

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Photo Stencil, LLC		06/15/2007
RECEIVING PARTY DATA		
Name:	Photo Stencil, LLC (f/k/a Rembrandt Acquisition, LLC)	
Street Address:	4725 Centennial Boulevard	
City:	Colorado Springs	
State/Country:	COLORADO	
Postal Code:	80919	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	5947021	
Patent Number:	6722275	
CORRESPONDENCE DATA		
Fax Number:	(801)521-9639	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8013233223	
Email:	michael.ziouras@hro.com	
Correspondent Name:	Michael J. Ziouras	
Address Line 1:	299 South Main Street	
Address Line 2:	Suite 1800	
Address Line 4:	Salt Lake City, UTAH 84111	
ATTORNEY DOCKET NUMBER:	KACHI	
NAME OF SUBMITTER:	Michael J. Ziouras	
Total Attachments: 4 source=IP Assignment#page1.tif source=IP Assignment#page2.tif		

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**PATENT**  
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made and entered into this 15<sup>th</sup> day of June, 2007 (the "Effective Date"), by and between Photo Stencil, LLC, a Delaware limited liability company (the "Assignor"), and Rembrandt Acquisition, LLC, a Delaware limited liability company (the "Company"), in connection with the closing of the transactions contemplated by the that certain Asset Purchase Agreement, by and among Assignor, Lawrence B. Heitz, as trustee of the Lawrence B. Heitz Revocable Trust, under Trust Agreement dated October 27, 2004, Lawrence B. Heitz, an individual, Craig Spitzfaden, an individual, William Moerbe, an individual, the Company and Photo Stencil Holdings, LLC, a Delaware limited liability company. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Assignment. Assignor hereby irrevocably assigns, sells, transfers and conveys to the Company any and all right, title and interest, on a worldwide basis, that Assignor now holds in or to any Company Intellectual Property, including without limitation, the Intellectual Property described in Exhibit A attached hereto. For purposes of clarification, but not limitation, such Company Intellectual Property includes: (a) all reissues, divisionals, continuations, renewals, substitutions, extensions and continuations-in-part, foreign and international counterparts thereof, and any patents and applications claiming priority therefrom; (b) all enhancements and improvements thereto; (c) all income, royalties, damages and payments now or hereafter due or payable, including without limitation, damages and payments for past, present and future infringements thereof; (d) the right to sue for past, present and future infringements thereof; and (e) all other rights corresponding, incidental or relating to the foregoing. Assignor retains no right whatsoever in or to the Company Intellectual Property and agrees not to challenge the validity of the Company's ownership of such Intellectual Property.

2. Further Assurances. Assignor agrees to promptly execute documents and take other acts at the Company's expense as the Company may reasonably request for the purpose of consummating the transaction described in Section 1 of this Agreement.

3. Transfer of Tangible Items. Assignor further agrees to deliver to the Company upon execution of this Assignment any and all tangible manifestations of all Intellectual Property described in Section 1 of this Agreement, including without limitation, all documents, diagrams, invention disclosures, notes, records, files and tangible items of any sort in its possession relating to such Intellectual Property.

4. Severability. If any provision of this Assignment is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will be binding and enforceable.

5. Binding Effect. The provisions of this Assignment will inure to the benefit of, and be binding upon, the successors, assigns and administrators of the parties to this Assignment.

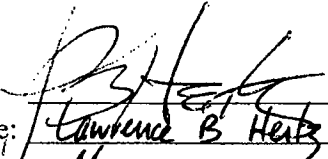
6. Definitions. Capitalized terms used herein without definition have the meanings ascribed to them in the Purchase Agreement.

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By their signatures below, the parties hereby agree to be bound by the terms of this Assignment.

PHOTO STENCIL, LLC

REMBRANDT ACQUISITION, LLC

By: 

Name: Lawrence B. Heitz

Title: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature page to Intellectual Property Assignment)


By their signatures below, the parties hereby agree to be bound by the terms of this Assignment.

**PHOTO STENCIL, LLC**

**REMBRANDT ACQUISITION, LLC**  
**A DELAWARE LIMITED LIABILITY COMPANY**

**BY: PHOTO STENCIL HOLDINGS, LLC**  
**ITS: MANAGER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Eric A. Weissmann  
Title: President

**EXHIBIT A**  
**TO**  
**INTELLECTUAL PROPERTY ASSIGNMENT**

All Intellectual Property of Seller set forth in Schedule 2.11, except as otherwise constitutes an Excluded Asset or Retained Liability, including without limitation, U.S. Patent No. 5,947,021, U.S. Patent No. 6,722,275, U.S. Trademark Registration No. 1,848,193, U.S. Trademark Registration No. 2,192,525, U.S. Trademark Registration No. 2,418,255, U.S. Trademark Registration No. 2,488,285, and U.S. Trademark Registration No. 2,652,179.