

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553681

<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>
Cenveo Worldwide Limited		10/10/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Advantage Mailing, LLC		
<b>Street Address:</b>	1600 N Kraemer Blvd		
<b>City:</b>	Anaheim		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92806		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1453649	COLORGRAPHICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	213-430-3603		
<b>Email:</b>	kristen.baracy@tuckerellis.com		
<b>Correspondent Name:</b>	Kristen Baracy		
<b>Address Line 1:</b>	515 South Flower Street		
<b>Address Line 2:</b>	42nd Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Kristen A. Baracy		
<b>SIGNATURE:</b>	/Kristen A. Baracy/		
<b>DATE SIGNED:</b>	12/16/2019		
<b>Total Attachments: 5</b>			
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OP \$40.00 1453649

EXECUTION COPY

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “Assignment”), dated as of October 10, 2019, between Cenveo Worldwide Limited, a Delaware corporation (“Seller”), and Advantage Mailing, LLC, a Delaware limited liability company (“Purchaser”) is being delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 10, 2019 (the “Purchase Agreement”), by and among Seller, Purchaser and Tom Ling. 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 assigned to Purchaser all of Seller’s rights, 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 Seller’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 the Parties 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 California, 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 Assignment may be executed in one or more counterparts, and each of which shall constitute an original instrument, but all such together shall constitute one and the same agreement. Signature by facsimile is hereby authorized.

**(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:**

**ADVANTAGE MAILING, LLC**

By: [Signature]  
Name: Tom Ling  
Title: President

STATE OF CALIFORNIA §

§

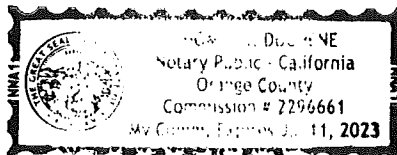
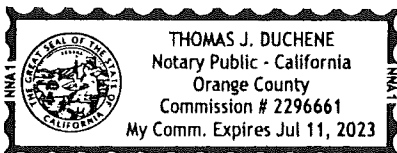
COUNTY OF ORANGE §

The foregoing instrument was acknowledged before me this 23 day of October, 2019,  
by Thomas C Ling of **ADVANTAGE MAILING, LLC**, a Delaware limited  
liability company, on behalf of said limited liability company.

[Signature]  
Notary Public in and for the State of California  
Thomas J Duchene  
Notary's Printed or Typed Name

My Commission Expires:

July 11, 2023



[Signature Pages to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006818 FRAME: 0049**

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.

**SELLER:**

**CENVEO WORLDWIDE LIMITED**

By: Ayman Zameli  
Name: Ayman Zameli  
Title: Executive Vice President

STATE OF CONNECTICUT §

§

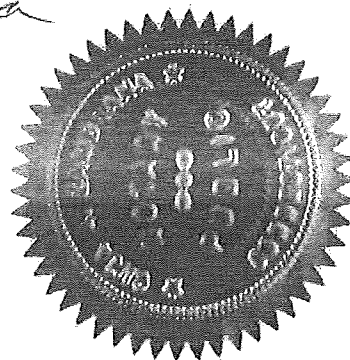
COUNTY OF FAIRFIELD §

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2019,  
by Ayman Zameli of **CENVEO WORLDWIDE LIMITED**, a Delaware  
corporation, on behalf of said corporation.

Gina A. Zambora  
Notary Public in and for the State of Connecticut  
Notary's Printed or Typed Name

My Commission Expires:

10/31/2019



[Signature Pages to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006818 FRAME: 0050**

**SCHEDULE A**

**TRADEMARKS**

Word Mark	Owner	Filing Date	Registration Number	Registration Date	Type of Mark	Country
COLORGRAPHICS	Cenveo Worldwide Limited	August 1, 1986	1,453,649	August 18, 1987	Trademark; service mark	USA

Schedule A to Trademark Assignment