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Additional documents or copy thereof



1. Name of conveying party(ies):

UNDERSCORE, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- X Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party

Name: SPICER CORPORAT

08-16-2001

Internal Address:

U.S. Patent & TMO's/TM Mail Rcpt Dt. #26

Street Address: 221 McIntyre Drive

City: Kitchener State: ON ZIP: N2R 1G1

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- X Corporation - Ontario
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- X Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: July 20, 2001

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s):

B. Trademark No.(s):

2,202,629

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **D. Michael Bean**

Internal Address: GOWLING LAFLEUR HENDERSON LLP

Street Address: **50 Queen Street North
Suite 1020
Kitchener, Ontario
Canada N2H 6M2**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 501613

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9. Statement and Signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

D. Michael Bean
Name of Person Signing

Signature

August 14, 2001
Date

Total number of pages comprising cover sheet: 1

TRADE-MARK ASSIGNMENT AGREEMENT

BETWEEN:

Underscore, Inc.
9 Jacqueline Street
Hudson, New Hampshire
03051
United States of America
(the "Assignor")

and

Spicer Corporation
221 McIntyre Drive
Kitchener, Ontario
N2R 1G1
Canada
(the "Assignee")

WHEREAS the Assignee, a company duly organized and existing under the laws of Canada, wishes to acquire the trade-mark, PRINTANYWHERE, and the U.S. Trademark Registration therefor in the United States Patent and Trademark Office, particulars of which are set out in Schedule A (the "Trade-mark") and the Assignor wishes to assign the Trade-mark to the Assignee;

NOW THEREFORE, the Assignor and Assignee agree to the following:

1. Assignment

In consideration of the sum of money set out in Schedule B to be paid by the Assignee to the Assignor upon execution of this Agreement, the Assignor hereby sells, assigns, and transfers to the Assignee the whole right, title and interest of the Assignor in and to the Trade-mark, including all common law rights therein, together with the goodwill of the business relating to the goods in association with which the Trade-mark has been registered and used by the Assignor, as well as the right to recover for damages and profits for past infringements of the Trade-mark.

2. Representations and Warranties

The Assignor hereby represents and warrants that:



- (a) it is a corporation duly organized, validity existing and in good standing under the laws of its incorporating jurisdiction and has the necessary power, authority and capacity to enter into this Agreement and to carry out its obligations hereunder;
- (b) neither it nor any other party have taken any steps with respect to the bankruptcy, insolvency, winding up, liquidation or dissolution of the Assignor;
- (c) it is now rightfully possessed of and entitled to, and now has good right, title and authority to sell, assign and transfer unto the Assignee the Trade-mark and goodwill hereinbefore described and that the Assignor is the company registered as owner of the Trade-mark;
- (d) no one has contested the right of the Assignor to own or use the Trade-mark, or filed any actions or claims against the Assignor as a result of its use of the Trade-mark;
- (e) it is not aware of any other person, firm, corporation or other entity, which has used the Trade-mark; and
- (f) it has not granted to any person, firm, corporation or other entity any right, licence or interest whatsoever in or to the Trade-mark.

3. Further Assurances

The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

Without limiting the foregoing, the Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments and to perform any other reasonable acts the Assignee may require in order to vest the Assignor's right, title and interest in and to the Trade-mark in the Assignee and/or to record the Assignment with the U.S. Patent and Trademark Office, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

Assignee agrees to be solely responsible for the costs associated with recording the assignment of the Trade-mark.

4. Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

5. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED AND DELIVERED

in the presence of

C. J. Martin 7/18/01
Witness
Cindy C. Martin
9 Jacqueline St.
Hudson, NH 03051-5308

H. Snider 7/20/01
Witness
Holly Snider
82 Church St.
Kitchener, Ont. N2G 2S2

Underscore, Inc.

