

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Imprint Corporation		06/17/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Printegra Corporation		
Street Address:	400 Westpark Court		
Internal Address:	Suite 100		
City:	Peachtree City		
State/Country:	GEORGIA		
Postal Code:	30269		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2138877	NI	
Registration Number:	2163641	NATIONAL IMPRINT CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(248)566-8505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-566-8504		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Michael A. Lisi - Honigman Miller		
Address Line 1:	38500 Woodward Avenue		
Address Line 2:	Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5048		
ATTORNEY DOCKET NUMBER:	216068-98883		
NAME OF SUBMITTER:	Michael A. Lisi		

CH \$65.00 2138877

Signature:

/Michael A. Lisi/

Date:

11/22/2006

Total Attachments: 40

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ASSET PURCHASE AGREEMENT

dated as of June 17, 2005

by and among

PRINTEGRA CORPORATION,
NATIONAL IMPRINT CORPORATION,
and the Stockholders named herein

ARTICLE I. PURCHASE AND SALE.....5

1.1 Purchased Assets.....5

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER AND THE STOCKHOLDERS.....14

[REDACTED]

3.19 Proprietary Rights.....25

[REDACTED]

[REDACTED]

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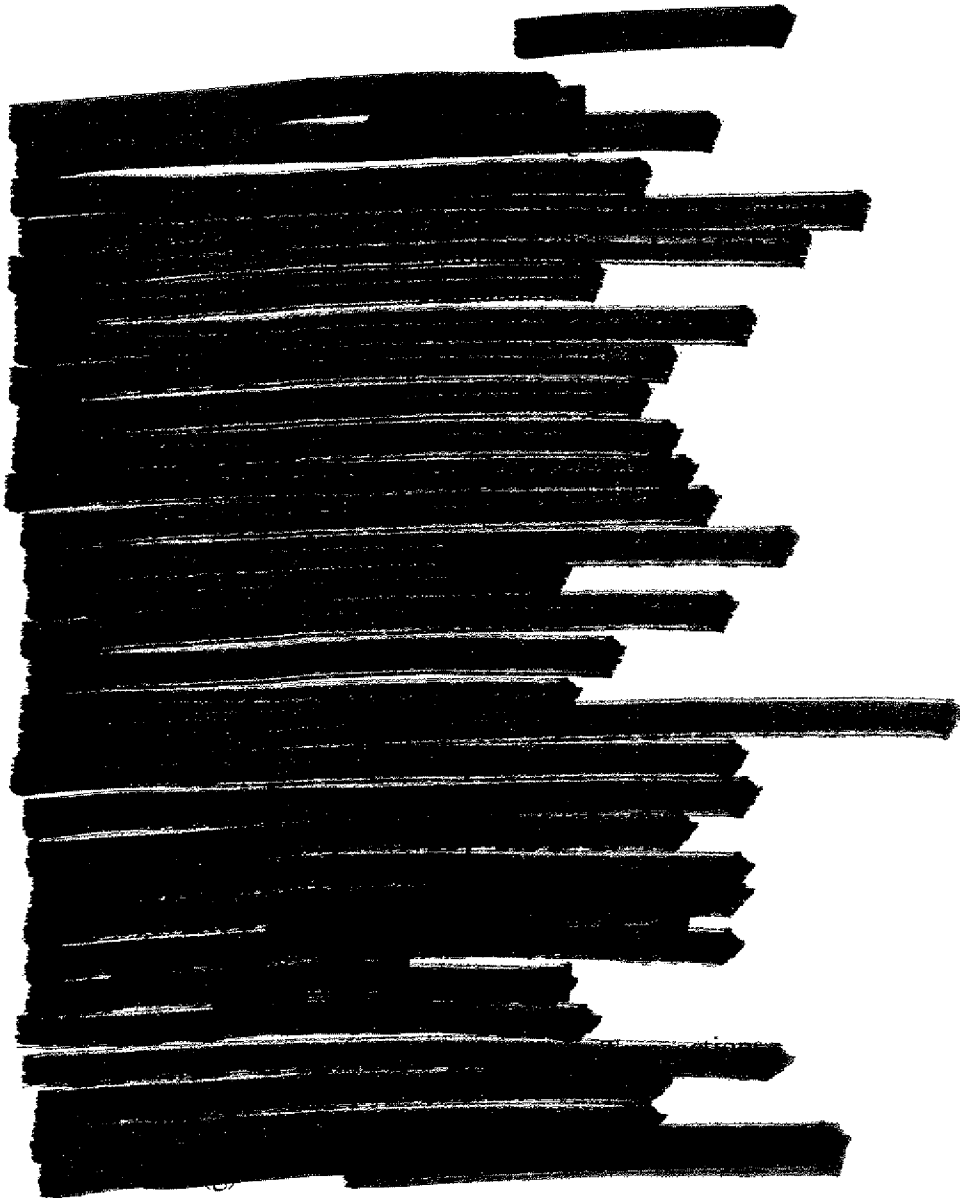
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of June 17, 2005, is made by and among Printegra Corporation, a Georgia corporation ("Buyer"), National Imprint Corporation, a New York corporation ("Seller"), and the other parties listed on the signature page of this Agreement (collectively, the "Stockholders" and each individually, a "Stockholder").

