# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342992

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|---|---|
| **SUBMISSION TYPE:** | CORRECTIVE ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | Corrective Assignment to correct the nature of the interest conveyed in the document previously recorded on Reel 005524 Frame 0796. Assignor(s) hereby confirms the nature of the interest conveyed by the document recorded at Reel/Frame 5524/0796 is an "Assignment of Security Interest.". |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Petters Company, Inc. | | 03/19/2015 | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Zink Holdings LLC |
| **Street Address:** | 2 Bergen Turnpike |
| **City:** | Ridgefield Park |
| **State/Country:** | NEW JERSEY |
| **Postal Code:** | 07660 |
| **Entity Type:** | LIMITED LIABILITY COMPANY: NEW JERSEY |

**PROPERTY NUMBERS Total: 20**

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 77183600 | ZZZ ZINK ZERO INK |
| **Serial Number:** | 77975952 | |
| **Serial Number:** | 77975953 | ZINK ZERO INK |
| **Serial Number:** | 77976193 | ZERO INK. ZERO BOUNDARIES. |
| **Serial Number:** | 77976328 | SMART SHEET |
| **Serial Number:** | 77977210 | ZINK. ZERO INK. |
| **Serial Number:** | 77977224 | ZINK |
| **Serial Number:** | 78495981 | ZERO INK |
| **Serial Number:** | 78500666 | ZINK. ZERO INK. |
| **Serial Number:** | 85659510 | APPY |
| **Serial Number:** | 85659526 | HAPPY |
| **Serial Number:** | 85659537 | APPY |
| **Serial Number:** | 85710042 | ZROLL |
| **Serial Number:** | 85710058 | |
| **Serial Number:** | 85729360 | ZINK HAPPY |
| **Serial Number:** | 85729384 | HAPPY |
| **Serial Number:** | 85773512 | HAPPY + |

CH $515.00 77183600

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 85773516 | HAPPY + |
| **Serial Number:** | 85829179 | SMART APP PRINTER |
| **Serial Number:** | 85829181 | APP PRINTER |

**CORRESPONDENCE DATA**

**Fax Number:** 6123351657

***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:** 612-335-1799

**Email:** cheryl.classen@stinsonleonard.com

**Correspondent Name:** Ruth Rivard

**Address Line 1:** 150 South Fifth Street, Suite 2300

**Address Line 4:** Minneapolis, MINNESOTA 55402

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 3003632-0002 RAR/CEC |
| **NAME OF SUBMITTER:** | Ruth Rivard |
| **SIGNATURE:** | /Ruth Rivard/ |
| **DATE SIGNED:** | 06/01/2015 |

**Total Attachments: 2**

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source=Cover Sheet -Assignment of Loan Documents Petters - Zink Imaging for Assignment of Security Interest#page2.tif

## NOTE PURCHASE AND SALE AGREEMENT

THIS NOTE PURCHASE AND SALE AGREEMENT (the "Agreement") is made this 19th day of March, 2015, by and between PETTERS COMPANY, INC., a Delaware corporation (as debtor and on behalf of its bankruptcy estate, "Assignor"), and ZINK HOLDINGS LLC, a New Jersey limited liability company (together with its successors and assigns, "Assignee").

## RECITALS

A. ZINK IMAGING, INC., a Delaware corporation ("Borrower"), is obligated to Assignor pursuant to that certain Third Amended and Restated Secured Convertible Promissory Note dated June 28, 2012 (together with all amendments, restatements and modifications, the "Note") [redacted]

B. The Note is secured by the assets of Borrower set forth in that certain Security Agreement dated August 15, 2007 (together with all amendments, restatements and modifications, the "Security Agreement") [redacted]

[redacted]



TRADEMARK
REEL: 005524 FRAME: 0798
TRADEMARK
REEL: 005527 FRAME: 0196

1. **Sale and Purchase.**

(a) Subject to the terms and conditions contained herein, Assignor agrees to sell, assign, transfer, set over and convey to Assignee and Assignee hereby agrees to purchase, all of Assignor's right, title and interest in the Loan, the Note, the Security Agreement, [redacted]

(c) Upon Assignor's receipt of the Purchase Price, Assignor shall deliver to Assignee (i) an Assignment of Loan Documents in the form attached hereto as Exhibit D, (ii) an Endorsement of Promissory Note duly executed by Assignor in the form attached hereto as Exhibit E; [redacted]

**IN WITNESS WHEREOF,** the parties have executed this Agreement by their duly authorized representative as of the date first above stated.