Per: [Signature]
Authorized Signing Officer

Name: Joseph K. Martin
Title: President
Date: 18 July 2001

Spicer Corporation

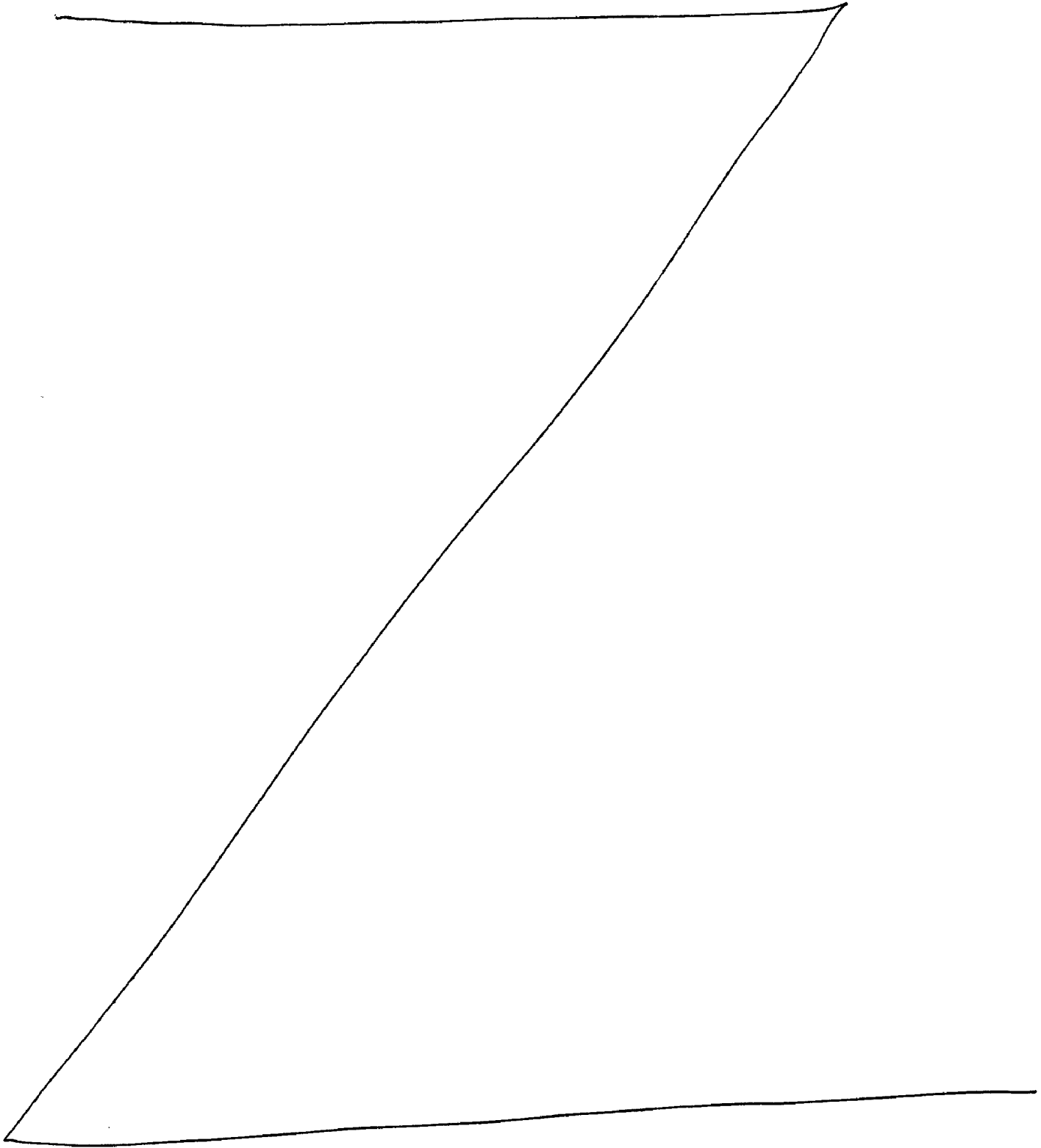
Per: [Signature]
Authorized Signing Officer

Name: STEVEN SPICER
Title: CEO
Date: 20 JULY 2001

[Handwritten initials]

SCHEDULE "A"

