

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bind-It Corporation		04/26/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Coverbind Corporation		
Street Address:	3200 Corporate Drive		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28405		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1048019	COVERMATE	
Registration Number:	1049557	BINDIT	
CORRESPONDENCE DATA			
Fax Number:	2123910525		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-278-0400		
Email:	nzivin@cooperdunham.com		
Correspondent Name:	Norman H. Zivin c/o COOPER & DUNHAM LLP		
Address Line 1:	30 Rockefeller Plaza, 20th Floor		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	0326/85431/NHZ		
NAME OF SUBMITTER:	Norman H. Zivin		
Signature:	/norman h. zivin/		

CH \$65.00 1048019

Date:

09/06/2013

Total Attachments: 2

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Original Bind-It

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made the 26th of April, 2007, by and between Bind-It Corporation, a corporation organized under the laws of the State of New York ("Seller"), with its principal place of business at 150 Commerce Drive, Hauppauge, New York 11788, William E. Demroe and Robert Stern, owners of all the outstanding shares of Seller (collectively "Owners"), Coverbind Corporation, a corporation organized under the laws of the State of New York, ("Buyer"), with its principal place of business at 3200 Corporate Drive, Wilmington, North Carolina 28405, and Bindomatic AB, a corporation organized under the laws of Sweden ("Guarantor"), with its principal place of business at Box 42101 SE-126 14 Stockholm, Sweden Vretensborgsvägen 9.

RECITALS:

WHEREAS, Seller is in the business of the production of in-office document finishing systems and custom imprinted report covers (the "Business");

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain assets of the Seller pertaining to or used in connection with the Business.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Description of Assets to be Purchased.

On the terms and conditions hereinafter set forth, at the Closing (as defined herein), Seller shall sell, grant, assign and deliver to Buyer, all of its right, title and interest in and to the assets of the Seller specifically set forth in this Section 1 (the "Assets"). Each of Seller and Buyer acknowledge and agree that the Assets to be sold by Seller to Buyer shall not include any assets, of any kind, not specifically set forth in this Section 1, including, but not limited to, the accounts receivable and cash on hand of Seller (the "Excluded Assets").

A. Intangible Assets

1. The Bind-It corporate name.
2. All trademark and trade names including, but not limited to, Bind-It, Covermate, Covermaster, Goofless and Perfectbind.
3. All patents and all other intellectual property rights.
4. All website domains.
5. All email domains.
6. All phone numbers, including all office, branch, and cell phone numbers. (Buyer acknowledges that each of the Owners shall retain their own respective cell phone numbers and that such numbers shall be considered Excluded Assets).
7. Goodwill.

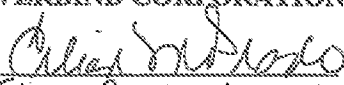
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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

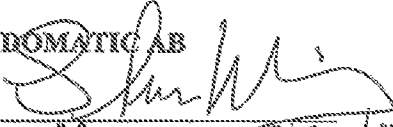
BIND-IT CORPORATION

By:   
Robert Stern, PLS

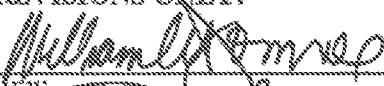
COVERBIND CORPORATION

By:   
Eileen Prado C.O.O.

BINDOMATIC AB

By:   
Managing Director

WITH RESPECT TO APPLICABLE REVISIONS ONLY:

  
William E. Dumble

  
Robert Stern

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