

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WorkflowOne LLC		12/23/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Standard Register Company
Street Address:	600 Albany Street
City:	Dayton
State/Country:	OHIO
Postal Code:	45417
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4592085	TOTALVANTAGE
Registration Number:	4517216	TOTALVANTAGE
Registration Number:	4388812	PROFILEONE
Registration Number:	4230825	ONEMARK
Registration Number:	3224243	WORKFLOWONE
Registration Number:	3133093	WORKFLOWONE
Registration Number:	3348180	WORKFLOWONE
Registration Number:	3090851	EXCEPTIONAL PEOPLE, PROVEN RESULTS
Registration Number:	3930221	COMPATIBLE FILING PRODUCTS HEALTHCARE BU
Registration Number:	3721059	COMPATIBLE FILING PRODUCTS HEALTHCARE BU
Registration Number:	3497803	WILMER
Registration Number:	3452933	SAFERXSCRIPT
Registration Number:	3384417	WILMER
Registration Number:	3394278	PSMAILERS
Registration Number:	1773586	SIMPLICITY SERIES
Registration Number:	1639041	DATASEAL
Registration Number:	1241169	STARTA SYSTEM
Registration Number:	1242816	W

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1208210	WILMER
Registration Number:	1057607	POST RITE
Registration Number:	0625417	POST-RITE
Serial Number:	85395063	ONEMARK

CORRESPONDENCE DATA

Fax Number: 9374496405

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 937/449-6400

Email: beth.bane@dinsmore.com

Correspondent Name: DINSMORE & SHOHL LLP

Address Line 1: FIFTH THIRD CENTER, ONE SOUTH MAIN ST.

Address Line 2: SUITE 1300

Address Line 4: DAYTON, OHIO 45402

ATTORNEY DOCKET NUMBER: STD1390G0/34503.281

NAME OF SUBMITTER: Kimberly Gambrel

SIGNATURE: /Kimberly Gambrel/

DATE SIGNED: 01/30/2015

Total Attachments: 6

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"WORKFLOWONE LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "THE STANDARD REGISTER COMPANY" UNDER THE NAME OF "THE STANDARD REGISTER COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OHIO, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2014, AT 6:36 O'CLOCK P.M.

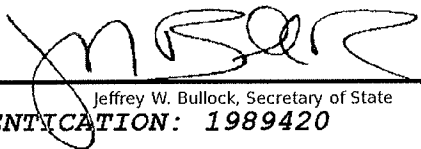
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2014, AT 11:59 O'CLOCK P.M.



5663870 8100M

141583494

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1989420

DATE: 12-24-14

TRADEMARK
REEL: 005449 FRAME: 0764

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
DOMESTIC LIMITED LIABILITY COMPANY INTO
A FOREIGN CORPORATION**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned Foreign Corporation executed the following Certificate of Merger:

FIRST: The name of the surviving Corporation is The Standard Register Company, a Foreign Corporation.

SECOND: The jurisdiction in which this Foreign Corporation was formed is Ohio.

THIRD: The name of the Limited Liability Company being merged into the Foreign Corporation is WorkflowOne LLC, a Delaware Limited Liability Company.

FOURTH: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the business entities which is to merge.

FIFTH: The merger is to become effective on December 31, 2014 at 11:59 P.M. eastern daylight time.

SIXTH: The Agreement and Plan of Merger is on file at 600 Albany Street, Dayton, OH 45417, which is the principle place of business for the surviving foreign corporation.

SEVENTH: A copy of the Agreement of Merger or Consolidation will be furnished by the surviving corporation on request without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

EIGHTH: The surviving Foreign Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is 600 Albany Street, Dayton, OH 45417.

IN WITNESS WHEREOF, said surviving Foreign Corporation has caused this certificate to be signed by an authorized person, the 23rd day of December, A.D., 2014.

By: Gerard D. Sowa
Authorized Officer

Name: Gerard D. Sowa

Title: EVP, General Counsel & Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (“**Agreement**”), dated as of December 23, 2014, by and between The Standard Register Company, an Ohio corporation (“**SRC**”), and WorkflowOne LLC, a Delaware limited liability company (“**WorkflowOne**”).

WHEREAS, WorkflowOne is a wholly owned subsidiary of SRC;

WHEREAS, the board of directors of SRC and the sole member of WorkflowOne have determined that the merger of WorkflowOne with and into SRC, with SRC as the Surviving Company (as hereinafter defined) (the “**Merger**”), pursuant to the terms and conditions set forth herein, is desirable and in the best interests of SRC and WorkflowOne; and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware Limited Liability Company Act and the Ohio Revised Code, WorkflowOne shall be merged with and into SRC at the Effective Time (as hereinafter defined). Following the Effective Time, the separate limited liability existence of WorkflowOne shall cease, and SRC shall continue as the surviving company (the “**Surviving Company**”).

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file (i) a certificate of merger complying with the provisions of the Delaware Limited Liability Company Act with the Secretary of State of the State of Delaware with respect to the Merger (the “**Delaware Certificate**”), and (ii) a certificate of merger complying with the provisions of the Ohio Revised Code with the Secretary of State of the State of Ohio with respect to the Merger (the “**Ohio Certificate**”), and together with the Delaware Certificate, the “**Certificates of Merger**”). The Merger shall become effective on December 31, 2014 at 11:59 PM (the “**Effective Time**”).

(b) The Merger shall have the effects set forth in the Delaware Limited Liability Company Act and the Ohio Revised Code. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of WorkflowOne shall vest in SRC, as the Surviving

Company, and all debts, liabilities, obligations and duties of WorkflowOne shall become the debts, liabilities, obligations and duties of SRC, as the Surviving Company.

3. Organizational Documents. The regulations of SRC in effect at the Effective Time shall be the regulations of the Surviving Company until thereafter amended as provided therein or by the Ohio Revised Code, and the articles of incorporation of SRC in effect at the Effective Time, shall be the articles of incorporation of the Surviving Company until thereafter amended as provided therein or by the Ohio Revised Code.

4. Directors and Officers. The directors and officers of SRC immediately prior to the Effective Time shall be the directors of the Surviving Company from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and regulations of the Surviving Company or as otherwise provided by the Ohio Revised Code.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of SRC or WorkflowOne or the holders of membership interests of WorkflowOne:

(a) each share of capital stock of SRC issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger; and

(b) all membership interests of WorkflowOne that is owned by SRC will cease to exist, and no consideration will be delivered in exchange therefor.

6. Submission to Service of Process. The Surviving Company agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as the enforcement of any obligation of the Surviving Company arising from this merger and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail a copy of any such process to the Surviving Company at 600 Albany Street, Dayton, OH 45417.

7. Entire Agreement. This Agreement together with the Certificates of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express

or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

THE STANDARD REGISTER COMPANY

By Gerard D. Sowar

Name: Gerard D. Sowar

Title: Executive Vice President, General Counsel
& Secretary

WORKFLOWONE LLC

By Gerard D. Sowar

Name: Gerard D. Sowar

Title: Vice President & Secretary