

12-01-2005



PAGE 2 OF 2

RECORDATIC
TRADE

103128595

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CLOVERLEAF GROUP, INC.

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

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 14, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MATTHEWS RECOURCES, INC.

Internal

Address: _____

Street Address: 204 Weldin Building, 3411 Silverside Rd.

City: Wilmington

State: Delaware

Country: U.S.A. Zip: 19810

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship Delaware, U.S.A.
Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,347,932
765,516

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Trademark Reg. No. 1,347,932 - Mark: IDL
Trademark Reg. No. 765,516 - Mark: IDL

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

Name: Ronald S. Lombard, Esquire

Internal Address: _____

Street Address: 4430 Twin Oaks Drive

City: Murrysville

State: PA Zip: 15668

Phone Number: 724-733-1999

Fax Number: 723-327-7292

Email Address: ESQRSI@AOL.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Ronald S. Lombard
Signature

11/25/05
Date

Ronald S. Lombard

Total number of pages including cover sheet, attachments, and document: 7

11/30/2005 DBYRNE 00000012 1347932

01 FC:8521
02 FC:8522

40.00 of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CONFIRMATION OF CONTRIBUTION AND ASSIGNMENT

THIS CONFIRMATION OF CONTRIBUTION AND ASSIGNMENT (this "Assignment"), effective as of July 12, 2004, is made and entered into by CLOVERLEAF GROUP, INC., a Pennsylvania corporation ("Assignor"), to and for the benefit of MATTHEWS RESOURCES, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee desire to centralize management and administration of the intellectual property currently held by Assignor; to enable Assignor to more accurately assess the performance and value of its various operations apart from the value added by its intellectual property; to hold, manage, protect, defend and enhance the value of such intellectual property; to create an asset management company in the United States in order to analyze the performance of such valuable intellectual property; to isolate intellectual property ownership into a separate legal entity to provide efficiencies within the Assignor's current organizational structure; to align the Assignor's assets and personnel, intellectual property and financial resources in order to focus the organization on its long-term business strategy; to impose on the Assignor financial burdens similar to that of other competitors; to protect Assignor in the event of a hostile takeover attempt; to provide a centralized system to deal with the intellectual property on a worldwide basis; to avoid conflicts between maximizing the value of the intellectual property and operational strategies by segregating the management of intellectual property from Assignor's other operations; and to allow the future licensing of the intellectual property;

WHEREAS, for such good and valid business purposes, including those listed above, Assignor determined it would be in its best interests to transfer all the intellectual property of Assignor to a new wholly-owned subsidiary;

WHEREAS, both Assignor and Assignee are wholly-owned subsidiaries of Matthews International Corporation; and

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to legally bound hereby, Assignor does hereby absolutely and unconditionally assign, transfer, set over and deliver to Assignee all of Assignor's rights, titles and interests in and to the following (collectively, the "Assigned Properties"):

All the intellectual property currently owned by Assignor, or any wholly-owned subsidiary thereof, or that may herein after be invented, developed, acquired or procured by Assignor, or any wholly-owned subsidiary thereof, including without limitation: all inventions, know-how and technology, whether patentable or not; all patents and patent applications, including without limitation those listed or Exhibit A attached hereto and made a part hereto; all trade secrets and proprietary data; all intellectual property related

agreements and licenses, and all intellectual property identified in those agreements and licenses; all domain names, trademarks, service marks and trade names and applications therefore, including without limitation those listed on Exhibit A attached hereto and made a part hereto, and all goodwill associated with such domain names, trademarks, service marks and trade names; and all copyright rights whether registered or not including without limitation those copyright registrations listed on Exhibit A attached hereto and made a part hereto; provided, however, that any such item shall not be assigned to the extent that such assignment would violate its terms and/or require consent by another party if such consent was not timely obtained by Assignor or is prohibited by law, except that if such consent or approval is obtained, such item shall be assigned as provided herein on the date such consent or approval is obtained;

TO HAVE AND TO HOLD unto Assignee and Assignee's successors and assigns forever.

AND Assignor further agrees with Assignee as follows:

1. The person executing this Assignment has the authority to execute and deliver this Assignment. This Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms. Assignor is the true and lawful owner of each of the Assigned Properties and will warrant and defend the title of said Assigned Properties against the lawful claims and demands of every kind or type of all persons whomsoever.

2. Exhibit A may amended in writing to reflect any additional properties or rights that were transferred by operation of this Assignment or that will be transferred by operation of this Agreement in the future as such properties and rights are developed, invented, acquired or procured. The failure to amend Exhibit A shall have no effect on the validity of, and is not necessary to, the transfer of additional properties and rights by operation of this Agreement.

3. The provisions of this Assignment are intended to be severable. If any provision of this Assignment shall be held invalid or unenforceable, in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any other provision of this Assignment.

4. This Assignment shall be governed by the laws of the State of Delaware, without regard to conflict of laws rules.

5. Nothing herein contained shall be deemed to limit or restrict the properties, assets or rights conveyed, assigned or transferred to or acquired by Assignee from Assignor under or by virtue of any other conveyance.

ACKNOWLEDGED AND AGREED this 14 day of October, 2005.

CLOVERLEAF GROUP, INC., a Pennsylvania Corporation

By C Michael Dempse

Name: C Michael Dempse

Title: COO

MATTHEWS RESOURCES, INC., a Delaware Corporation

By Steven F. Nicola

Name: Steven F. Nicola

Title: Chief Financial Officer

EXHIBIT A

PATENTS AND APPLICATIONS FORMERLY OWNED BY iDL, Inc.

Graphic Merchandising Gondola	4,068,855	01/17/78	692,345	06/03/76
Numerical Price Designating Apparatus and Method	4,777,747	10/18/88	564,501	12/22/83
Sign Kiosk Assembly	D455,789	04/16/02	144,908	07/12/01
Sign Assembly	6,578,302	06/17/03	886,503	06/21/01
Sign Assembly	6,601,328	08/05/03	371,691	02/22/03
Folding Sign System			10/788,014	02/26/04
Article Holder			29/204,125	04/23/04

REGISTERED TRADEMARKS FORMERLY OWNED BY iDL, Inc.

IDL	1,347,932	07/09/85	73/499,298	09/14/84
IDL (stylized)	765,516	02/25/64	72/110,760	12/23/60

TRADENAMES AND DOMAIN NAMES FORMERLY OWNED BY iDL, Inc.

IDL Merchandising Solutions

ww.idlpop.com

DOMAIN NAMES FORMERLY OWNED BY BRR Inc.

www.bigredrooster.com

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IMAGESURE.COM	SQAD	May 22, 2009