ASSIGNEE:

ZINK HOLDINGS LLC

By: _____
Name: CHAIM PIEKARSKI
Title: MANAGING MEMBER

ASSIGNOR:

PETTERS COMPANY, INC.
(as debtor and on behalf of its bankruptcy estate)

By: _____
Name: Douglas A. Kelley
Title: Chapter 11 Trustee

## EXHIBIT A

## ADDITIONAL LOAN DOCUMENTS

UCC-1 Financing Statement filed with the Delaware Department of State, U.C.C. Filing Section on August 15, 2007, naming Borrower as Debtor and Assignor as Secured Party as File No. 2007 3116760.

UCC Financing Statement Amendment filed with the Delaware Department of State, U.C.C. Filing Section on February 15, 2012, as File No. 2012 0606675.

Filing of Security Agreement by Assignor with United States Patent and Trademark Office on June 7, 2013 and related corrective filing on February 20, 2014.

[redacted]



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## ASSIGNMENT OF LOAN DOCUMENTS

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN NOTE PURCHASE AND SALE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN PETTERS COMPANY, INC. (AS DEBTOR AND ON BEHALF OF ITS BANKRUPTCY ESTATE, "ASSIGNOR") AND ZINK HOLDINGS LLC ("ASSIGNEE"), ASSIGNOR DOES HEREBY ASSIGN, TRANSFER, CONVEY, SET OVER AND OTHERWISE SELL TO ASSIGNEE, ITS SUCCESSORS AND ASSIGNS, ALL RIGHT, TITLE, INTEREST OF ASSIGNOR IN, TO AND UNDER THE LOAN DOCUMENTS AND APPLICABLE LAW, INCLUDING ALL OF ASSIGNOR'S INTEREST IN THE REAL AND PERSONAL PROPERTY COLLATERAL AS EVIDENCED AND SECURED THEREBY TOGETHER WITH ALL RIGHTS, POWERS, REMEDIES, PRIVILEGES, CLAIMS AND CAUSES OF ACTION OF ASSIGNOR WITH RESPECT TO BORROWER UNDER THE LOAN DOCUMENTS AND APPLICABLE LAW. CAPITALIZED TERMS THAT ARE NOT DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED TO THE TERMS IN THE AGREEMENT.

THIS ASSIGNMENT IS "AS IS," WITHOUT RECOURSE AND, EXCEPT AS AND TO THE EXTENT SPECIFICALLY SET FORTH IN THE NOTE PURCHASE AND SALE AGREEMENT DATED OF EVEN DATE HEREWITH BY AND BETWEEN ASSIGNOR AND ASSIGNEE (THE "AGREEMENT"), WITHOUT REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED OR BY OPERATION OF LAW) OF ANY TYPE OR KIND AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS ASSIGNMENT TO BE DULY EXECUTED AND DELIVERED AS OF Mar 20, 2015.

**ASSIGNOR:**

PETTERS COMPANY, INC.
(as debtor and on behalf of its bankruptcy estate)

By: Douglas A. Kelley
Printed Name: Douglas A. Kelley
Its: Chapter 11 Trustee

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 20th day of March, 2015.

Notary Public

KERI JO IWANOK
Notary Public
State of Minnesota
My Commission Expires
January 31, 2019

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format (pdf) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

**IN WITNESS WHEREOF,** the parties have executed this Agreement by their duly authorized representative as of the date first above stated.

**ASSIGNEE:**

ZINK HOLDINGS LLC

By: _____
Name:
Title:

**ASSIGNOR:**

PETTERS COMPANY, INC.
(as debtor and on behalf of its bankruptcy estate)

By: Douglas A. Kelley
Name: Douglas A. Kelley
Title: Chapter 11 Trustee



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