

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cenveo Corporation		09/29/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crabar/GBF, Inc.		
<b>Street Address:</b>	2441 Presidential Parkway		
<b>City:</b>	Midlothian		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76065		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2215760	WISCO	
Registration Number:	2163641	NATIONAL IMPRINT CORPORATION	
Registration Number:	1596944	NIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148660010		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-866-0001		
<b>Email:</b>	mgreen@chalkerflores.com		
<b>Correspondent Name:</b>	Chalker Flores, LLP		
<b>Address Line 1:</b>	14951 North Dallas Parkway		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Dallas, TEXAS 75254		
<b>ATTORNEY DOCKET NUMBER:</b>	ENNI:3053/3055/3057		
<b>NAME OF SUBMITTER:</b>	Marsha S. Green		

OP \$90.00 2215760

**900269784**

**TRADEMARK**  
**REEL: 005136 FRAME: 0662**

Signature:	/Marsha S. Green/
Date:	10/23/2013
Total Attachments: 5 source=ENNI 3053 3055 3057 102313#page1.tif source=ENNI 3053 3055 3057 102313#page2.tif source=ENNI 3053 3055 3057 102313#page3.tif source=ENNI 3053 3055 3057 102313#page4.tif source=ENNI 3053 3055 3057 102313#page5.tif	

## **TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of September 27, 2013, but effective as of 12:01 a.m. September 29, 2013, between Cenveo Corporation, a Delaware corporation (“**Seller**”), and CRABAR/GBF, Inc., a Delaware corporation (“**Purchaser**”), is being delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of September 27, 2013 (the “**Purchase Agreement**”), by and among Purchaser and Seller, and Ennis, Inc., a Texas corporation (“**Ennis**”). Capitalized terms used but not defined herein shall have the meaning ascribed to each such term in the Purchase Agreement.

WHEREAS, Seller has certain rights, title, and interest in and to certain trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos, and other source or business identifiers and general intangibles of a like nature shown on Schedule A attached hereto and made a part hereof, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals, and extensions thereof shown on Schedule A (collectively, the “**Marks**”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller agreed to assign to Purchaser all of Seller’s right, title, and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees as follows:

1. Assignment. Seller hereby irrevocably grants, transfers, assigns, and conveys to Purchaser all its rights, title, and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

2. Further Assurances. Seller hereby agrees, without further consideration therefor, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Purchaser to effectuate more fully the transactions contemplated by this Assignment.

3. Authorization to Record; Power of Attorney. Seller authorizes the appropriate authority or authorities whose duty it is to record trademark registrations, applications, and title thereto, to record the Marks and title thereto as the property of Purchaser, its successors and assigns in accordance with the terms of this Assignment and at Purchaser’s expense. Seller hereby constitutes and appoints Purchaser as its true and lawful attorney-in-fact, with full power of substitution in Seller’s name and stead, to take any and all steps, including proceedings at law, in equity, or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances solely as necessary in order to vest or perfect the aforesaid rights and causes of action more effectively in Purchaser or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, without limitation, any rights with respect to the Marks that may have accrued in Cenveo’s favor from the respective date of first use of any of the Marks to the effective date of this Assignment. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Successors and Assigns. This Assignment will be binding upon Seller and its successors and assigns and will inure to the benefit of Purchaser and its successors and assigns.

5. Conflicts. Nothing contained in this Assignment will be deemed to supersede, modify, limit, or amend any of the rights or obligations of Purchaser, Seller, or Ennis under the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement, and in the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

6. Governing Law. This Assignment shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signature by facsimile or emailed .PDF is hereby authorized, provided that original inked signature pages are provided promptly following Closing.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized officer, as of the date first written above.

**PURCHASER:**

**CRABAR/GBF, INC.**

By: *Michael D. Magill*  
Michael D. Magill, Vice President

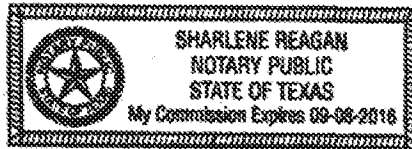
STATE OF TEXAS §  
  §  
COUNTY OF ELLIS §

The foregoing instrument was acknowledged before me this 27 day of September, 2013, by Michael D. Magill, the Vice President of CRABAR/GBF, Inc., a Delaware corporation, on behalf of said corporation.

*Sharlene Reagan*  
Notary Public in and for the State of Texas

Sharlene Reagan  
Notary's Printed or Typed Name

My Commission Expires:  
09-08-2016



[Signature Pages to Trademark Assignment Agreement]

**SELLER:**

**CENVEO CORPORATION**

By: *Scott J. Goodwin*  
Name: Scott J. Goodwin  
Title: Chief Financial Officer

STATE OF Connecticut   §  
  §  
COUNTY OF Fairfield   §

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2013, by Scott Goodwin, the CFO of Cenveo Corporation, a Delaware corporation, on behalf of said corporation.

*Linda J. Austin*  
Notary Public in and for the State of CT  
Linda J. Austin  
Notary's Printed or Typed Name

My Commission Expires:  
4-30-2014

**LINDA J. AUSTIN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES APR. 30, 2014**

[Signature Pages to Trademark Assignment Agreement]

**SCHEDULE A**  
**TRADEMARKS**

<b>Name/Title</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Owner</b>
WISCO	75250650	2215760	Cenveo Corporation
National Imprint Corporation	75249713	2163641	Cenveo Corporation
NIC	73827504	1596944	Cenveo Corporation

Trade Names, Brand Names, Service Marks:

- Wisco Envelope