

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447912

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
COLOR COMMUNICATIONS, INC.		10/18/2017	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CMCOLOR, LLC		
<b>Street Address:</b>	4000 West Fillmore St.		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60624		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73759182	"WE MAKE COLOR SELL"	
<b>Serial Number:</b>	74698180	AQUAFILM	
<b>Serial Number:</b>	75675675	CCI	
<b>Serial Number:</b>	73081274	CCI	
<b>Serial Number:</b>	75188996	COLOR BY DESIGN	
<b>Serial Number:</b>	73595055	COLOR COMMUNICATIONS	
<b>Serial Number:</b>	75763738	COLOR TAC	
<b>Serial Number:</b>	75658767	COLORMARK	
<b>Serial Number:</b>	75580615	COLORS BY DESIGN	
<b>Serial Number:</b>	74588729	EARTH COLORS	
<b>Serial Number:</b>	74183681		
<b>Serial Number:</b>	78209031	PEEL & STICK	
<b>Serial Number:</b>	78209021	PEEL OFF	
<b>Serial Number:</b>	75655400	THE LANGUAGE OF COLOR	
<b>Serial Number:</b>	73789078	THE LANGUAGE OF COLOR	
<b>Serial Number:</b>	74183636	WATER COLORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

CH \$415.00 73759182

**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:** 414-298-8185  
**Email:** tadmin@reinhardtllaw.com  
**Correspondent Name:** Daniel E. Kattman  
**Address Line 1:** 1000 N Water St.  
**Address Line 4:** Milwaukee, WISCONSIN 53202

<b>NAME OF SUBMITTER:</b>	Daniel E. Kattman
<b>SIGNATURE:</b>	/dek/
<b>DATE SIGNED:</b>	10/19/2017

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 18, 2017, by and between COLOR COMMUNICATIONS, INC., an Illinois corporation ("Assignor"), and CMCOLOR, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

- A. Pursuant to an Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee (the "Purchase Agreement"), Assignee has agreed to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below).
- B. Assignor is the owner of the Assigned Trademarks listed in Exhibit A.
- C. Assignor and Assignee desire, by execution of this Assignment, to confirm the assignment of all rights, title and interest in and to the Assigned Trademarks to Assignee.

### AGREEMENTS

For valuable consideration, including that recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" means the trademarks listed in Exhibit A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; and (c) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.
2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all rights, title and interest in and to the Assigned Trademarks.
3. Further Assurances. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this Assignment and shall provide Assignee, its successors and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments or other documentation) as may be reasonably required in the implementation of this Assignment; provided, however, that Assignor is not required to incur any costs in connection therewith. This Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature, subject to Permitted Encumbrances (as defined in the Purchase Agreement).
4. Incorporation of Representations, Covenants and Warranties. Notwithstanding anything in this Assignment to the contrary, the representations, covenants and warranties, including the limitations set forth therein, of Assignor contained in the Purchase Agreement are incorporated herein by reference. Assignor makes no representation or warranty with respect to the Assigned Trademarks being assigned hereby except as specifically set forth in the Purchase

Agreement. If there is any conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail. The parties agree to indemnify and hold harmless one another for violations of this Assignment as provided in the Purchase Agreement, subject to the limitations provided therein.

5. Governing Law. This Assignment shall be governed by the laws of the State of Delaware and the federal laws of the United States without giving effect to any rule or provision thereof that would cause the application of the law of any other state.

6. Electronic Signature; Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A copy of this Assignment transmitted via facsimile or e-mail (e.g., pdf or tif file) bearing the signature of any party shall be deemed to be of the same legal force and effect as an original of this Assignment bearing such signature as originally written of such party.

*[Signature page follows.]*

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

COLOR COMMUNICATIONS, INC.

By: Steven Wintz  
Name: Steven Wintz  
Title: President

ASSIGNEE:

CMCOLOR, LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

COLOR COMMUNICATIONS, INC.

By: \_\_\_\_\_

Name:

Title:

ASSIGNEE:

CMCOLOR, LLC

By:  \_\_\_\_\_

Name: Michael Felvey

Title: President

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 006186 FRAME: 0396**

EXHIBIT A

Assigned Trademarks

See attached.

Color Communications, Inc.  
Summary of Trademarks

Case No	Trademark	Country	App No.	Filing Date	Reg No.	Reg Date	Status	Next Renewal
303-66989	"WE MAKE COLOR SELL"	USA	73/759,182	10/24/1988	1,578,027	1/16/1990	Registered	1/16/2020
303-58296	AQUAFILM	USA	74/698180	7/7/1995	2103910	10/7/1997	Expired	10/7/2007
303-65453	CCI	USA	75/675675	4/5/1999	2528869	1/15/2002	Registered	1/15/2022
303-60018	CCI (Stylized)	USA	73/081274	3/24/1976	1059556	2/15/1977	Registered	2/15/2027
303-60118	COLOR BY DESIGN	USA	75/188996	10/28/1996			Abandoned	
303-45376	COLOR COMMUNICATIONS	USA	73/595055	4/24/1986	1442401	6/9/1987	Registered	6/9/2027
303-66286	COLOR TAC	USA	75/763738	7/29/1999	2,547,936	3/12/2002	Registered	3/12/2022
303-65533	COLORMARK	USA	75/658767	3/11/1999	2727440	6/17/2003	Cancelled	6/17/2013
303-64866	COLORS BY DESIGN	USA	75/580615	11/2/1998	2299946	12/14/1999	Cancelled	12/14/2009
303-56627	EARTH COLORS	USA	74/588729	10/21/1994	2,032,688	1/21/1997	Cancelled	1/21/2007
303-51415	FISH Design	USA	74/183,681	7/10/1991	1,766,904	4/20/1993	Registered	4/20/2023
303-78415	PEEL & STICK	USA	78/209031	1/30/2003			Abandoned	
303-78416	PEEL OFF	USA	78/209021	1/30/2003			Abandoned	
303-65629	THE LANGUAGE OF COLOR	USA	75/655400	3/8/1999	2451706	5/15/2001	Cancelled	5/15/2011
303-66988	THE LANGUAGE OF COLOR	USA	73/789,078	3/27/1989	1,580,653	1/30/1990	Expired	1/30/2010
303-51623	WATER COLORS	USA	74/183,636	7/10/1991	1,765,359	4/13/1993	Registered	4/13/2023