

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moore-Langen Printing Company, Inc.		10/02/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Phoenix Color Corp.		
Street Address:	18249 Phoenix Drive		
City:	Hagerstown		
State/Country:	MARYLAND		
Postal Code:	21742		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2513657		
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			
Phone:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MAEVE WILSON		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38715-00002.		
NAME OF SUBMITTER:	MAEVE WILSON		
SIGNATURE:	/MAEVE WILSON/		
DATE SIGNED:	07/12/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective the 2nd day of October, 2017, is made and entered into by and among Moore-Langen Printing Company, Inc., an Indiana corporation (the "Assignor"), and Phoenix Color Corp., a Delaware corporation (the "Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of each of the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule A hereto (the "Purchased Trademarks");

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of September 20, 2017 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase the Transferred Assets from Assignor, including all right, title and interest in and to the Purchased Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Purchased Trademarks, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

3. Further Assurances. Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Purchased Trademarks, including without limitation, in the (i) preparation and prosecution of any application for registration of the Purchased Trademarks, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other action that may arise in connection with any of the Purchased Trademarks, including testifying as to any facts relating to the Purchased Trademarks and this Assignment. If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under this Section, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such

document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable governmental authority, to issue any and all registrations from any and all applications for registration included in the Purchased Trademarks to and in the name of Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**MOORE-LANGEN PRINTING COMPANY,
INC.**

By: Michael King
Name: Michael P. King
Title: SVP, Finance

PHOENIX COLOR CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**MOORE-LANGEN PRINTING COMPANY,
INC.**

By: _____
Name:
Title:

PHOENIX COLOR CORP.

By: *Marc Reed* _____
Name: *Marc Reed*
Title: *Chairman*

SCHEDULE A

TRADEMARKS

Mark	Owner	Registration No.	Serial No.	Registration Date
Miscellaneous Design (brush strokes)	Moore Langen Printing Company, Inc.	2513657	75440612	December 4, 2001