[REDACTED]

Therefore, the parties agree as follows:

ARTICLE I. PURCHASE AND SALE

1.1 Purchased Assets.

Subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 2.1), Seller will sell, assign and transfer to Buyer, and Buyer will purchase, all of the assets of Seller other than the Excluded Assets (as defined in Section 1.2) (collectively, the "Purchased Assets"), free and clear of all liens, claims, security interests, restrictions, pledges, purchase rights, obligations or encumbrances of any kind (collectively "Encumbrances"), consisting of the following:

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(m) all Proprietary Rights (as defined in Section 3.19(a)), including all rights to the names "National Imprint," "National Imprint Corporation" or "NIC," and

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3.19 Proprietary Rights.

(a) Seller owns or possesses licenses or other valid and enforceable rights to use throughout the United States in connection with the Business all trademarks, trade and business names, internet domain names, service marks, service names, trade dress, brand identities, program names, home model names, copyrights, patents, processes, methods of production, industrial designs, home designs, floor plans, graphics, trade secrets, inventions (whether or not patentable) and other proprietary rights used in the conduct of the Business as currently conducted (collectively, the "Proprietary Rights").

(b) All registered or applications to register Proprietary Rights and all unregistered trademarks and tradenames owned by Seller or used in the Business are listed on Schedule 3.19.

(c) Seller and the operation of the Business have not interfered with, infringed upon or misappropriated the proprietary rights of any other Person or constituted unfair

competition, and Seller has not received notice from any Person alleging such interference, infringement, misappropriation or act of unfair competition.

(d) To Seller's knowledge, no Person is interfering with, infringing upon or misappropriating the Proprietary Rights, and Seller has not notified any Person that it believes that such Person is interfering with, infringing upon or misappropriating the Proprietary Rights or engaging in unfair competition or has done any of the foregoing.

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[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Asset Purchase Agreement to be executed and delivered as of the date first above written.

BUYER:

PRINTEGRA CORPORATION

By: Casey Campbell
Casey Campbell
Its: President

SELLER:

NATIONAL IMPRINT CORPORATION

By: _____
Steven Kristel
Its: President

STOCKHOLDERS:

Alan Kristel

Steven Kristel

Jeffrey Weiss

Section 6.4 of this Asset Purchase Agreement is acknowledged and agreed to by the undersigned as of the date first above written.

COMMERCIAL ENVELOPE MANUFACTURING CO. INC.

By: _____
Steven Kristel
Its: President

[Signature page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Asset Purchase Agreement to be executed and delivered as of the date first above written.

BUYER:

PRINTEGRA CORPORATION

By: _____

Its: _____

SELLER:

NATIONAL IMPRINT CORPORATION

By: _____

Its: President

STOCKHOLDERS:

Alan Kristel
Alan Kristel

Steven Kristel
Steven Kristel

Jeffrey Weiss
Jeffrey Weiss

Section 6.4 of this Asset Purchase Agreement is acknowledged and agreed to by the undersigned as of the date first above written.

COMMERCIAL ENVELOPE MANUFACTURING CO. INC.

By: _____

Its: _____

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