# CH \$265.00 129003

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM392413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Staples Contract & Commercial, Inc.		07/05/2016	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Taylor Communications, Inc.		
Street Address:	1725 Roe Crest Drive		
City:	North Mankato		
State/Country:	MINNESOTA		
Postal Code:	56003		
Entity Type:	Corporation: MINNESOTA		

### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1290035	DATA PERF
Registration Number:	1839422	DUAL-WEB
Registration Number:	2985490	EK
Registration Number:	2989437	EKONOMIK
Registration Number:	1441414	INTELIMAIL
Registration Number:	0790722	KRAFTBILT
Registration Number:	1499538	LASERPRINT
Registration Number:	2121540	POP TALKER
Registration Number:	3208835	SCOT-TAGS
Registration Number:	3070631	SOURCE-EXPRESS

### **CORRESPONDENCE DATA**

**Fax Number:** 6126324444

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:** 612.632.3357

Email: trademark@gpmlaw.com

Correspondent Name: Jennifer C. Debrow
Address Line 1: 80 South 8th Street
Address Line 2: 500 IDS Center

TRADEMARK REEL: 005839 FRAME: 0330

900372259

Address Line 4: Minne	eapolis, MINNESOTA 55402			
NAME OF SUBMITTER:	Gwen Spurrier			
SIGNATURE:	/gds/			
<b>DATE SIGNED:</b> 07/22/2016				
Total Attachments: 5 source=Trademark Assignment (EXECUTED) - 899051_5#page1.tif source=Trademark Assignment (EXECUTED) - 899051_5#page2.tif source=Trademark Assignment (EXECUTED) - 899051_5#page3.tif source=Trademark Assignment (EXECUTED) - 899051_5#page4.tif				

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TRADEMARK
REEL: 005839 FRAME: 0331

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), dated as of July 5, 2016, is made by Staples Contract & Commercial, Inc., a Delaware corporation ("<u>Assignor</u>"), to Taylor Communications, Inc., a Minnesota corporation ("<u>Assignee</u>"), a subsidiary of Taylor Corporation ("<u>Buyer</u>").

Assignor and Buyer, among others, are parties to an Asset Purchase Agreement, dated as of April 15, 2016 (as amended to date, the "Agreement"); and

Buyer has assigned all rights and obligations under the Agreement to Assignee; and

Pursuant to the Agreement, Assignor wishes to assign to Assignee all of the right, title and interest of Assignor in and to the trademarks described on <u>Schedule A</u> attached hereto (the "<u>Marks</u>");

THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby sells, transfers, assigns and conveys unto Assignee, all of its right, title and interest in and to the Marks, together with (i) the goodwill of the business symbolized by the Marks, (ii) the registrations of the Marks and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registration thereof.
- 2. Assignor agrees to execute all assignments and other papers necessary to fully secure to Assignee the right, title and interest conveyed herein, at Assignee's expense and upon Assignee's reasonable request.
- 3. Assignor and Assignee agree that this Assignment is subject to all the terms and conditions of the Agreement and shall be governed by the governing law and venue provisions of the Agreement. This Assignment is intended to effect the sale, assignment, transfer and conveyance of the Marks to Assignee as described in the Agreement and nothing contained in this Assignment shall in any way modify, supersede, rescind, waive, exceed, expand, enlarge or in any other way affect the terms (including the representations and warranties or the rights, remedies or obligations of any party) of the Agreement. In the event of a conflict or controversy between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment, along with the Agreement and its Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be altered or modified in any manner except by a writing signed by the parties hereto.

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IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

STAPLES CONTRACT & COMMERCIAL, INC.

By: <u>Chus he Thought</u> Name: Title:

Accepted and Agreed:

TAYLOR COMMUNICATIONS, INC.

By:\_\_\_\_\_\_\_ Name: Title: IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

STAPLES CONTRACT & COMMERCIAL, INC.

Ву	<b>.</b>	**********************		
	Name:	***************************************	 ***************************************	**********
	Title:			

Accepted and Agreed:

TAYLOR COMMUNICATIONS, INC.

By: Symme M. Sy Name: Suzanne M. Spellacy Title: Vice Prendat Guesal

# $\underline{\text{SCHEDULE A}}$

# TRADEMARKS

Trademark	Country	App No. App Date	Reg. No. Reg. Date	Renewal Due	Owner	Class / Goods
DATA-PERF	U.S.	73443339	1290035	Aug 14 2014	SCC	16 Business Forms
	non management	Sep 12 1983	Aug 14 1984			
DUAL-WEB	U.S.	74433809	1839422	Jun 14 2024	SCC	16 combination label and business form
75 2 V		Sep 9 1993	Jun 14 1994			***
	U.S.	78437784  Jun 18 2004	2985490 Aug 16 2005	Aug 16 2025	SCC	registers for indicating credits, debits and balances of various accounts; check registers; blank checks; printed financial forms; bookkeeping forms; accounting forms; wire bound binders;
EKONOMIK	U.S.	78435950	2989437	Aug 30 2025	SCC	loose-leaf binders; financial journals  16 Financial registers for
		Jun 16 2004	Aug 30 2005			indicating credits, debits and balances of various accounts; check registers; blank checks; printed financial forms; bookkeeping forms; accounting forms; wire bound binders; loose-leaf binders; financial journals
INTELIMAIL	U.S.	73584494 Feb 24 1986	1441414 Jun 2 1987	Jun 2 2017	SCC	35 Business mailing services
***************************************						
KRAFTBILT	U.S.	72203206	0790722	Jun 8 2025	SCC	16 Business forms
Kraftbill		Oct 2 1964	Jun 8 1965			
LASERPRINT	U.S.	73702612 Dec 23 1987	1499538 Aug 9 1988	Aug 9 2018	SCC	16 Labels and cut sheet labels for use with a printing device for printing of information to be used on other items

Schedule A to Trademark Assignment

TRADEMARK REEL: 005839 FRAME: 0335

POP TALKER SCOT-TAGS	U.S.	75209280 Dec 6 1996 78864768	2121540 Dec 16 1997 3208835	Dec 16 2017 Feb 13 2017	SCC	such as product identification, shelf labeling, order selection, asset control and the like  16 blank and/or partially printed shelving labels  6 aluminum marking
		Apr 19 2006	Feb 13 2007		-	tags; engravable aluminum tags; write on aluminum tags
SOURCE- EXPRESS	U.S.	78556900 Jan 31 2005	3070631 Mar 21 2006	Mar 21 2016	SCC	35 providing a web site whereby purchasers of custom printing services locate and receive quotations from multiple competitive sources and sellers of custom printing services identify and bid on multiple new sales opportunities; supply chain management services for others in the field of custom printing of brochures, labels, envelopes, direct mail advertising, flyers, forms, tags, and other printed advertising materials, accessed

**RECORDED: 07/22/2016**