City:	Amherst		
State/Country:	NEW YORK		
Postal Code:	14228		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2946049	SURE SCAN
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	Doug_Wagner@IIMAK.com		
Correspondent Name:	Doug Wagner		
Address Line 1:	310 Commerce Drive		
Address Line 2:	c/o International Imaging Materials, Inc		
Address Line 4:	Amherst, NEW YORK 14228		
ATTORNEY DOCKET NUMBER:	3414.14		
NAME OF SUBMITTER:	Gary Toomey		
Signature:	/s/ Gary Toomey		

OP \$40.00 2946049

900254078

**TRADEMARK
 REEL: 005019 FRAME: 0268**

Date:

05/01/2013

Total Attachments: 10

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**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective May 1, 2013 by and between **GRAPHIC CONTROLS ACQUISITION CORP.**, a Delaware corporation, (the "Assignor"), and **INTERNATIONAL IMAGING MATERIALS, INC.**, a Delaware corporation (the "Assignee"). Capitalized terms used herein but not otherwise defined, have the meanings assigned to such terms in the Purchase Agreement (defined below).

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee, have executed and delivered that certain Asset Purchase Agreement, dated April 5, 2013 (the "Purchase Agreement"), pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Purchased Assets related to the Ink Jet Business and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to all Intellectual Property included in the Purchased Assets be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of Assignor's respective right, title and interest in and to any and all Intellectual Property included in the Purchased Assets (including, but not limited to, the patents, trademarks and copyrights listed on Exhibit A hereto), together with the goodwill of the Ink Jet Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee's own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of the Assignee's successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer

all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(b) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between the Assignor and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between the Assignor and the Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder (a) to any lender or financing source, (b) in connection with a sale by the Assignee or its assigns of all or substantially all of its assets, whether by sale of assets, stock, merger or otherwise, or (c) in connection with a permitted assignment of the Purchase Agreement.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to the principles of conflicts of laws thereof.


2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

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

ASSIGNOR:

GRAPHIC CONTROLS ACQUISITION CORP.

By: _____

Name: Sam F. Heleba

Title: CEO

ASSIGNEE:

INTERNATIONAL IMAGING MATERIALS, INC.

By: _____

Name: Doug Wagner

Title: President

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


ASSIGNOR:

GRAPHIC CONTROLS ACQUISITION CORP.

By: _____
Name: Sam F. Heleba
Title: CEO

ASSIGNEE:

INTERNATIONAL IMAGING MATERIALS, INC.

By:  _____
Name: Doug Wagner
Title: President

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

TRADEMARK
REEL: 005019 FRAME: 0273

ACKNOWLEDGMENTS

STATE OF New York)
) SS:
COUNTY OF Erie)

Before me a Notary Public in and for said County and State personally appeared **Sam F. Heleba**, as the **CEO** of GRAPHIC CONTROLS ACQUISITION CORP., who acknowledged the execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and Notarial Seal this 20th day of April, 2013.

My Commission expires:

03/31/14

Signed: Kathleen Ann Moskal

Printed: Kathleen Ann Moskal

KATHLEEN ANN MOSKAL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 03/31/14

ACKNOWLEDGMENTS

STATE OF New York)
) SS:
COUNTY OF Erie)

Before me a Notary Public in and for said County and State personally appeared **Doug Wagner**, as the **President** of INTERNATIONAL IMAGING MATERIALS, INC., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 30 day of April, 2013.

My Commission expires:
4-24-2014

Signed: Jill Marie Kaczor
Printed: Jill Marie Kaczor

JILL MARIE KACZOR
Notary Public
State of New York
Qualified in Erie County
My Commission Expires 4-24-2014

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

Before me a Notary Public in and for said County and State personally appeared **Doug Wagner**, as the **President** of INTERNATIONAL IMAGING MATERIALS, INC., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this ____ day of _____, 2013.

My Commission expires:

Signed: _____

Printed: _____

EXHIBIT A

I. Trademarks

All registered and unregistered trademarks, service marks, trade dress, logos, trade names, and corporate names including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith.

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
SURESCAN	Assignor	2,946,049	5/3/05

II. Copyrights

All copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith.

III. Patents

All inventions, all improvements thereto and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof.

ISSUED PATENTS

<u>Patent</u>	<u>Owner</u>	<u>Federal Registration Number</u>	<u>Issue Date</u>
Ink-jet bottle and valve system	Assignor	5,903,293	5/11/99