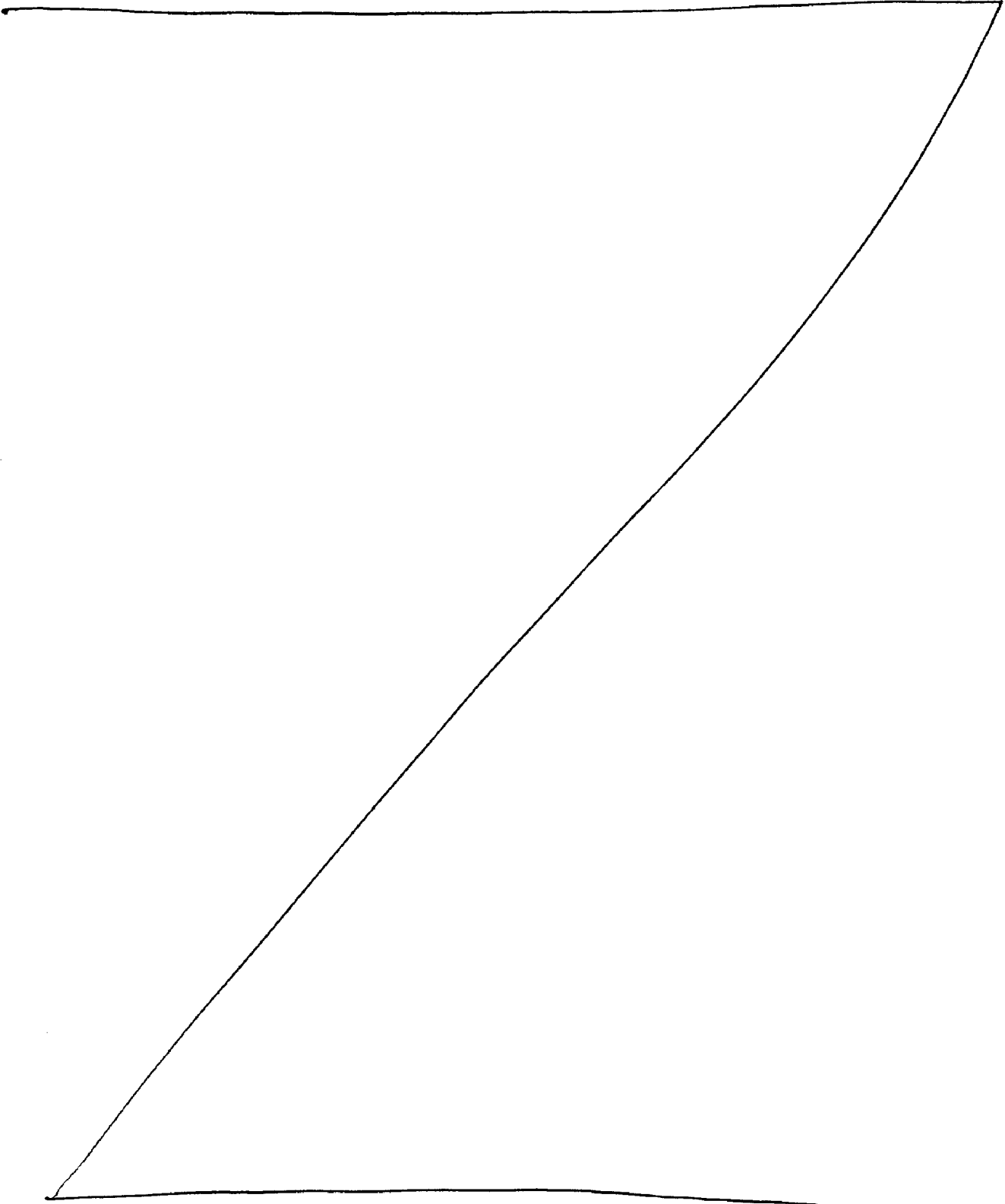
<u>Trade-mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
PRINTANYWHERE	2,202,629	November 10, 1998



scs
Jan

SCHEDULE "B"

With reference to section 1 of this Agreement, the Assignee will pay to the Assignor Five Thousand United States' Dollars (\$5,000.00 U.S.) by cheque to be delivered by courier from Assignee to Assignor upon receipt of the originally executed Agreement by Assignor.



SCS
Jur